40-A

Davidson County DEEDWARR
Recvd: 01/12/05 11:20 2 pgs
Fees:13.00 Taxes:192.40
20050112-0004460

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

ADDRESS NEW OWNER:

KG Capital, LLC
P. O .Box 68315
Nashville, TN 37206

SEND TAX BILL:

New Owner

MAP AND PARCEL:

MAP 83-13
PARCEL 219

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, **The Church of Salvation, Inc., a Tennessee corporation**, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **KG Capital, LLC, a Tennessee Limited Liability Company** ("Grantee"), its 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 No. 178 on the Plan of East Edgefield, of record in Book 21, page 147, Register's Office for Davidson County, Tennessee.

Said Lot No. 178 fronts 50 feet on the northerly side of Shelby Avenue (formerly Lee Street) and runs back between parallel lines, 170 feet to an alley.

Being the same property conveyed to Church of Salvation, a Tennessee corporation, by deed from Cloie D. Short, unmarried, of record in Book 9611, page 538, Register's Office for Davidson County, Tennessee.

INCLUDED in the above described property but EXCLUDED THEREFROM is that tract conveyed to The Nashville Housing Authority by Clerk's Deed of record in Book 3399, page 584, said Register's Office, described as follows:

Beginning at a point on the northerly margin of Shelby Avenue; thence with a line bearing North 6 degrees 54 minutes East, a distance of 13.8 feet; thence with a line bearing South 75 degrees 58 minutes East, a distance of 50.4 feet to the easterly margin o the below mentioned property; thence with the easterly margin whose bearing is South 6 degrees 54 minutes West, a distance of 7.5 feet to the northerly margin of Shelby Avenue; thence wit the northerly margin whose bearing is North 83 degrees 06 minutes West, a distance of 50.0 feet to the point of beginning and containing 532.5 square feet, more or less.

This conveyance is made subject to the real estate taxes for the current year as of the date of this transfer and become the responsibility of the Grantee. This conveyance is further subject to such limitations and restrictions and easements as may affect the premises.

This is improved property known as 1103 Shelby Avenue, Nashville, TN 37206.

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 it 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 itself, its 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 its hand this 29 day of December, 2004.

The Church of Salvation, Inc.

By: Brenda F. Yates
Brenda F. Yates,
Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public in and for the said County and State, personally appeared Brenda F. Yates, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Vice President of The Church of Salvation, Inc., the within named bargainor, a corporation, and that she as such Vice President, executed the within instrument for the purposes stated therein by signing the name of the corporation by herself as such Vice President.

Witness my hand and official seal this the 29 day of December, 2004.

Notary Public

My Commission Expires: 7/21/07

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

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $52,000.00.

AFFIANT

Subscribed and sworn to before me
this 11 day of January, 2005.

NOTARY PUBLIC

My Commission Expires: 7/21/07

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