Davidson County DEEDWARR
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Attorney for Cendant Mobility Financial Corp.
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Jackson, MS 39201
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WARRANTY DEED AND IRREVOCABLE DURABLE POWER OF ATTORNEY

THIS INDENTURE is made this the 4 day of February 2005 by WILLIAM P. HERGUTH and wife, STACY HERGUTH, First Parties, for the purpose of conveying the premises described herein to CENDANT MOBILITY FINANCIAL CORPORATION, A DELAWARE CORPORATION, Second Parties, and to appoint Burrow Closing Management Corporation, A California Corporation, acting alone, and Mid South Title Inc., a Mississippi Corporation 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 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. 32 on the Plan of Southampton, Phase III, as of record in Book 5200, page 689-690, 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 William P. Herguth by deed from John F. Mazzotti and wife, Irma Mazzotti of reocrd in Instrument # 200000131-0009691, Register's Office for Davidson County, Tennessee.

THE NAME AND ADDRESS OF A PROPERTY OWNER:

Cendant Mobility Financial Corporation
ADDRESS: P.O. Box 23429
Jackson, MS 39225-3429

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:
Same

ADDRESS: Same

PARCEL ID NO. Map 141-12-0-B Parcel 39.00co

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

With the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and (ower therein. **TO HAVE AND TO HOLD THE** said premises to the said Second Parties, their heirs and assigns f)rever.

And said First Parties, for themselves and for their heirs, executors and administrators do hereby covenant with S econd Parties, their heirs, and assigns, that they are lawfully seized in fee simple of the premises above conveyed and h as full power, authority and right to convey the same, and that said premises are free from all encumbrances except t ixes for the year 2005, which are to be prorated between the parties as of the date of closing, the payment of which i assumed by the Second Parties; and that they will forever warrant and defend the said premises and the title thereto a gainst the lawful claims of all persons whomever.

II. IRREVOCABLE DURABLE POWER OF ATTORNEY

K NOW ALL MEN BY THESE PRESENTS:

1. **Power of Attorney**: First Parties do hereby make, constitute, and appoint BURROW CLOSING M ANAGEMENT CORPORATION, A California Corporation, Acting Alone ("Agent") , and MID SOUTH TITLE A GENCY, INC., A Mississippi Corporation, as our true and lawful Attorney-In-Fact, for us and in our name, place, and s tead 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, r natter, or thing whatsoever, that ought to be done, signed, or performed, or that, in the opinion of the Attorney-In-Fact c ught to be done, signed, or performed in and about the premises, of or relating in any way to the premises described h erein, to all intents and purposes whatsoever, as fully and effectually as we could do if personally present and acting. T he 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 p emises described herein.

(c) **Real and Personal Property.** To buy, lease, sell, alter, maintain, pledge, or in any way deal with r al and personal property described herein and sign each instrument necessary or advisable to complete any such real or p ersonal 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 c nnection with our ownership of the premises described herein.

(e) **Agents.** To contract for or employ agents, accountants, advisors, attorneys, and others for services i connection with the performance by said Attorney-In-Fact of any powers herein, and to appoint a substitute or s ibstitutes to perform any of the acts that our Attorney-In-Fact is by this instrument authorized to perform, with the right t revoke such appointment of a substitute or substitutes at the pleasure of our Attorney-In-Fact, and any such a thorization 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 a id 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 p wer of attorney, we hereby warrant that if this power of attorney is terminated for any reason whatsoever, we and our s iccessors will save such party harmless from any loss suffered or liability incurred by such party in acting in a :cordance with this power of attorney prior to the receipt by such party of actual notice of any such termination. Any p rty may rely upon an affidavit executed by our Attorney-In-Fact stating that he does not have actual knowledge of the t rmination of the power by revocation or by our death. All multiple counterpart originals shall have equal force and e fect, 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 e ther of us may suffer at any future time or times, whether or not the same shall be adjudicated by any court, it being our i tent that the authorization and powers granted herein shall remain exercisable notwithstanding any such subsequent o :currence, and that this power of attorney shall be construed to satisfy the Tennessee Uniform Durable Power of A ttorney Act, Tenn. Code Ann. Section 34-6-101 et seq.

5. **Irrevocable.** For a good and valuable consideration from CENDANT MOBILITY FINANCIAL C ORPORATION, a Delaware Corporation, the receipt of which is hereby acknowledged, we agree that our Attorney-In-F ct is hereby irrevocably vested with the powers set forth herein, and we do further forever renounce all right to revoke a ny of the powers of said Attorney-In-Fact, or to appoint any person or entity other than said Attorney-In-Fact, to e :ecute the same, and forever renounce all rights on our part personally to do any of the acts which our attorney is h :reby authorized to perform.

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

William P. Herguth
WILLIAM P. HERGUTH

Stacy Herguth
STACY HERGUTH

STATE OF TN

COUNTY OF Davidson

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, **WILLIAM P. HERGUTH**, 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 4 day of Feb., 2005

Joan Gorin
NOTARY PUBLIC

My Commission Expires:
9/22/07

JOAN GORIN
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN
My Comm. Expires Sept. 22, 2007

STATE OF TN

COUNTY OF Davidson

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, **STACY HERGUTH**, 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 4 day of Feb., 2005

Joan Gorin
NOTARY PUBLIC

My Commission Expires:
9/22/07

JOAN GORIN
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN
My Comm. Expires Sept. 22, 2007

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater is:
$ 170,000.00.

Affiant: Barbara Burns

Subscribed and sworn to before me this 29 day of April, 2005

JoAnn B. Gisemore
NOTARY PUBLIC

My Commission Expires:
1-28-06

JOANN B. GISEMORE
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN