File Box 8

PREPARED BY (AND RETURN TO):

Broker Title & Escrow, LLC

58 Music Square West
Nashville, Tennessee 37203
Phone (615) 986-2213 - Fax 615-329-3037

BILL GARRETT, Davidson County
Trans:T20140037537 DEEDWARR
Recvd: 05/29/14 13:31 3 pgs
Fees:18.00 Taxes:736.30
20140529-0046264

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Donald McDonald Leah McDonald 3031 Harpeth Springs Drive Nashville, Tennessee 37221	Farmington Mortgage, a division of CapStar Bank 2002 Richard Jones Road, Suite 300A Nashville, Tennessee 37215

TAX MAP-PARCEL NUMBERS: 141060C16500CO

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$199,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Patrick L. O'Hara, married**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Donald McDonald and Leah McDonald, husband and wife,** 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. 145 on the Plan of Riverbridge, Phase 2, Section 2 of record in Doc. No. 20100302-0015635, Register's Office for said County, to which Plan reference is hereby made for a more complete description.

Being the same property conveyed to Patrick L. O'Hara, a married man by Warranty Deed from Beazer Homes, Inc. a Tennessee corporation, dated January 7, 2011 and recorded on January 12, 2011 of record in Doc. No. 20110112-0003355, 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 2014, and subsequent years; The Plan, with Owner's Certificate, of record in Doc. No. 20100302-0015635, said Register's Office, which Plan shows a minimum building setback line and easement to which Plan reference is hereby made for a more complete description. Easements and rights granted to Nashville, Chattanooga and St. Louis Railway as set forth in Book 1298, page 244, said Register's Office. Stormwater Detention Agreement of record in Doc. No. 200311060-0163291, said Register's Office. Subject to the flow of the Harpeth River. The Declaration of Covenants, Conditions and Restrictions of record in Doc. No. 20030205-0016044, amended in , Doc. No. 20030303-0027396, Doc. No. 20100330-0023630, By Laws in Doc. No. 20030218-0020999, 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 Patrick L. O'Hara by pursuant to a Power of Attorney executed by him on the 22nd day of May, 2014, 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 #20140529-0046263

This instrument is executed on behalf of Danielle O'Hara by pursuant to a Power of Attorney executed by her on the 22nd day of May, 2014, 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 #20140529-0046262

This is improved property, known as: 4440 Kirkbrook Court, Nashville, Tennessee 37221

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 28th day of May, 2014

Patrick L O'Hara by attorney-in-fact

Patrick L. O'Hara by John Bell, Atty-In-Fact

Danielle O'Hara by attorney-in-fact

Danielle O'Hara by John Bell, Atty-In-Fact

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, **John Bell,** 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 **Patrick L. O'Hara and Danielle O'Hara**, 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 28th day of May, 2014

GREG FAIRBE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COU My Commission Expires NOV. 7, 201

Notary Public

My Commission Expires: 11.6.17

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: $199,000.00

Affiant

Sworn and subscribed before me this 28th day of May, 2014

CHRISTY W. IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

MY COMMISSION EXPIRES
March 3, 2015

Notary Public

My Commission Expires:

Wldoc: Deed Wty—12/92

EXHIBIT "A"

To

Warranty Deed

FROM: Patrick L. O'Hara

TO: Donald McDonald and Leah McDonald

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.

John Bell, Affiant

Sworn to and subscribed before me this 28th day of May, 2014

Notary Public

My Commission Expires: 11-6-17

GREG FAIRBETTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires NOV. 6, 2017