40-A

This Instrument Prepared By:
Gibson, Gregory & Gwyn, PLLC
201 Fourth Avenue, N. Suite 1900
Nashville Tennessee 37219

Davidson County DEEDWARR
Recvd: 08/16/04 15:25 2pgs
Fees:13.00 Taxes:203.50
20040816-0098963

ADDRESS NEW OWNER:

Viren F. Patel
1557 Market Square
Hermitage, TN 37076

SEND TAX BILL:

New Owner

MAP AND PARCEL:
MAP 82-4-6
PARCEL 3

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the Grantees named herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Shirley M. Herndon, unmarried** ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **Viren F. Patel**, ("Grantee"), his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot Nos. 320 and 321 on the Plan of Oakwood Park, as of record in Plat Book 421, page 12, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
>
> Being the same property conveyed to Wayne V. Herndon and wife, Shirley M. Herndon, by deed from Joseph K. Petway, Meredith P. Petway and Janet E. Thompson, of record in Instrument No. 20030721-0101988, Register's Office for Davidson County, Tennessee. The said Wayne V. Herndon having since died.
>
> This conveyance is made subject to the real estate taxes for the current year, which have been prorated and assumed by Grantee, and such limitations and restrictions and easements as may affect the premises.

This is improved property known as 1119 N. 8th Street, Nashville, TN 37208.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, his heirs, successors and assigns, forever; and Grantor, does covenant with Grantee that they are lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered unless otherwise herein set out; and Grantor does further covenant and bind herself, her heirs, assigns and representatives, to warrant and forever defend the title to the Property to Grantee, his heirs, successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the

singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 16 day of August, 2004.

Shirley M. Herndon

Shirley M. Herndon

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforesaid, personally appeared Shirley M. Herndon, unmarried, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that she executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal this 16 day of August, 2004.

Notary Public

ANDREW B. GIBSON, JR. Notary Public At Large DAVIDSON COUNTY, TENN.
My Commission Expires July 21, 2007

My Commission Expires: 7/21/07

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $55,000.00.

AFFIANT

Subscribed and sworn to before me
this 16 day of August, 2004.

NOTARY PUBLIC

ANDREW B. GIBSON, JR. Notary Public At Large DAVIDSON COUNTY, TENN.
My Commission Expires July 21, 2007

My Commission Expires: 7/21/07