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| **THIS INSTRUMENT PREPARED BY:**<br>**Mudter Morgan & Patterson**<br>**Attorneys-at-Law**<br>**2000 Richard Jones Road**<br>**Suite 110**<br>**Nashville, Tennessee 37215**<br>**FTEC File No. 27103-10-2007**<br><br>**Record & Return To:**<br>**First Title and Escrow Company, Inc.**<br>File Box 9B | STATE OF TENNESSEE, COUNTY OF DAVIDSON:<br>The actual consideration or value, whichever is greater, for this transfer is: $40,000.00.<br>Affiant<br>Subscribed and sworn to before me this 31st day of October, 2007.<br>Notary Public<br>My Commission Expires: |

## WARRANTY DEED

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| **Address New Owner:**<br>Joel S. Garfinkle<br>411 West Hillwood Drive<br>Nashville, TN 37205 | **Send Tax Bills To:**<br>New Owner | **Tax Information:**<br>Map and Parcel No.:<br>08205008100 |

**FOR AND IN CONSIDERATION** of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Loretta Nora Garfinkle, Unmarried**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Joel S. Garfinkle** ("Grantee"), his successors, heirs and assigns, her undivided one-half interest in that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is improved property located at 1722 Fourth Avenue North, Nashville, TN 37208-2214

**TO HAVE AND TO HOLD** said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantee, its successors, heirs and assigns, forever.

And Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set out on Exhibit "A" hereto. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantee, its successors, heirs and assigns against the lawful claims of all persons, except as set out on Exhibit "A" hereto.

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

**IN WITNESS WHEREOF,** Grantor has executed this instrument on the 25th day of October, 2007.

Loretta Nora Garfinkle

COMMONWEALTH OF MARYLAND, ~~COUNTY~~ City OF Baltimore

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Loretta Nora Garfinkle**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 25 day of October, 2007.

Notary Public

My Commission Expires: Sept 08, 2008

JOY A. COTTON NOTARY PUBLIC BALTIMORE CITY, MD MY COMMISSION EXPIRES SEPT. 08, 2008

**THIS INSTRUMENT WAS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES. NO INDEPENDENT TITLE EXAMINATION WAS MADE.**

Davidson County DEEDWARR
Recvd: 11/02/07 13:49 2 pgs
Fees:13.00 Taxes:148.00

20071102-0129580

# EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 26 on the Plan of D. T. McGavock's Addition, of record in Book 21, page 7, Register's Office for Davidson County, Tennessee to which plan reference is made for a more complete description.

Said Lot No. 26 fronts 50 feet on the east side of Fourth Avenue North formerly Cherry Street, and runs back between parallel lines, 174 feet to an alley.

Being the same property conveyed to Joel S. Garfinkle and Alan Garfinkle by Warranty Deeds dated February 1, 1982 from Eva R. Garfinkle, Unmarried of record in Book 5848, page 113, and from Maurice Karr and wife, Joy Karr, of record in Book 5766, page 764, Register's Office for Davidson County, Tennessee. Alan Garfinkle died on December 23, 2000, and his interest in subject property was conveyed to Loretta Nora Garfinkle by Executor's Quitclaim Deed from Loretta Nora Garfinkle, Executrix, recorded as Instrument No. 20020419-0048652, said Register's Office.

This conveyance is made subject to:

1. 2007 Davidson County taxes which have been prorated by the parties and assumed by the Grantees; and

2. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.