39-B

WARRANTY DEED AND IRREVOCABLE DURABLE POWER OF ATTORNEY

THIS INDENTURE is made this the 3 day of July, 2004, by BRETT A. AUFDENKAMP and wife, ALLISON AUFDENKAMP, First Parties, for the purpose of conveying the premises described herein to John T. Manning and wife, Ann C. Manning, Second Parties, and to appoint Burrow Closing Management Corporation, A California Corporation, acting alone and Mid South Title Inc., a Mississippi Corporation, as our attorney in fact.

I. WARRANTY DEED

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 to hereby grant, bargain sell and convey unto the said Second Parties the following described premises, to-wit:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Christiansted Valley Subdivision, Phase 1, Revision 1 as of record in Instrument No. 20010209-0012852, 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 Brett A. Aufdenkamp and wife, Allison Aufdenkamp by deed from John S. Wills and wife, Kelly Jean Wills of record in Instrument No. 20020930-0118482, Register's Office for Davidson County, Tennessee.

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 NAME AND ADDRESS OF A PROPERTY OWNER:
John T. Manning and Ann C. Manning
ADDRESS: 6603 Christiansted Lane
Nashville, TN 37211
PERSON OR ENTITY RESPONSIBLE FOR PAYMENT
OF TAXES: Countrywide Home Loans
ADDRESS: 3011 Armory Drive, Suite 120
Nashville, TN 37204
PARCEL ID NO. Map 172-10-0-B Parcel 1.00 CO

Davidson County DEEDWARR
Recvd: 07/28/04 09:56 3pgs
Fees:18.00 Taxes:969.40
20040728-0090082

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 premises are free from all encumbrances except taxes for the year 2004, 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, constitute, and appoint BURROW CLOSING MANAGEMENT CORPORATION, A California Corporation, Acting Alone ("Agent") and MID SOUTH TITLE AGENCY, INC., A MISSISSIPPI CORPORATION, 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 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 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 Act, Tenn. Code Ann. Section 34-6-101 et seq.

5. **Irrevocable.** For a good and valuable consideration from CENDANT MOBILITY FINANCIAL 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 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.

Brett A. Aufdenkamp
BRETT A. AUFDENKAMP

Allison Aufdenkamp
ALLISON AUFDENKAMP

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 bargainor, **BRETT A. AUFDENKAMP**, 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, in Davidson County, this the 3rd day of July, 2004.

NOTARY PUBLIC

My Commission Expires:
My Commission Expires JAN 29, 2005

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 bargainor, **ALLISON AUFDENKAMP**, 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 therein contained.

WITNESS MY HAND AND SEAL AT OFFICE, in Davidson County, this the 3RD day of July, 2004.

NOTARY PUBLIC

My Commission Expires:
My Commission Expires JAN 29, 2005

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater is:
$ 262,000.00.

Affiant: Ann C. Mannen

Subscribed and sworn to before me this 2 day of July, 2004

NOTARY PUBLIC

My Commission Expires:
7-30-05

This instrument prepared by: Fred A. Ross, Jr.
Attorney for CENDANT MOBILITY FINANCIAL CORPORATION
499 South President Street / P.O. Box 23429
Jackson, Mississippi 39201 / 39225-3429
601-960-4550 Cendant # 149628704