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:T20120099605 DEEDWARR
Recvd: 12/28/12 13:33 3 pgs
Fees:18.00 Taxes:392.20
20121228-0120129



Christy Wilkins Ivey

*Percy Wilkins, Jr. (retired)*


W & I Ref: DM Title No: 52128

Dav. Co. File: Box 8

| ADDRESS NEW OWNER: | RESPONSIBLE FOR TAX PAYMENT: |
|---|---|
| Tamara Doyle Davenport<br>2102 Early Ave.<br>Nashville, TN 37206 | SAME |

**TAX MAP-PARCEL NUMBERS: 08307021000**

# *WARRANTY DEED*

**FOR AND IN CONSIDERATION** of the sum of **$106,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Thelma B. Collier, as surviving tenant by the entireties and who has not remarried**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Tamara Doyle Davenport** 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. 17 on the Map of Part One Hanley Subdivision of record in Book 1424, page 33, Register's Office for said County.

Said Lot No. 17 fronts 77.07 feet on the westerly margin of Riverside Drive and extends back 232 feet on the northerly line and 218.78 feet on the southerly line to the easterly right of way line of the L & N Railroad, measuring 76.47 feet thereon.

Being the same property conveyed to Richard Earle Collier and wife, Thelma B. Collier, by Warranty Deed from Adkisson Homes, Inc., dated October 6, 1948 and recorded on October 7, 1948, of record in Book 1641, page 369, Register's Office for Davidson County, Tennessee. Richard Earle Collier has since died, leaving Thelma B. Collier as the surviving tenant by the entireties.

**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 2013, and subsequent years; The Plan, with Owner's Certificate, of record in Book 1424 Page 33, said Register's Office, which Plan shows a 50 foot minimum building setback line from Riverside Drive, a 10 foot easement for public utility purposes along the rear line and easement for the right of way of the L & N Railroad along the rear line of said lot.

This instrument is executed on behalf of Thelma B. Collier a/k/a Thelma Berry Collier by pursuant to a Power of Attorney executed by her on the 16th day of September, 2010 of record in Instrument No. _____, 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: 918 Riverside Drive, Nashville, Tennessee 37206**

**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 27th day of December, 2012 .

Thelma B Collier /Edna C Salyer Attorney in Fact

**Thelma B. Collier**
**By: Edna Collier Salyer, Attorney in Fact**

**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: $106,000.00

Tamara Davenport
Affiant

Sworn and subscribed before me this 27th day of December, 2012

Notary Public

My Commission Expires: _____

CHRISTY W. IVEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

MY COMMISSION EXPIRES:
March 3, 2015

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 **Edna Collier Salyer** 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 **Thelma B. Collier**, 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 27th day of December, 2012

Notary Public

My Commission Expires:

CHRISTY W. IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

MY COMMISSION EXPIRES:
March 3, 2015

## EXHIBIT "A"
**To**
**Warranty Deed**

**FROM:** Thelma B. Collier, as surviving tenant by the entireties and who has not remarried,

**TO:** Tamara Doyle Davenport

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.

Edna [redacted] Collier, Affiant
E.C. Salyer

Sworn to and subscribed before me this

27th day of December, 2012

Notary Public

My Commission Expires:_____

CHRISTY W. IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

MY COMMISSION EXPIRES:
March 3, 2015