BILL GARRETT, Davidson County
Trans:T20110056546 DEEDWARR
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20110912-0070781

This instrument prepared by: Christopher J. Thornton, P.C.
1661 Aaron Brenner Drive #301
Memphis, TN 38120
901-758-2580 Cartus File # 2141228

WARRANTY DEED AND IRREVOCABLE DURABLE POWER OF ATTORNEY

THIS INDENTURE is made this the 11 day of March, 20 11, by Michael C. Kelley and wife, Larrita Kelley, First Parties, for the purpose of conveying the premises described herein to Fontaine Jacob Sheffey III, Second Parties, and to appoint Cartus Financial Corporation, a Delaware Corporation ("Agent") and/or Mid South Relocation Services ("Agent") and/or its authorized and designated agents or representatives as our attorney in fact.

Whenever in this instrument a pronoun is used, it shall be construed to represent either singular or plural, as the case may demand.

I. WARRANTY DEED

W I T N E S S E T H:

That said First Party, for and in consideration of the sum of One and No/100 DOLLARS ($1.00) and other good and valuable consideration to them in hand paid by Second Parties, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and to hereby grant, bargain sell and convey unto the said Second Parties the following described premises, to-wit:

Land in Davidson County, Tennessee, being Lot No. 24 on the Plan of the ReSubdivision of the remainder of Lots 4 thru 8 and part of Lot 3 of the Subdivision of the east part of Lot 10 of the Harding Bosley Trace, as shown by plat of record in Plat Book 547, Page 4, revised in Instrument Number 20030516-0067328 and corrected in Instrument Number 20031014-0151915, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to the party of the first part by Deed of record at Instrument Number 20060905-0109154 in the Register's Office for Davidson County, Tennessee.

The said party of the first part does hereby covenant with the said party of the second part that they are lawfully seized in fee of the aforedescribed real estate; they have a good right to sell and convey the same; that the same is unencumbered, EXCEPT

2011 Property Taxes; The plan of record in Instrument Number 20030516-0067628 and corrected in 20031014-0151915 which shows an Owner's Certificate, certain notes, easements and setback lines; Part of this lot is in the 100 year flood plan; Sanitary Sewer Easement of record in Book 2638, Page 407; Easement for Gas line to Nashville Gas and Heating Co of record in Book 1450, Page 514; Easement for water line to Metropolitan Government of Nashville Davidson County of record in Book 9027, Page 188 and Book 9027, Page 185; Slope Easement of record in Book 8320, Page 175; Agreement for dedication of easements for Storm Sewers and Sanitary Sewer Easement of record in Book 4982, Page 94 and 98; Declaration of Covenants, Conditions and Restrictions of record at Instrument Number 20090430-0039420; Charter of Harding Bosley Tract Resubdivision Homeowner's Association, Inc. aka Shields Crest Row House of record in Instrument Number 2010021600-0011850, in the Register's Office for Davidson County, Tennessee.

and that the title and quiet possession thereto they will warrant and forever defend against the lawful claims of all persons.

THIS conveyance is made subject to applicable restrictions, building set-back lines, all existing easements, and to all conditions as shown of Public Record.

Fontaine Jacob Sheffey, III
PROPERTY ADDRESS:
1925 28th AVENUE NORTH
NASHVILLE, TN 37208

PROPERTY OWNER/ PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:
Primary Residential Mortgage
ADDRESS 4750 West Wiley Post Way, #200
Salt Lake City, Utah 84116

PARCEL:
MAP 81-6-A PARCEL 24.00CO

With the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. **TO HAVE AND TO HOLD THE** said premises to the said Second Parties, their heirs and assigns forever.

And said First Party, for him/her/themself and for their heirs, executors and administrators do hereby covenant with Second Parties, their heirs, and assigns, that they are lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances except taxes for the year 2011, which are to be prorated between the parties as of the date of closing, the payment of which is assumed by the Second Parties; and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomever.

II. IRREVOCABLE DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

1. **Power of Attorney**: First Party does hereby make, constitute, and appoint Cartus Financial Corporation, a Delaware Corporation ("Agent") and/or Mid South Relocation Services ("Agent") and/or its authorized and designated agents or representatives, as our true and lawful Attorney-In-Fact, for us and in our name, place, and stead and on behalf of us for our use and benefit to do each of the following things:

(a) **General Powers.** Generally to do, sign, or perform in our name, place, and stead any act, deed, matter, or thing whatsoever, that ought to be done, signed, or performed, or that, in the opinion of the Attorney-In-Fact ought to be done, signed, or performed in and about the premises, of or relating in any way to the premises described herein, to all intents and purposes whatsoever, as fully and effectually as we could do if personally present and acting. The enumeration of specific powers hereunder shall not in any way limit the general powers conferred herein.

