BILL GARRETT, Davidson County
Trans:T20110070067 DEEDQC
Recvd: 11/07/11 10:51 4 pgs
Fees:22.00 Taxes:0.00
20111107-0086787

QUITCLAIM DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $ 0.00

AFFIANT

SUBSCRIBED AND SWORN TO ME ON THE _____DAY OF AUGUST, 2011.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

THIS INSTRUMENT PREPARED BY
Chad L Pearman, Esq.
256 Seaboard Lane, G-104
Franklin, TN 37067

ADDRESS OF NEW OWNER	SEND TAX BILLS TO	MAP-PARCEL
Donald S. Portell, Christine L. Portell	Same	MAP: 171.03 A
524 Arden Wood Place		Parcel: 024.00
Brentwood, TN 37027		

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

MICHAEL R. KIRBY, AND WIFE MELISSA D. KIRBY

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY ALL OF OUR INTEREST UNTO:

DONALD S. PORTELL, AND WIFE, CHRISTINE L. PORTELL

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS TO-WIT:

BEING LOT NO. 221, SECTION 1B, FREDERICKSBURG, OF RECORD IN BOOK 7900, PAGE 509, AMENDED IN BOOK 7900, PAGE 552, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN IS REFERENCED FOR A MORE COMPLETE AND ACCURATE DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO MICHAEL R. KIRBY, AND WIFE, MELISSA D. KIRBY FROM THE ESTATE OF NANCY H. LATHAM BY WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 20011115-0125305, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

No title search was performed in connection with this conveyance and all information was provided by the parties herein.

This is improved property known as 204 Pratt Court, Brentwood, TN 37027

Witness My hand on this 30 day of August, 2011

Michael R. Kirby

Melissa D. Kirby

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before , the undersigned, a Notary Public, in and for said County and State, the within named: Michael R. Kirby and Melissa D. Kirby, the bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that and executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee , this 30 day of August, 2011

Notary Public Mildred S. Payne

My Commission Expires: Sept. 26, 2011

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS
$ 0.00

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF NOV 20 11

Deputy Register

MILDRED S. PAYNE
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN

1. [ ] FHA 2. [ ] FmHA 3. [X] CONV. UNINS. 4. [ ] VA 5. [ ] CONV. INS.

6. FILE NUMBER: 11-Z CHAD TEST

7. LOAN NUMBER:

8. MORTGAGE INS CASE NUMBER:

C. *NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (11-Z CHAD TEST.PFD/11-Z CHAD TEST/1)

D. NAME AND ADDRESS OF BORROWER	E. NAME AND ADDRESS OF SELLER	F. NAME AND ADDRESS OF LENDER
Donald S. Portell Christine L. Portell 524 Arden Wood Place Brentwood, TN 37027	Michael R. Kirby Melissa D. Kirby 204 Pratt Court Brentwood, TN 37027	CASH

G. PROPERTY LOCATION	H. SETTLEMENT AGENT 48-1260814	I. SETTLEMENT DATE
204 Pratt Court Brentwood, TN 37027 Davidson County, TN A. U.S	Jim R. Vanderpool, P.C. PLACE OF SETTLEMENT 256 Seaboard Lane, G-104 Franklin, TN 37067	August 30, 2011

J. SUMMARY OF BORROWER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER:			**400. GROSS AMOUNT DUE TO SELLER:**		
101. Contract Sales Price		285,000.00	401. Contract Sales Price		285,000.00
102. Personal Property			402. Personal Property		
103. Settlement Charges to Borrower (Line 1400)			403.		
104.			404.		
105.			405.		
Adjustments For Items Paid By Seller in advance			*Adjustments For Items Paid By Seller in advance*		
106. City/Town Taxes	to		406. City/Town Taxes	to	
107. County Taxes	to		407. County Taxes	to	
108. Assessments	to		408. Assessments	to	
109. HOA Fees			409. HOA Fees		
110.			410.		
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM BORROWER		285,000.00	*420. GROSS AMOUNT DUE TO SELLER*		285,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:			**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**		
201. Deposit or earnest money			501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)			502. Settlement Charges to Seller (Line 1400)		
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff First Mortgage		
205.			505. Payoff Second Mortgage		
206.			506.		
207.			507.		
208.			508.		
209.			509.		
Adjustments For Items Unpaid By Seller			*Adjustments For Items Unpaid By Seller*		
210. City/Town Taxes	01/01/11 to 08/30/11	2,126.33	510. City/Town Taxes	01/01/11 to 08/30/11	2,126.33
211. County Taxes	to		511. County Taxes	to	
212. Assessments	to		512. Assessments	to	
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. TOTAL PAID BY/FOR BORROWER		2,126.33	*520. TOTAL REDUCT. AMT DUE SELLER*		2,126.33
300. CASH AT SETTLEMENT FROM/TO BORROWER:			**600. CASH AT SETTLEMENT TO/FROM SELLER:**		
301. Gross Amount Due From Borrower (Line 120)		285,000.00	601. Gross Amount Due To Seller (Line 420)		285,000.00
302. Less Amount Paid By/For Borrower (Line 220)		(2,126.33)	602. Less Reductions Due Seller (Line 520)		(2,126.33)
303. CASH (X FROM) (TO) BORROWER		282,873.67	*603. CASH (X TO) (FROM) SELLER*		282,873.67

