THIS INSTRUMENT PREPARED BY:
Nicholas A. Holton, Esq.
Rudy, Wood & Winstead, PLLC
1812 Broadway
Nashville, Tennessee 37203

Record & Return To:

Commerce Title & Escrow, LLC
1812 Broadway
Nashville, TN 37203

File No. NAH-09-1938

BILL GARRETT, Davidson County
Trans:T20090082187 DEEDWARR
Recvd: 12/04/09 10:56 4 pgs
Fees:23.00 Taxes:925.00
20091204-0111178

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $250,000.00.

Affiant

SUBSCRIBED AND SWORN to before me, this 2nd day of December, 2009.

Notary Public
My Commission Expires: 01/07/2013

AMANDA VAUGHN
State of Tennessee Notary Public
DAVIDSON COUNTY

Address New Owner: Wirt Piper & Sonya Piper	Send Tax Bills To: NEW OWNER	Map-Parcel No.:
1217 Windsor Drive Gallatin, Tennessee 37066	1217 Windsor Drive Gallatin, Tennessee 37066	Map/Parcel 95-13-22

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 ($10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Elm Hill Pike Partnership, a Tennessee General Partnership ("Grantor"), has bargained and sold, and by these presents does hereby transfer, warrant and convey unto Wirt Piper and Sonya Piper, individuals residing in Sumner County, Tennessee, their successors and assigns ("Grantees"), all of its right, title and interest in and to that certain real property in Davidson County, Tennessee, together with all rights, privileges and appurtenances thereto and any improvements thereon (the "Premises"), as more particularly described in Exhibit A. The Premises is improved property known as **1938 Elm Hill Pike, Nashville, Tennessee 37210.**

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B, attached hereto and incorporated herein by this reference. Further, this conveyance is expressly made subject to a Leasehold interest, hereby created and recorded by this Warranty Deed in favor of ELM HILL PIKE PARTNERSHIP, to exist on and follow the Premises for a period of two (2) years from the date of the recording of this Warranty Deed.

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

GRANTOR DOES COVENANT with Grantees that it is lawfully seized and possessed of said land in fee simple and has good right to convey it. Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said land

to said Grantees, its successors and assigns, against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise, save and except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the 1st day of December, 2009.

GRANTOR:

Elm Hill Pike Partnership

By.

RoseMarie Dietrich
Managing Partner
by Michael Dietrich, Attorney in Fact

Michael Dietrich
Partner

STATE OF TENNESSEE
COUNTY OF Davidson

Before me Amanda Vaughn of the state and county mentioned, personally appeared Michael Dietrich, with whom I am personally acquainted with (or proved to me on the basis of satisfactory evidence), to be the person who executed the foregoing instrument on behalf of RoseMarie Dietrich, who is Managing Partner of Elm Hill Pike Partnership the within named bargainor, a Tennessee General Partnership, and that Michael Dietrich executed the foregoing instrument on behalf of RoseMarie Dietrich for the purpose therein contained by signing by power of attorney the name of the entity.

Witness my hand and official seal this the 1st day of December, 2009.

NOTARY PUBLIC
My Commission Expires: 01/07/2013

AMANDA VAUGHN
State of Tennessee
Notary Public
DAVIDSON COUNTY

STATE OF Tennessee
COUNTY OF Davidson

On this the 1st day of December, 2009, before me personally appeared Michael Dietrich, to me known (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be a Partner of Elm Hill Pike Partnership, a Tennessee General Partnership, the within named bargainor, a partnership, and that he as such Partner executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal, this the 1st day of December, 2009.

Notary Public
My Commission Expires: 01/07/2013

AMANDA VAUGHN
State of Tennessee
Notary Public
DAVIDSON COUNTY

EXHIBIT A

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, being Lot 28, RESUBDIVISION OF METROPOLITAN INDUSTRIAL PARK, SECTION 21, as shown on plat of record in Plat Book 4595, Page 127, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Elm Hill Pike Partnership, a Tennessee general partnership by Special Warranty Deed from Bradford Trust Company, Successor Trustee under Trusts created U/T/W of James E. Patterson, Evelyn Jones Patterson, an individual and Evelyn Jones Patterson, Executor of the Estate of James E. Patterson, recorded on the 20th day of November, 1998 in Book 11214, Page 828, in the Register's Office of Davidson County, Tennessee.

EXHIBIT B

ENCUMBRANCES

1. County of Davidson taxes for the year 2010 and thereafter, not yet due and payable.

2. Liability as to taxes resulting from supplemental, revised or correction assessments for the year 2008 pursuant to the provisions of Tenn. Code Ann. § 67-5-603, et seq.

3. Sign Lease of record in Book 7173, page 213, Register's Office for Davidson County, Tennessee.

4. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of RESUBDIVISION OF METROPOLITAN INDUSTRIAL PARK, SECTION 21, as recorded in Plat Book 4595, Pages 109 and 127, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate § 42 U.S.C. 3604(c).

5. Restrictive Covenants contained in instrument of record in Book 4214, page 851, Book 4392, page 307 and Book 4686, page 742, said Register's Office, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate § 42 U.S.C. 3604(c).

6. Easement for Sanitary Sewer, recorded in Book 4467, Page 150.

7. Subject to any unrecorded Leases, Rights, Claims, Liens, Easements or Encumbrances not shown by the public records.