(b) **Monies.** To receive from or disburse to any source whatever monies derived from the sale of the premises described herein.

(c) **Real and Personal Property.** To buy, lease, sell, alter, maintain, pledge, or in any way deal with real and personal property described herein and sign each instrument necessary or advisable to complete any such real or personal property transaction, including but not limited to, deeds, closing statements, owners' affidavits and bills of sale.

(d) **Litigation.** To sue, defend, or compromise suits and legal actions and to employ counsel in connection with our ownership of the premises described herein.

(e) **Agents.** To contract for or employ agents, accountants, advisors, attorneys, and others for services in connection with the performance by said Attorney-In-Fact of any powers herein, and to appoint a substitute or substitutes to perform any of the acts that our Attorney-In-Fact is by this instrument authorized to perform, with the right to revoke such appointment of a substitute or substitutes at the pleasure of our Attorney-In-Fact, and any such authorization to a substitute shall not terminate with the death or disability of our Attorney-In-Fact.

2. **Ratification.** I hereby ratify and confirm each act done or caused to be done by our Attorney-In-Fact in and about the premises described herein by virtue of this power of attorney.

3. **Inducement.** For the purpose of inducing any party to act in accordance with the powers granted in this power of attorney, we hereby warrant that if this power of attorney is terminated for any reason whatsoever, we and our successors will save such party harmless from any loss suffered or liability incurred by such party in acting in accordance with this power of attorney prior to the receipt by such party of actual notice of any such termination. Any party may rely upon an affidavit executed by our Attorney-In-Fact stating that he does not have actual knowledge of the termination of the power by revocation or by our death. All multiple counterpart originals shall have equal force and effect, and any party may rely upon a photocopy of this power without production of the original.

4. **Durability.** This power of attorney shall not be affected by any disability, incompetence, or capacity which either of us may suffer at any future time or times, whether or not the same shall be adjudicated by any court, it being our intent that the authorization and powers granted herein shall remain exercisable notwithstanding any such subsequent occurrence, and that this power of attorney shall be construed to satisfy the Tennessee Uniform Durable Power of Attorney Act, Tenn. Code Ann. Section 34-6-101 et seq.

5. **Irrevocable.** For a good and valuable consideration from CARTUS FINANCIAL CORPORATION, a Delaware Corporation, the receipt of which is hereby acknowledged, we agree that our Attorney-In-Fact is hereby irrevocably vested with the powers set forth herein, and we do further forever renounce all right to revoke any of the powers of said Attorney-In-Fact, or to appoint any person or entity other than said Attorney-In-Fact, to execute the same, and forever renounce all rights on our part personally to do any of the acts which our attorney is hereby authorized to perform.

IN WITNESS WHEREOF, the said First Party have hereunder set their hand and seal the day and year first above written.

MICHAEL C. KELLEY

LARRITA KELLEY

STATE OF Tennessee)
COUNTY OF Davidson)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, **Michael C. 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 purposes therein contained.

WITNESS MY HAND AND SEAL AT OFFICE, in Davidson County, this the 11 day of March, 2011.

NOTARY PUBLIC

TRACY CROOK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: May 6, 2013

STATE OF Tennessee)
COUNTY OF Davidson)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, **Larrita 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 purposes therein contained.

WITNESS MY HAND AND SEAL AT OFFICE, in Davidson County, this the 11 day of March, 2011.

NOTARY PUBLIC

TRACY CROOK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: May 6, 2013

STATE OF TENNESSEE

COUNTY OF DAVIDSON

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $ 138,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Hillary Torrence
AFFIANT

Subscribed and sworn to before me this the 12th day of September, 20 11

Jennifer Crowell
NOTARY PUBLIC

JENNIFER CROWELL
STATE OF TENNESSEE NOTARY PUBLIC
LEWIS COUNTY

My Commission Expires: 3/18/14

This deed is prepared with information provided by Steltemeier & Westbrook, PLLC. Preparer makes no representation with regard to the title.