PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys at Law
104 Woodmont Blvd., Suite 100
Nashville, Tennessee 37205
Phone (615) 298-3312 - Fax 292-8746

BILL GARRETT, Davidson County
Trans:T20100060414 DEEDWARR
Recvd: 09/24/10 14:23 3 pgs
Fees:18.00 Taxes:1831.50
20100924-0076326

Christy Wilkins Ivey *Percy Wilkins, Jr. (retired)*

W & I Ref: DM Title No: 50603

Dav. Co. File: Box 8

ADDRESS NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:
Tommy B. McClelland, Jr. Rhonda J. McClelland 157 Valley Forge Nashville, Tennessee 37205	USAA Federal Savings Bank 10750 McDermott Freeway San Antonio, TX 78288

TAX MAP-PARCEL NUMBERS: 116080G15700CO

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$495,000.00,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Edward D. Ivey and spouse, Christy W. Ivey**, hereinafter called the **Grantor**, have bargained and sold, and by these presents do hereby transfer and convey unto **Tommy B. McClelland, Jr. and spouse, Rhonda J. McClelland** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

LAND in Davidson County, Tennessee, being Lot No. 157, on the Plan of Sugartree, Phase 3, of record in Book 5050, Pages 67-71, amended in Book 5169, Page 426, Book 5191, Page 412, Book 5222, Page 468, Book 5238, Page 93, Book 5162, Page 632 and Book 5186, Page 958, Register's Office for said County, to which Plan reference is hereby made for a more complete description.

BEING the same property conveyed to Edward D. Ivey and spouse, Christy W. Ivey, by Warranty Deed from Elizabeth M. Bloodworth and Mary Frank Bloodworth King, both unmarried, dated June 10, 1999 and recorded on June 11, 1999, of record in Book 11524, Page 381, Register's Office for Davidson County, Tennessee.

Description Reference: Described according to (or by reference to) the recorded subdivision Plan.

This conveyance is subject to: Taxes for 2011, and subsequent years; The Plan of record in Book 5050, Pages 67-71, amended in Book 5169, Page 426, Book 5191, Page 412, Book 5222, Page 468, Book 5238, Page 93, Book 5162, Page 632 and Book 5186, Page 958, shows an owner's certificate, minimum building setback lines and easements to which Plan reference is hereby made for a more complete description; The Declaration of Covenants, Conditions and Restrictions of record in Book 4857, Page 157, amended in Book 4911, Page 356, Book 4996, Page 126, Book 5003, Page 688, Book 5087, Page 220, Book 5152, Page 401, Book 5514, Page 138, Book 5691, Page 61 and Book 11758, Page 466, said Register's Office, which sets forth assessments, liens and other matters, to which Declaration reference is hereby made for more particulars.

This instrument is executed on behalf of Edward D. Ivey by Christy W. Ivey pursuant to a Power of Attorney executed by him on August 11, 2010, of record in Instrument No. 20100924-0076324, Register's Office for Davidson County, Tennessee. The affidavit of said Attorney-in-Fact is attached as "Exhibit A" to this instrument and incorporated herein by reference.

This is improved property, known as: 157 Valley Forge, Nashville, Tennessee 37205

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 23rd day of September, 2010.

Edward D. Ivey by Christy W. Ivey as Attorney in Fact
Edward D. Ivey
By: Christy W. Ivey, Attorney-in-Fact

Christy W. Ivey
Christy W. Ivey

State of TENNESSEE
County of DAVIDSON

On this 23rd day of September, 2010, before me the undersigned authority, personally appeared **Christy W. Ivey**, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: 4-8-2013

DEBORAH H. BERRIE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Deborah H. Berrie
Notary

State of TENNESSEE
County of DAVIDSON

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $495,000.00.

Rhonda McClellard
Affiant

Sworn and subscribed before me this 23rd day of September, 2010.

My Commission Expires: 4-8-2013

DEBORAH H. BERRIE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Deborah H Berrie
Notary Public

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, **Christy W. Ivey** with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **Edward D. Ivey**, as Attorney-in-Fact, as the free act and deed of the said Principal.

Witness my hand and official seal at Nashville, Tennessee, this 23rd day of September, 2010.

DEBORAH H. BERRIE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires: 9-8-2013

EXHIBIT "A"

To
Warranty Deed

FROM: Edward D. Ivey and spouse, Christy W. Ivey

TO: Tommy B. McClelland, Jr. and spouse, Rhonda J. McClelland

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as attorney-in-fact for the principal(s) thereon shown.

2. That this execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated,* Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiant Saith not.

Christy W. Ivey, Affiant

Sworn to and subscribed before me this

23rd day of September, 2010.

DEBORAH H. BERRIE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires: 9-8-2013