Prepared by:
Centennial Title Company, Inc.
30 Burton Hills Blvd., #240
Nashville, TN 37215

39-B
File #00-1320

Davidson County DEEDWARR
Recvd: 10/03/00 11:22 5pgs
Fees:23.00 Taxes:348.54
20001003-0097803

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Rhonda E. Thompson, married, and Edward Q. Morris and wife, Virginia R. Morris**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Jennifer K. Holcomb, and husband Kevin L. Holcomb**, 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. 1-A of the Zone Lot Division of Lot No. 1 of Harbor Gate Subdivision, Section 4, of record in Plat Book 6900, Page 226, said Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to Rhonda E. Thompson, a one-half undivided interest, and Edward Q. Morris and wife, Virginia R. Morris, a one-half undivided interest to be held between Rhonda E. Thompson and Edwards Q. Morris & wife Virginia R. Morris as tenants in common, with right of survivorship, by deed of record in Book 10796, Page 974, Registers office for said County. David Thompson, husband of Rhonda E. Thompson, joins in the execution of this document to convey any marital interest he may have in said property.

The property conveyed herein is subject to matters shown on the recorded plan, and to applicable easements and restrictions of record, and Property Taxes for the current year.

Rhonda E. Thompson and David Thompson have appointed Edward Q. Morris as their Attorney-In-Fact by Limited Power of Attorneys attached hereto as Exhibits A and B.

This is improved property, known as: 701 Holder Drive, Nashville TN 37217.

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 covenant with the said Grantee that Grantor is lawfully seized and possessed of said of said land in fee simple, has 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. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS THE EXECUTION HEREOF this 29th day of September, 2000

Rhonda E. Thompson
Rhonda E. Thompson
By: Edward Q. Morris, Attorney-In-Fact
Edward Q. Morris

Edward Q. Morris
Edward Q. Morris

David Thompson
David Thompson
By: Edward Q. Morris, Attorney-In-Fact
Edward Q. Morris

Virginia R. Morris
Virginia R. Morris

State of Tennessee)
County of Davidson)

On this 29th day of September, 2000, before me the undersigned, a Notary Public in and for said County and State, personally appeared before me the within named Virginia R. Morris and Edward Q. Morris, individual, and Edward Q. Morris signing as Attorney-In-Fact for Rhonda E. Thompson and David Thompson the bargainor(s), 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 of Virginia R. Morris, Edward Q. Morris, Rhonda E. Thompson and David Thompson.

Notary Public

KENNETH M. BALLEW NOTARY PUBLIC AT LARGE DAVIDSON CO., TN

My Commission Expires: 9-29-2007

State of Tennessee)
County of Davidson)

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: **$ 94,200.00.**

X Kri L Holcomb
Affiant

Sworn and subscribed before me on this ~~the 29th~~ day of September, ~~2000~~.

Notary Public

KENNETH M. BALLEW NOTARY PUBLIC AT LARGE DAVIDSON CO., TN

My Commission Expires: 9-29-2007

NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:	TAX MAP-PARCEL #:
Jennifer K. Holcomb	**Union Planters Bank, N.A.**	**136-14-151**
701 Holder Drive	**158 Madison Avenue**	
Nashville, TN 37217	**Memphis, TN 38101**	

Exhibit A

34-B

This Instrument Prepared By:
Centennial Title Company, Inc.
30 Burton Hills Blvd., Suite 240
Nashville, TN 37215

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, **Rhonda E. Thompson**, do make, constitute and appoint **Edward Q. Morris**, as my true and lawful attorney in fact for me, and in my name and stead to do and perform all matters and things necessary for the purpose of carrying on my personal business affairs as follows:

1) To sell and convey in my name, with general warranty in such manner and on such terms of payment as provided by contract, my interest in certain real property situated in **Davidson** County, Tennessee, of which I am seized and possessed, said real property being known as:

701 Holder Drive, Nashville, Tennessee 37217
Lot No. 1-A of the Zone Lot Division of Lot No. 1, Harbor Gate Subdivision, Section 4

2) To execute, acknowledge, and deliver good and sufficient Warranty Deed and conveyances for the same either with or without covenants of warranty, and to do, execute and perform all and every other act or acts, thing or things in law needful and necessary to be done in and about the premises as fully, completely, and amply to all intents and purposes whatsoever as I might or could do if acting personally.

3) This Power of Attorney shall also ratify any and all acts that my said attorney in fact may have undertaken on or for my behalf including, but without limiting by designation, executing documents required by the lending institution, any and all other documents or writing which may or might expedite the selling and conveying of my interest in the property.

This Power of Attorney is executed pursuant to the Uniform Durable Power of Attorney Act (T.C.A. 34-6-101, et seq.) this Power of Attorney shall not be affected by subsequent disability or incapacity of the principal. This Limited Power of Attorney shall be revoked only by written instrument filed of record in the Register's Office for said County.

And I hereby ratify and confirm all lawful acts done by my said Attorney in Fact by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set our hand this the 17th day of August, 2000.

Rhonda E. Thompson

Rhonda E. Thompson
S.S.# 415-88-8886

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 **Rhonda E. Thompson**, the Bargainor, with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, TN, this 17th day of August, 2000.

Amanda B. Permitt
Notary Public

My Commission Expires: 11-30-2002

AMANDA B. PERMITT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE
My Commission Expires Nov. 30, 2002

39-B

Exhibit B

This Instrument Prepared By:
Centennial Title Company, Inc.
30 Burton Hills Blvd., Suite 240
Nashville, TN 37215

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, **David Thompson**, do make, constitute and appoint **Edward Q. Morris**, as my true and lawful attorney in fact for me, and in my name and stead to do and perform all matters and things necessary for the purpose of carrying on my personal business affairs as follows:

1) To sell and convey in my name, with general warranty in such manner and on such terms of payment as provided by contract, my interest in certain real property situated in **Davidson** County, Tennessee, of which I am seized and possessed, said real property being known as:

701 Holder Drive, Nashville, Tennessee 37217
Lot No. 1-A of the Zone Lot Division of Lot No. 1, Harbor Gate Subdivision, Section 4

2) To execute, acknowledge, and deliver good and sufficient Warranty Deed and conveyances for the same either with or without covenants of warranty, and to do, execute and perform all and every other act or acts, thing or things in law needful and necessary to be done in and about the premises as fully, completely, and amply to all intents and purposes whatsoever as I might or could do if acting personally.

3) This Power of Attorney shall also ratify any and all acts that my said attorney in fact may have undertaken on or for my behalf including, but without limiting by designation, executing documents required by the lending institution, any and all other documents or writing which may or might expedite the selling and conveying of my interest in the property.

This Power of Attorney is executed pursuant to the Uniform Durable Power of Attorney Act (T.C.A. 34-6-101, et seq.) this Power of Attorney shall not be affected by subsequent disability or incapacity of the principal. This Limited Power of Attorney shall be revoked only by written instrument filed of record in the Register's Office for said County.

And I hereby ratify and confirm all lawful acts done by my said Attorney in Fact by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set our hand this the 23 day of August, 2000.

David Thompson
S.S.# 490-70-2835

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 **David Thompson**, the Bargainor, with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, TN, this 23 day of August, 2000.

Notary Public

My Commission Expires: 7-17-2002

JENNIFER MARSH NOTARY PUBLIC STATE OF COLORADO
MY COMMISSION EXPIRES July 17, 2002