BOX 10-A

RETURN TO:
PREMIER ESCROW, LLC
4301 HILLSBORO ROAD, STE 300
NASHVILLE, TN 37215

PREPARED BY (AND RETURN TO):

Wilkins & Ivey, Attys.

Attorneys at Law
Woodmont Centre, Suite 100
104 Woodmont Blvd.
Nashville, TN 37205
Phone (615) 298-3312 - Fax (615) 292-8746
Email

Christy Wilkins Ivey

Percy Wilkins, Jr. (1933-2017)

Bill Garrett Davidson County
Batch# 24920 DEEDWARR
11/13/2017 10:52:06 AM 3 pgs
Fees: $18.00 Taxes: $2,349.50

20171113-0116135

W & I Ref: (DM) Title No.: 59285

Dav. Co. File: Box 8

ADDRESS NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:
Madison Hayne Hamilton, Jr. Laura F. Hamilton 709 Vail Court Nashville, TN 37215	SAME

TAX MAP PARCEL NUMBERS: 116120E14600

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$635,000.00**, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Bill Brewer and Laura Ashby, both unmarried**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Madison Hayne Hamilton, Jr. and Laura F. Hamilton, 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. 3 on the Plan of Greystone of record in Book 6200, page 60, Register's Office for said County, to which Plan reference is hereby made for a more complete description.

Being the same property conveyed to Bill Brewer and Laura Ashby by Warranty Deed from Javed Butler and wife, Asma Khalid-Butler, dated July 18, 2005 and recorded on July 20, 2005 of record in Instrument No. 20050720-0084398, Register's Office for Davidson County, Tennessee. The said Bill Brewer and Laura Ashby, have since divorced.

Description Reference: Described according to (or by reference to) the recorded subdivision Plan.

This conveyance is subject to: Taxes for 2018, and subsequent years; The Plan, with Owner's Certificate, of record in Book 6200, page 60, said Register's Office, which Plan shows a 20, foot minimum building setback line from Vail Court, together with a designated building site, and a 10 foot easement for public utility purposes along the northerly front line(s) of said lot. And a 5 foot wall maintenance easement located on the rear of said lot. The Declaration of Covenants, Conditions and Restrictions of record in Book 6300, page 751, Instrument No. 20010808-0085078, 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 Laura Ashby by Bill Brewer pursuant to a Power of Attorney executed by her on the 12th day of October, 2017 of record in Instrument No. 20171113-0116134, 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 709 Vail Court, Nashville, TN 37215

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 9th day of November, 2017

Bill Brewer

Bill Brewer

Laura Ashby by Bill Brewer Atty in fact

Laura Ashby by Bill Brewer, Attorney-In-Fact

State of Tennessee

County of Davidson

On this 9th day of November, 2017, before me the undersigned authority, personally appeared **Bill Brewer** , 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.

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

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, **Bill Brewer** 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 **Laura Ashby**, 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 9th day of November, 2017.

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

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: $635,000.00.

Kathy Snider

Affiant

Sworn and subscribed before me this 9th day of November, 2017.

My Commission Expires: TONYA B. CHERRY STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY, TENN. My Commission Expires August 30, 2021

Notary

EXHIBIT "A"

To

Warranty Deed

FROM: Bill Brewer and Laura Ashby

TO: Madison Hayne Hamilton, Jr. and Laura F. Hamilton

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.

Bill Brewer, Affiant

Sworn to and subscribed before me this 9th day of November, 2017.

Notary Public

My Commission Expires: _____

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