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower

Seller

Michael R. Kirby

Melissa D. Kirby

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price $ @ %			
Division of Commission (line 700) as Follows:			
701. $ to			
702. $ to			
703. Commission Paid at Settlement			
704. to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee % to			
802. Loan Discount % to			
803. Appraisal Fee to			
804. Credit Report to			
805. Flood Certification Fee to			
806. Flood Cert. Life of Loan Fee to			
807. Document Preparation Fee to			
808. Processing Fee			
809. Tax Service Fee			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From to @ $ /day (days %)			
902. MIP Totlns. for LifeOfLoan months			
903. Hazard Insurance Premium 1.0 years			
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance months @ $ per month			
1002. Mortgage Insurance months @ $ per month			
1003. City/Town Taxes months @ $ per month			
1004. County Taxes months @ $ per month			
1005. Assessments months @ $ per month			
1006. months @ $ per month			
1008. Aggregate Adjustment months @ $ per month			
1100. TITLE CHARGES			
1101. Settlement or Closing Fee to Jim R. Vanderpool, P.C.		0.00	
1102. Document Preparation to		0.00	
1103. Shipping/Handling Express Fee to Jim R. Vanderpool, P.C.		0.00	
1104. Abstract or Title Search to Jim R. Vanderpool, P.C.			
1105. Settlement or Closing Fee to Jim R. Vanderpool, P.C.			
1106. Document Preparation to Jim R. Vanderpool, P.C.			
1107. Release Verification Fee to Jim R. Vanderpool, P.C.			0.00
(includes above item numbers:)			
1108. Title Insurance to Jim R. Vanderpool, P.C. agent for First Am. Title Ins. Co.			
(includes above item numbers: 1103-1107)			
1109. Lender's Coverage $			
1110. Owner's Coverage $ 285,000.00			
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed $; Mortgage $; Releases $			
1202. City/County Tax/Stamps: Deed ; Mortgage			
1203. State Tax/Stamps: Conveyance Tax 1,054.50 ; Mortgage Tax		0.00	
1204.			
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey to			
1302. Pest Inspection to			
1303. Home Warranty			
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		0.00	

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Jim R. Vanderpool, P.C.
Settlement Agent

BUYER/SELLER SETTLEMENT STATEMENT (HUD-1) CERTIFICATION

Buyer/Borrower:	Donald S. Portell , and wife, Christine L. Portell
Seller:	Michael R. Kirby, and wife, Melissa D. Kirby
Date:	30th day of August, 2011
Property Location:	204 Pratt Court, Brentwood, TN 37027

The Buyer and Seller this date have checked, reviewed and approved the figures appearing on the disclosure/HUD-1 settlement statement, and any attachment thereto (statement of actual costs), fully incorporated herein by reference. Buyer acknowledges receipt of the payment of the loan proceeds in full, and seller acknowledges payment in full of the proceeds due Seller from the settlement.

The Buyer and Seller understand that the tax prorations shown on the settlement statement are Based on the prior tax periods rate(s). The Buyer understands that the next tax bill (even if in the name of the seller) is the responsibility of the Buyer. Buyer and Seller understand the property taxes are based on current available information and are subject to change or adjustment by the Tax Assessor / Tax Collector / Tax Appraiser, and if so both parties agree to such change, to correct all documents and monies accordingly, and to immediately pay their apportionate amount. If applicable, Buyer shall submit a request in writing to the Seller for the apportionate amount. Both parties understand that Jim R. Vanderpool, P.C. is not responsible for any property tax re-proration request or enforcement thereof.

Seller understands that the payoff figure(s), if any, shown on the first page of the settlement statement are figures supplied to the settlement agent by the seller's lender(s) and is/are subject to confirmation upon tender of payment. If the payoff figure(s) are inaccurate, seller agrees to immediately pay any shortage(s) that may exist.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof; the terms and conditions contained therein shall survive the closing and shall not merge upon the delivery of the warranty deed.

I have carefully reviewed the HUD-1 settlement statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 settlement statement and all attachments thereto.

Donald S. Portell

Christine L. Portell

Michael R. Kirby

Melissa D. Kirby

To the best of my knowledge, the HUD-1 settlement statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

JIM R. VANDERPOOL, P.C.

By: _____
Jim R. Vanderpool, P.C.

Warning: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 & Section 1010.