BOX 15

WARRANTY DEED AND IRREVOCABLE DURABLE POWER OF ATTORNEY

THIS INDENTURE is made this the 2nd day of Aug, 2004, by BARRY K. YORK, A Single Person. First Party, for the purpose of conveying the premises described herein to Charles R. Dornan and wife, Martha J. Dornan, 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. 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 First Party, 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:

See Exhibit "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 NAME AND ADDRESS OF A PROPERTY OWNER:
Charles R. Dornan

ADDRESS: 5901 Pettus Road
Antioch, Tn 37013

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES: Same

ADDRESS: Same

PARCEL ID NO. Map 174 Parcel 8.02

Davidson County DEEDWARR
Recvd: 09/21/04 15:29 4pgs
Fees:23.00 Taxes:547.60

20040921-0113693

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and do ver therein. **TO HAVE AND TO HOLD THE** said premises to the said Second Parties, their heirs and assigns fore er.

And said First Party, for him/her/themself and for their heirs, executors and administrators do hereby cover ant with Second Parties, their heirs, and assigns, that they are lawfully seized in fee simple of the premises above conve ed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances exc ept taxes for the year 2004 which are to be prorated between the parties as of the date of closing, the payment of whic h is assumed by the Second Parties; and that they will forever warrant and defend the said premises and the title thei eto 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 Party does hereby make, constitute, and appoint BURROW CLOSI NG MANAGEMENT CORPORATION, A California Corporation, Acting Alone, ("Agent") and MID SOUTH TIT LE AGENCY, INC. A Mississippi Corporation ("Agent"), as our true and lawful Attorney-In-Fact, for us and in our na me, 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, de ed, matter, or thing whatsoever, that ought to be done, signed, or performed, or that, in the opinion of the Attorney-In-F act ought to be done, signed, or performed in and about the premises, of or relating in any way to the premises descri ed herein, to all intents and purposes whatsoever, as fully and effectually as we could do if personally present and act ng. 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 he premises described herein.

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

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

(e) **Agents.** To contract for or employ agents, accountants, advisors, attorneys, and others for serv ces 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 r ght to revoke such appointment of a substitute or substitutes at the pleasure of our Attorney-In-Fact, and any s ch authorization to a substitute shall not terminate with the death or disability of our Attorney-In-Fact.

2. **Ratification.** I hereby ratify and confirm each act done or caused to be done by our Attorney-In-Fac 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 t his 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. A ny party may rely upon an affidavit executed by our Attorney-In-Fact stating that he does not have actual knowledge of he termination of the power by revocation or by our death. All multiple counterpart originals shall have equal force a nd 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 wh ich 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 subsequ ent occurrence, and that this power of attorney shall be construed to satisfy the Tennessee Uniform Durable Powe r of Attorney Act, Tenn. Code Ann. Section 34-6-101 et seq.

5. **Irrevocable.** For a good and valuable consideration from CENDANT MOBILITY FINANCI AL 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 rev ke 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 attorne y is hereby authorized to perform.

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

Barry K. York
BARRY K. YORK

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, **BARRY K. YORK**, 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 2 day of August, 2004.

Lisa J Jaynes
NOTARY PUBLIC

My Commission Expires:
May 28, 2006

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater is:
$ 148,000.00

Affiant:

Subscribed and sworn to before me this 15 day of September, 20 04

NOTARY PUBLIC Larry N. Westbrook

My Commission Expires:
4/23/05

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

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 # 150859404

EXHIBIT A

Land in the 5th Civil District of Davidson County, TN described as follows

Beginning at a fence post on the westerly margin of Pettus Road, said fence post being the northeast corner of the tract herein conveyed and the southeast corner of property conveyed to James Burton Brown and wife, Betty J. Brown of record in Book 4542, page 327, said Register's Office; thence with the westerly margin of Pettus Road south 27 degres 43 minutes 38 seconds East 257.53 feet to a point; thence with a curve to the right, radius 963.72 feet, 290.29 feet to a fence post; thence with a fence North 87 degrees 36 minutes 25 seconds West 374.59 feet to a fence post corner; thence with a fence North 6 degrees 49 minutes 58 seconds East 477.93 feet to a fence post corner; thence with a fence North 89 degrees 00 minutes 53 seconds West 96.26 feet to a point; thence North 12 degres 03 minutes 30 seconds West 15.00 feet to a fence post corner; thence with a fence South 88 degrees 30 minutes 19 seconds East 202.41 feet to the point of beginning, containing 2.89 acres more or less.

Being the same property conveyed to Barry K. York by deed from Melvin Duane Boehm of record in Book 11615, Page 564, Register's Office for Davidson County, Tennessee.