PREPARED BY (AND RETURN TO):

Wilkins & Ivey, Attys.

Attorneys at Law
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Phone (615) 298-3312 - Fax (615) 292-8746
Email

Christy Wilkins Ivey

Percy Wilkins, Jr. (retired)

BILL GARRETT, Davidson County
Trans:T20160064887 DEEDWARR
Recvd: 07/28/16 09:55 3 pgs
Fees:18.00 Taxes:1424.50
20160728-0077657

W & I Ref: (DM) Title No.: 58501

Dav. Co. File: Box 8

ADDRESS NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:
J.A.K.S. Realty, L.P. 1700 Homewood Avenue Williamsport, PA 17701	

TAX MAP PARCEL NUMBERS: 08213004600

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$385,000.00**, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Nicholas O. Markham and Laura E. Tharpe, husband and wife**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **J.A.K.S. Realty, L.P.** 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 part of Lot No. 183 on the Plan of Judge John McNairy's Mansion House Tract of record in Minute Book "D", page 593, Chancery Court at Franklin and a copy thereof, as of record in Book 9, on the front fly leaf, Register's Office for Davidson County, Tennessee, described as follows:

Beginning on the northerly margin of Jackson Street at a point 263 1/2 feet West of the westerly margin of 9th Avenue North being the Southwest corner of the property conveyed to Cleary Gilmore, by Deed from Jacinto Chabania Blake and wife, of record in Book 1090, page 117, said Register's Office; thence, with the northerly margin of Jackson Street westwardly 50 feet; thence, northwardly 129 feet to the southerly margin of an alley; thence with said alley, eastwardly 50 feet to the Northwest corner of said Gilmore property; thence, with the westerly line of said Gilmore property southwardly 129 feet to the beginning.

Being the same property conveyed to Nicholas O. Markham and spouse, Laura E. Tharpe by Warranty Deed from Isaac Amundson and Suzanne Shatila, husband and wife, dated June 4, 2010 and recorded on June 9, 2010 of record in Instrument No. 20100609-0044873, 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 2016, and subsequent years; All Matters shown on the Plan, with Owner's Certificate, of record in Book 9, on the front fly leaf, said Register's Office.

This instrument is executed on behalf of Nicholas O. Markham by Laura E. Tharpe pursuant to a Power of Attorney executed by him on the 21st day of July, 2016, of record in Instrument No. 20160728-0077656, 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 914 Jackson Street, Nashville, TN 37203

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 25th day of July, 2016.

Nicholas O. Markham by Laura E. Tharpe — Laura E. Tharpe

Nicholas O. Markham by Laura E. Tharpe, Attorney-In-Fact as Attorney in Fact — **Laura E. Tharpe**

State of Tennessee

County of Davidson

On this 25th day of July, 2016, before me the undersigned authority, personally appeared **Laura E. Tharpe**, 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.

CHRISTY W. IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 1-8-2019

My Commission Expires: _____ Notary

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, **Laura E. Tharpe** 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 **Nicholas O. Markham**, 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 25th day of July, 2016.

CHRISTY W. IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 1-8-2019

My Commission Expires: _____ Notary

State of Tennessee

County of Davidson

AFFIDAVIT

The undersigned declares under oath that the actual consider or value, whichever is greater, for this transfer is: $385,000.00.

Affiant

M. LYNN BODDEN NOTARY PUBLIC AT LARGE WILLIAMSON CO., TENN.

Sworn and subscribed before me this 25th day of July, 2016.

Notary

My Commission Expires: 10-15-2017

EXHIBIT "A"
To
Warranty Deed

FROM: Nicholas O. Markham and Laura E. Tharpe

TO: J.A.K.S. Realty, L.P.

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.

Laura E Tharpe
Laura E. Tharpe, Affiant

Sworn to and subscribed before me this 25th day of July, 2016.

Notary Public

My Commission Expires: _____

CHRISTY W. IVEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 1-8-2019