Bk 2

WARRANTY DEED
AND
IRREVOCABLE DURABLE POWER OF ATTORNEY

BOOK 11512 PG. 471

THIS INDENTURE is made this the 1st day of June, 19 99 by Bobby F. Cash, and wife, Linda I. Cash, **First Parties**, for the purpose of conveying the premises described herein to MICHAEL GRANT JOYCE and wife, ROBIN MITCHELL JOYCE, **Second Parties**, and to appoint **PRUDENTIAL REAL ESTATE SERVICES LIMITED PARTNERSHIP**, a Corporation of the State of Delaware, and its directors, officers, employees or agents, and Toni Parsley of the Office of Priority Escrow Services, and their authorized agents or representatives 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.

1. **WARRANTY**

W I T N E S S E T H,

That said **First Parties**, 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 **Second Parties**, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and do hereby grant, bargain sell and convey unto the said **Second Parties** the following described premises, to-wit:

SEE SCHEDULE "A" ATTACHED

The above description is the same as the previous deed of record, no boundary survey having been made at the time of his conveyance.

This conveyance is made subject to applicable restrictions, building set-back lines, all existing easements, and to all conditions as shown of Public Record.

The grantees herein assume and agree to pay all taxes assessed against said real estate for the year 1999.

I/We covenant that I/we am lawfully seized and possessed of said real estate; have full power and lawful authority to sell and convey the same; that the title thereto is clear, free and unencumbered, except as hereinabove mentioned, and I will forever warrant and defend the same against all lawful claims.

THE NAME AND ADDRESS OF A PROPERTY OWNER:
Mr. & Mrs. Michael Grant Joyce

ADDRESS: 8000 Montcastle Drive, Nashville, TN

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:
CHASE MANHATTAN MORTGAGE CORPORATION

ADDRESS: P.O. BOX 78824
PHOENIX, AZ 85062-8824

PARCEL ID NO. **155-02-A-42**

99 JUN -4 PM 1:23

058177

CROSS REFERENCE

STATE OF TN.
REGISTER'S OFFICE

$425 04/04 0101 03CHECK 897.75

This instrument prepared by: **Hogan & Willig, PLLC**
Attorney for Prudential Real Estate Services Limited Partnership
One John James Audubon Parkway, Suite 210
Amherst, NY 14228.

This conveyance is being made with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. **TO HAVE AND TO HOLD** the said premises to the said Second Parties, their heirs and assigns forever.

And said **First Parties**, for themselves and for their heirs, executors and administrators do hereby covenant with **Second Parties**, 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 promises are free from all encumbrances except taxes for the year 199_, which are to be prorated between the parties as of the date of closing, the payment of which is assumed by the **Second Parties**; 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 First Parties do hereby make, consulate, and appoint **PRUDENTIAL REAL ESTATE SERVICES LIMITED PARTNERSHIP**, a Delaware Corporation ("Agent") and/or Toni Parsley of the Office of Priority Escrow Services, ("Agent") and/or their authorized and designated agents or representatives, 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 services 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 appointment 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 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 he does not have actual knowledge of the 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 Art, Tenn. Code Ann. Section 34-6- 101 et seq.

5. **Irrevocable**, For a good and valuable consideration from **PRUDENTIAL REAL ESTATE SERVICES LIMITED PARTNERSHIP**, 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 person 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.

IN WITNESS WHEREOF, the said First Parties have hereunder set their hand and seal the day and year first above written.

Bobby F. Cash

Bobby F. Cash

Linda I. Cash

Linda I. Cash

STATE OF TENNESSEE

COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, Bobby F. Cash, the within named bargainer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes herein contained.

WITNESS MY HAND AND SEAL AT OFFICE, in Davidson County, this the 26th day of March, 1999.

KIMBERLY OLIVER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Kimberly Oliver

NOTARY PUBLIC

My Commission Expires: 11-24-01

STATE OF TENNESSEE

My Commission Expires NOV. 24, 2001

COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, Linda I. Cash, the within named bargainer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes herein contained.

WITNESS MY HAND AND SEAL AT OFFICE, in Davidson County, this the 26th day of March, 1999.

KIMBERLY OLIVER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Kimberly Oliver

NOTARY PUBLIC

My Commission Expires: 11-24-01

My Commission Expires NOV. 24, 2001

I hereby, Swear or affirm that the actual consideration or true value of this transfer, whichever is greater is:

$ 237,500.00.

Affiant: John Pinsley.

Subscribed and sworn to before me this 1 day of June, 1999.

Catherine R. Tice

NOTARY PUBLIC

My Commission Expires: 5-28-2000

CATHERINE R. TICE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

BEING LOT NO. 42 ON THE PLAN OF MONTCASTLE ESTATES OF RECORD IN BOOK 6900, PAGE 326, AS AMENDED IN BOOK 8605, PAGE 91, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HERE MADE, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON INTEREST OF MONTCASTLE ESTATES, ALL AS DESCRIBED IN SAID REFERENCE, DESCRIBED ACCORDING TO THE SURVEY OF ANDERSON-DELK & COMPANY DATED JUNE 8, 1987.

BEING THE SAME PROPERTY CONVEYED FROM SCOTT E. DUCKWORTH AND WIFE, MICHELLE Y. DUCKWORTH TO BOBBY F. CASH AND WIFE, LINDA I. CASH IN DEED DATED 01/31/95 AND RECORDED 02/07/95, IN BOOK 9590 PAGE 379, DAVIDSON COUNTY RECORDS.

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

0595817

IDENTIFICATION REFERENCE

99 JUN -4 PM 1:23

JILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

BOOK 11512 PG. 475

CAMT	237500.00
CON TX	878.75
PRFEE	1.00
WDEED	16.00
CFEE	2.00
TOTAL	897.75
CHECK	897.75

06/04/99 01 13:26 0001 5429

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1469932