Box 14A

Davidson County DEEDWARR
Recvd: 11/22/04 10:07 3pgs
Fees:18.00 Taxes:425.50
20041122-0139575

This Instrument Prepared By:
John T. Cook, P.C.
2927 Berry Hill Drive
Nashville, Tennessee 37204-3126

File No. 17442-1

Map 119-13-00; Parcel 090.00

ADDRESS NEW OWNER AS FOLLOWS:
Louis P. Mishu et al.
2909 Elizabeth Street
Nashville, Tennessee 37211

SEND TAX BILLS TO:
New Owner

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named "Grantees", and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, Carl Matthew Gardner, a married man, hereinafter called the "Grantor", has bargained and sold, and by these presents does transfer and convey unto Louis P. Mishu and John Rami Mishu, as tenants in common with right of survivorship, hereinafter called the "Grantees", their heirs and/or assigns, a certain tract or parcel of land lying and being in the Davidson County, Tennessee, described as follows, to-wit:

All that land lying in Davidson County, Tennessee and being the Northerly and Southerly parts of Lots Nos. 45 and 46 on the Map of Southvale Subdivision, found of record in Book 332, page 121 in the Register's Office for Davidson County, Tennessee and being more particularly described as follows:

BEGINNING at an iron pin in the Northwestern rights-of-way intersection of Tanksley Avenue and Elizabeth Street,

(1) Thence; along the Northern right-of-way of Tanksley Avenue, South 79 degrees 51 minutes 05 seconds West, 151.50 feet to a pipe,

(2) Thence; leaving said right-of-way, North 10 degrees 08 minutes 55 seconds West 150.00 feet to an iron pin in the Southern Line of a 15 foot alley,

(3) Thence; along the Southern line of said alley, North 79 degrees 51 minutes 05 seconds East, 68.00 feet to an iron pin in the Western right-of-way of said Elizabeth Street,

(4) Thence; along said Western right-of-way, South 39 degrees 15 minutes 07 seconds East, 171.67 feet to the point of BEGINNING.

Said property containing 16,462.50 square feet or 0.38 acres, more or less, according to a Boundary Survey dated November 14, 2001, as revised on September 29, 2004 and November 10, 2004, and prepared by Phillip E. Holmes,

Jr., Tennessee Registered Land Surveyor No. 1728, Volunteer Surveying, 2814 Foster Avenue, Nashville, Tennessee 37210.

Being the same property conveyed to Marilyn A. Gardner by Installment Deed from Donald L. Buttrey and wife, Mattie F. Buttrey, of record in Book 4345, page 354, Register's Office for Davidson County, Tennessee, and by deed from Joseph H. Mangum and Paul Byrd, Jr., of record in Book 5136, page 626. The said property was further conveyed to Gardner Family Partners, L.P., a Tennessee limited partnership by Quitclaim Deed from Marilyn A. Gardner of record in Book 9903, page 506. Gardner Family Partners, L.P. having merged into Gardner Properties, a Tennessee general partnership, by Articles of Merger of record in Instrument No. 19991207-0300548. The said property was further conveyed to Carl Matthew Gardner by Quitclaim Deed from Gardner Properties, a Tennessee general partnership, of record in Instrument No. 20020311-0029973, said Register's Office for Davidson County, Tennessee.

The herein described property is not now nor ever has been the principal place of residence of the Grantor herein.

This conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights for public utilities applicable to this property; and taxes for the current year which have been prorated and paid by the Grantor herein.

THIS is improved property, known as: 2925 and 2929 Elizabeth Street, Nashville, Tennessee 37211.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, and their heirs and assigns, forever; and, the Grantor further covenants with the said Grantees that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it; and the same is unencumbered, except as herein set forth. Grantor does further covenant and bind himself and his heirs and assigns, to warrant and forever defend the title to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused his name to be affixed hereto this the 18th day of November, 2004.

Carl Matthew Gardner

(Notary Acknowledgments Continued on Following Page)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Carl Matthew Gardner, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal on this the 18th day of November, 2004.

Notary Public
My Commission Expires: 5/30/07

STEPHEN W. ARTHUR NOTARY PUBLIC AT LARGE STATE OF TENNESSEE Comm. Expires 05/30/07

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 115,000.00.

Affiant

Subscribed and sworn to before me this the 18th day of November, 2004.

Notary Public
My Commission Expires: 5/30/07

STEPHEN W. ARTHUR NOTARY PUBLIC AT LARGE STATE OF TENNESSEE Comm. Expires 05/30/07