Re-Record to include the legal description, left off when originally recorded BOX 15

BOOK 10294 PG 911

RE-RECORD

Davidson County DEEDWARR
Recvd: 10/04/01 15:58 5pgs
Fees:27.00 Taxes:0.00
20011004-0108253

01 DEC 10 PM 4:16
DAVIDSON COUNTY, TN.

0257146
IDENTIF. A REFERENCE

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

WARRANTY DEED AND IRREVOCABLE DURABLE POWER OF ATTORNEY

THIS INDENTURE is made this 4 day of September 1996, by James T. Misch and wife, Joyce Misch Grantors, for the purpose of conveying the premises described herein to Steven A. Smith and wife, Lorinda A. Smith Grantees, and to appoint Lee E. Cranford 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:

SEE ATTACHED FOR LEGAL DESCRIPTION

Being the same property conveyed to James T. Misch and wife, Joyce Misch by deed from Harry M. Gienger, Mary Gienger Evans, Louise Gienger Ray and Audrey Gienger Morrow of record in Book 8126, page 405, Register's Office for ~~Williamson~~ Davidson County, Tennessee.

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

THE NAME AND ADDRESS OF A PROPERTY OWNER:

Steven A. Smith and Lorinda A. Smith
ADDRESS: 5218 Rawlings Road
Joelton, TN 37080
PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES: Collateral Mortgage, Ltd.

ADDRESS: 1900 Crestwood Blvd.
Birmingham, AK 35210
PARCEL ID NO. Map 21-00-0 Parcel 349

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 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 1996, 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 Lee E. Cranford of Davidson 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 ements, 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 instrumenty 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 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 T. Misch

James T. Misch

Joyce Misch

Joyce Misch

STATE OF Ohio
COUNTY OF Summit

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, **James T. Misch**, the within named bargainor, 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 therein contained.

WITNESS MY HAND AND SEAL AT OFFICE, at Hudson, Ohio this the 4th day of September, 1996.

Pamela L Cannon

NOTARY PUBLIC

PAMELA L. CANNON, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires June 30, 1998

My Commission Expires: June 30, 1998

STATE OF Ohio
COUNTY OF Summit

PERSONALLY APPEARED BEFORE ME, the undersigned notary public in and for said County and State, **Joyce Misch**, the within named bargainor, with whom I am personally acquainted, or 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 SEAL AT OFFICE, at Hudson, Ohio this the 4th day of September 1996.

Pamela L Cannon

NOTARY PUBLIC

My Commission expires: June 30, 1998

PAMELA L. CANNON, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires June 30, 1998

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: $ 171,500.00 .

AFFIANT

Subscribed and sworn to before me this 16th day of December, 19 96 .

NOTARY PUBLIC

My Commission Expires:

3-25-2000

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Exhbiti "A"

Land in the 14th Civil District of Davidson County, Tennessee and described as Tract 5, according to a survey by Ray G. Cole, Registered Land Surveyor, No. 924, dated April 5, 1990 as follows:

Beginning at an iron pin set in the northerly margin of Rawlings Road, the most southeast corner of this tract and being the most southwest corner of Edwin Gienger Property of record in Deed Book 7014, Page 23, Register's Office for Davidson County, Tennessee; thence, with the margin of said Road, S. 82 49 m 49 min. 32 sec. W. 180.50 feet to an iron pin set in the margin of said Road, the most southeast corner of Tract 4 of te above referenced survey; thence, leaving said Road and with the line of said Tract 4, N. 07 deg. 58 min. 45 sec. E. passing an iron pin set on the south bank of a creek at 992.61 feet and in all a total of 1008.61 feet to the center of said creek, corner to said Tract 4 and being in the line of Porter D. Mayo; thence, with the centerline of said creek and said Mayo for the next three calls as follows; N. 76 deg. 33 min. 37 sec. E. 30.51 feet, N. 87 deg. 58 min. 16 sec. E. 75.58 feet, and N. 47 deg. 26 min. 54 sec E. 117.07 feet to a point in the center of said creek, near the corner of said Mayo and the corner of Ronnie Rippetoe; thence, with the line of said Rippetoe, N. 84 deg 14 min. 54 sec. E. 73.07 feet to a point in the centerline of said creek, and the line of said Rippetoe, and being the most northwest corner of said Edwin Gienger; thence, leaving said creek and with the line of said Gienger, S.11 deg. 51 min. 06 sec. W. passing an existing iron pin at 12.12 feet on the south bank of said creek and in all a total of 1095.93 feet to the beginning, containing 5.00 acres more or less.

Being the same property conveyed to James T. Misch and wife, Joyce Misch by deed from Harry M. Gienger, Mary Gienger Evans, Louise Gienger Ray, and Audrey Gienger Morrow of record in Book 8126, Page 405, Register's Office for Davidson County, Tennesse.