THIS INSTRUMENT PREPARED BY:
CHERNAU, CHAFFIN & BURNSED, PLLC
Suite 550, One American Center
3100 West End Avenue,
Nashville, TN 37203
(615) 460-7478

Davidson County DEEDWARR
Recvd: 08/29/05 15:14 2 pgs
Fees:13.00 Taxes:377.40
20050829-0103344

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Tax Map: 83-14/307

The actual consideration or value, whichever is greater, for this transfer is $102,000.00

Affiant

Subscribed and sworn to before me this the 26th day of August, 2005.

My Commission Expires: 7-19-08

Notary Public

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

ADDRESS NEW OWNER(S) AS FOLLOWS:

Mark Garafola and wife, Patricia Garafola
(Name)
1969 Tinnin Road

Goodlettsville, TN 37072

SEND TAX BILLS TO:

SAME
(Name)

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named "Grantee," and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, **KENNETH KELLEY,** hereinafter collectively called the "Grantor," has bargained and sold, and by these presents does transfer and convey unto **MARK GARAFOLA AND WIFE, PATRICIA GARAFOLA,** collectively hereinafter called the "Grantee," a certain tract or parcel of land in Davidson County, Tennessee, described in **Exhibit "A"** attached hereto and made a part hereof.

BEING improved property known as: 1613 Shelby Avenue, Nashville, TN 37206

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 prorated between Grantor and Grantee and assumed by the Grantee herein.

TO HAVE AND TO HOLD the said tract or parcel of land, together with the appurtenances, estate, title and interest thereto belonging to the said "Grantee," their successors and/or assigns forever; and "Grantor" does covenant with the said "Grantee" that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered unless otherwise herein set out; and "Grantor" does further covenant and bind themselves, their heirs and/or assigns to warrant and forever defend the title to the said land to the said "Grantee," his successors and/or assigns, against the lawful claims of all persons whomsoever.

Witness my hand this 26th day of August, 2005.

Kenneth Kelley

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 Kenneth Kelley 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 purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee this 26th day of August, 2005.

Commission expires: May 28, 2006

LaTrece McAdoo
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires MAY 28, 2006

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

A certain parcel or tract of land in Davidson County, Tennessee described as follows:

Land in Davidson County, Tennessee, being Lot No. 109, on the Plan of Edgefield Land Company's First Subdivision, of record in Book 57, page 130, Register's Office for said County, to which plan reference is hereby made for a more complete description.

This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.

Being the same property conveyed to Kenneth Kelley by deed of record as Instrument No. 20050222-0018873, said Register's Office.