RETURN TO / PREPARED BY:
First Title and Escrow Company, Inc.
2000 Richard Jones Rd., Ste. 110
Nashville, TN 37215
PTEC File # 29816
(Davidson County File Box 9-B)

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: T20100078779 DEEDWARR
Recvd: 12/15/10 09:34 3 pgs
Fees: 18.00 Taxes: 2331.00
20101215-0099614

Christy Wilkins Ivey

Percy Wilkins, Jr. (retired)

W & I Ref: DM Title No: 50695

Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Roy O. Elam Anne T. Elam 2308 Sterling Road Nashville, Tennessee 37215	SunTrust Mortgage, Inc. P.O. Box 79041 Baltimore, MD 21279-0041

TAX MAP-PARCEL NUMBERS: 11702012300

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$630,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Joseph Cunningham and spouse, Susan Cunningham**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Roy O. Elam and spouse, Anne T. Elam** 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. 4 and the easterly 10 feet of Lot No. 3 of Block No. 9 on the Map of E.L. Hampton's Subdivision of the Stokes Tract, of record in Book 974, page 24, Register's Office for said County, described together as follows:

Beginning on the southerly margin of Sterling Road at the corner of Lots Nos. 4 and 5; thence with the line between said two southwardly 197.2 feet; thence westwardly 75 feet; thence southwardly 45 feet; thence westwardly 35 feet to a point 10 feet west of the corner of Lots Nos. 3 and 4; thence northwardly and parallel with the line between said two lots, 241.5 feet, more or less, to the southerly margin of Sterling Road; thence with the southerly margin of Sterling Road, eastwardly 110 feet to the beginning.

Being the same property conveyed to Joseph Cunningham and wife, Susan Cunningham by warranty deed from Carolyn M. Evertson husband, Dale W. Evertson, dated July 28, 1994 and recorded on July 29, 1994 of record in Book 9420, page 970, Register's Office for Davidson County, Tennessee.

Description Reference: The description is the same as that used in the last deed prior to this transaction.

This conveyance is subject to: Taxes for 2011, and subsequent years; The Plan, with Owner's Certificate, of record in Book 974 Page 24, said Register's Office, which Plan shows a 62.8 foot minimum building setback line from Sterling Road .

This instrument is executed on behalf of Susan Cunningham by Joseph Cunningham pursuant to a Power of Attorney executed by her on the 8th day of December, 2010, of record in Instrument No. 20101215-0099613 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: 2308 Sterling Road, Nashville, Tennessee 37215

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 13th day of December, 2010 .

Joseph Cunningham

Susan Cunningham By Joseph Cunningham, Atty-in-Fact

State of TENNESSEE
County of DAVIDSON

On this 13th day of December, 2010, before me the undersigned authority, personally appeared **Joseph Cunningham**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: CHRISTY W. IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY **My Commission Expires May 2, 2011**

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: $630,000.00

Affiant

Sworn and subscribed before me this 13th day of December, 2010

Notary Public

My Commission Expires: _____

KENNETH M. BROOK NOTARY PUBLIC STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY, TENN.

My Commission Expires FEB. 19, 2013

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 , **Joseph Cunningham** 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 **Susan Cunningham** , as Attorney-in-Fact, as the free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this 13th day of December, 2010

Notary Public

My Commission Expires:

CHRISTI W. IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires May 2, 2011

EXHIBIT "A"

To

Warranty Deed

FROM: Joseph Cunningham and spouse, Susan Cunningham

TO: Roy Oscar Elam and spouse, Anne Taliaferro Elam

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.

Joseph Cunningham, Affiant

Sworn to and subscribed before me this 13th day of December, 2010

Notary Public

My Commission Expires:

CHRISTI W. IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires May 2, 2011