BOX 15

This instrument prepared by:
Steltemeier & Westbrook, Attorneys
2002 Richard Jones Road, Suite C101
Nashville, TN 37215

BOOK 10911 PG 629

WARRANTY DEED AND IRREVOCABLE DURABLE POWER OF ATTORNEY

THIS INDENTURE is made this 4th day of April 1998 by **James G. Fry and wife, Helen Elizabeth Fry** Grantor(s), for the purpose of conveying the premises described herein to Charles Gregory Smith, Jr. and Virginia Abernethy Grantees, and to appoint Larry L. Westbrook as our attorney in fact.

Whenever in this instrument a pronoun is used, it shall be construed to represent either singular or plural, as the case may demand.

I. WARRANTY DEED

WITNESSETH:

That said Grantors, for and in consideration of the sum of One and No/100 DOLLARS ($1.00) and other good and valuable consideration to them in hand paid by Grantees, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and do hereby grant, bargain sell and convey unto the said Grantees the following described premises, to-wit:

Land in Davidson County, Tennessee, being Lot No. 704 the Plan of West Meade Farms, Inc., Section VII, as of record in Plat Book 2331, page 13, Register's Office for said County, to which plat reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to James G. Fry and wife, Helen Elizabeth Fry by deed from len Trotter Capra and husband, Robert G. Capra, of record in Book 8338, page 682, Register's Office for said County.

The above description is the same as the previous deed of record.

THIS conveyance is made subject to applicable restrictions, building set-back line, all existing easements, and to all conditions as shown on the recorded map with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein.

THE NAME AND ADDRESS OF A PROPERTY OWNER:
Charles Gregory Smith, Jr. and Virginia Abernethy Smith
ADDRESS: 6420 Bresslyn Court
Nashville, TN 37205
PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES: Same
ADDRESS: Same
PARCEL ID NO. Map 115-14 Parcel 39

04324 92
IDENTIF. & REFERENCE
98 MAY -1 PM 4:20
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

TO HAVE AND TO HOLD THE said premises to the said Grantees, their heirs and assigns forever.

And said Grantors, for themselves and for their heirs, executors and administrators do hereby covenant with Grantees, their heirs, and assigns, that they are lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances except taxes for the year 1997, which are to be prorated between the parties as of the date of closing, the payment of which is assumed by the Grantees; and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomever.

II. IRREVOCABLE DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

1. **Power of Attorney:** Grantors do hereby make, constitute, and appoint Larry L. Westbrook of Williamson County, Tennessee, as our true and lawful Attorney-In-Fact, for us and in our name, place, and stead and on behalf of us for our use and benefit to do each of the following things:

(a) **General Powers.** Generally to do, sign, or perform in our name, place, and stead any act, deed, matter, or thing whatsoever, that ought to be done, signed, or performed, or that, in the opinion of the Attorney-In-Fact ought to be done, signed, or performed in and about the premises, of or relating in any way to the premises described herein, to all intents and purposes whatsoever, as fully and effectually as we could do if personally present and acting. The enumeration of specific powers hereunder shall not in any way limit the general powers conferred herein.

(b) **Monies.** To receive from or disburse to any source whatever monies derived from the sale of the premises described herein.

(c) **Real and Personal Property.** To buy, lease, sell, alter, maintain, pledge, or in any way deal with real and personal property described herein and sign each instrument necessary or advisable to complete any such real or personal property transaction, including but not limited to, deeds, closing statements, owners' affidavits and bills of sale.

(d) **Litigation.** To sue, defend, or compromise suits and legal actions and to employ counsel in connection with our ownership of the premises described herein.

(e) **Agents.** To contract for or employ agents, accountants, advisors, attorneys, and others for service in connection with the performance by said Attorney-In-Fact of any powers herein, and to appoint a substitute or substitutes to perform any of the acts that our Attorney-In-Fact is by this instrument authorized to perform, with the right to revoke such appointments of a substitute or substitutes at the pleasure of our Attorney-In-Fact, and any such authorization to a substitute shall not terminate with the death or disability of our Attorney-In-Fact.

