40-A

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

Davidson County DEEDWARR
Recvd: 04/12/05 16:22 2 pgs
Fees:13.00 Taxes:1979.50
20050412-0040685

ADDRESS NEW OWNER:

NENR Investments, LLC
207-29th Avenue N
Nashville, TN 37203

SEND TAX BILL:

New Owner

MORTGAGEE:
Capital Bank & Trust Company
1820 West End Avenue
Nashville, TN 37203

MAP AND PARCEL:
MAP 81-16, PARCELS 260,
262 & 262.01 AND
MAP 81-13 PARCELS 1 & 2

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, **JET-TN, L.P., a Tennessee Limited Partnership**, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **NENR Investments, 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:

Tract One: Map 81-16; Parcels 262 and 262.01

Land in Davidson County, Tennessee, being Lot No. 11 on the Plan of Addition of D.T. McGavock's Estate Plan as of record in Plan Book 1, page 33, Chancery Court at Nashville, to which plan reference is hereby made for a more complete legal description.

Being the same property conveyed to Ruxer Realty, Inc., a Tennessee Corporation, by Installment Deed from Dorothy H. White of record in Book 4477, page 861, Register's Office for Davidson County, Tennessee. Jasper Engine Exchange, Inc., successor in interest to Ruxer Realty, Inc., a Tennessee corporation, conveyed its interest in the property to JET-TN, L.P., a Tennessee Limited Partnership, by QuitClaim Deed of record in Instrument No. 20010730-0080190, as re-recorded in Instrument No. 20040427-0047533, said Register's Office. Ruxer Realty, Inc., further conveyed the property to Jasper Engine Exchange, Inc., by QuitClaim Deed of record in Instrument No. 20010730-0080191, as re-recorded in Instrument No. 20040427-0047532, said Register's Office.

Tract Two: Map 81-16; Parcel 260 (Lots 13, 14, 15, 16 and part of Lot No. 17)

Land in Davidson County, Tennessee, being Lot Nos. 13, 14, 15, 16 and the westerly part of Lot No. 17 as shown on the Plan of Addition of D.T. McGavock's Estate Plan as of record in Plan Book 1, page 33, Chancery Court at Nashville, to which plan reference is hereby made for a more complete legal description, and further being land in Davidson County, Tennessee, being the westerly part of Lot No. 18 as shown on the Plan of Addition of D.T. McGavock's Estate Plan as of record in Plan Book 1, page 33, Chancery Court at Nashville, to which plan reference is hereby made for a more complete legal description, further known as **Map 81-13; Parcels 1 and 2 (Lot 18).**

Being the same property conveyed to Jasper Engine Exchange, Inc., by QuitClaim Deed from Ruxer Realty, Inc., of record in Instrument No. 2001004-0098680, said Register's Office. The said Jasper Engine Exchange, Inc., conveyed its interest in

the property to JET-TN, L.P., a Tennessee Limited Partnership, by instrument of record in Instrument No. 20001004-0098681, said Register's Office.

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 801 Monroe Street and 1214 9th Avenue North, Nashville, TN 37208.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, its 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 assigns and representatives, to warrant and forever defend the title to the Property to Grantee, its 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 11 day of April, 2005.

JET-TN, L.P., a Tennessee Limited Partnership
BY: JASPER ENGINE & TRANSMISSION EXCHANGE, INC., Its General Partner

BY: Raymond J. Schwenk

TITLE: Treas.

STATE OF INDIANA)
COUNTY OF DUBOIS)

Before me, the undersigned, of the state and county aforesaid, personally appeared Raymond Schwenk, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be Treasurer of JASPER ENGINE & TRANSMISSION EXCHANGE, INC., General Partner of JET-TN, L.P., the within named bargainor, a Tennessee Limited Partnership, and that he as such Treasurer executed the foregoing instrument for the purpose therein contained by signing the name of the corporation as General Partner of the limited partnership by him self as such Treasurer. Witness my hand and official seal this 11th day of April, 2005.

John W. Collins
Printed Name

John W. Collins
Notary Public

My Commission Expires: July 24, 2010

Warrick
County of Residence

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual value or consideration, whichever is greater, for this transfer is $535,000.00.

AFFIANT

Subscribed and sworn to before me this 12 day of April, 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