2. **Ratification.** We hereby ratify and confirm each act done or caused to be done by our Attorney-In-Fact in and about the premises described herein by virtue of this power of attorney.

3. **Inducement.** For the purpose of inducing any party to act in accordance with the powers granted in this power of attorney, we hereby warrant that if this power of attorney is terminated for any reason whatsoever, we and our successors will save such party harmless from any loss suffered or liability incurred by such party in acting in accordance with this power of attorney prior to the receipt by such party of actual notice of any such termination. Any party may rely upon an affidavit executed by our Attorney-In-Fact stating that we do not have actual knowledge of the

BOX 15

termination of the power by revocation or by our death. All multiple counterpart originals shall have equal force and effect, and any party may rely upon a photocopy of this power without production of the original.

4. **Durability.** This power of attorney shall not be affected by any disability, incompetence, or capacity which either of us may suffer at any future time or times, whether or not the same shall be adjudicated by any court, it being our intent that the authorization and powers granted herein shall remain exercisable notwithstanding any such subsequent occurrence, and that this power of attorney shall be construed to satisfy the Tennessee Uniform Durable Power of Attorney Act, Tenn. Code Ann. Section 34-6-101 et seq.

5. **Irrevocable.** For a good and valuable consideration from PHH Real Estate Services Corporation, a Delaware Corporation, the receipt of which is hereby acknowledged, we agree that our Attorney-In-Fact is hereby irrevocably vested with the powers set forth herein, and we do further forever renounce all right to revoke any of the powers of said Attorney-In-Fact, or to appoint any persons or entity other than said Attorney-In-Fact, to execute the same, and forever renounce all rights on our part personally to do any of the acts which our attorney is hereby authorized to perform.

6. **Attorney's Signature.** The following is a specimen of the signature of our Attorney-In-Fact. _____

IN WITNESS WHEREOF, the said Grantors have hereunder set their hands and seals the day and year first above written.

_____
James G. Fry

_____
Helen Elizabeth Fry

STATE OF Tennessee
COUNTY OF Davidson

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, the within named **James G. Fry,** bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL AT OFFICE, at Nashville, Tennessee this the 4 day of April, 1998.

_____
NOTARY PUBLIC

My Commission Expires: 9/21/01

STATE OF Tennessee
COUNTY OF Davidson

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, the within named **Helen Elizabeth Fry,** bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL AT OFFICE, at Nashville, Tennessee this the 4 day of April, 1998.

_____
NOTARY PUBLIC

My Commission expires: 9/21/01

BOX 15

BOOK 10911 PG 632

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $214,800.00.

AFFIANT

Subscribed and sworn to before me this 30th day of April, 19 98.

NOTARY PUBLIC

My Commission Expires:
4/22/2001

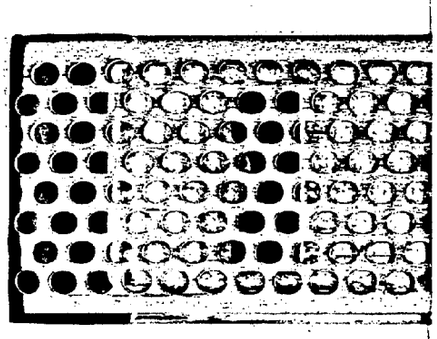
LARRY N. WESTBROOK NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

1548 05/01 0101 03CHECK 811.76

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE



RECEIVED OF _____

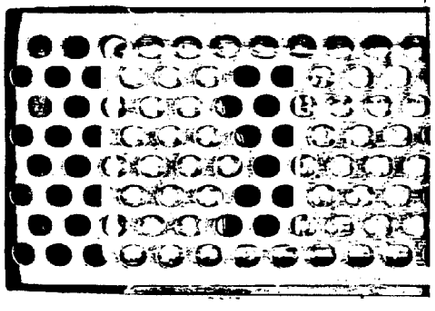
FOR _____

BOOK 10911 PG 633

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT	214800.00
			CON TX	794.76
			PRFEE	1.00
			WDEED	16.00
			TOTAL	811.76
			CHECK	811.76
05/01/98	01	16:23	0001	1548

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0432492
IDENTIF. # REFERENCE

98 MAY -1 PM 4:20
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1287628