THIS INSTRUMENT PREPARED BY:
HAYNES & FREEMAN
P. O. Box 527
140 North Main Street
Goodlettsville, Tennessee 37070

Davidson County DEEDQC
Recvd: 11/16/05 12:27 8 pgs
Fees:42.00 Taxes:0.00
20051116-0138522

QUITCLAIM DEED

Address New Owners	Send Tax Bills To:	Map-Parc
Carl Hancock and wife, Roberta Hancock 3144 Nashville Pike Gallatin, Tennessee 37066	Same	Map 33-12 Parcel 90

FOR AND IN CONSIDERATION of One Dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, **ROBERTA HANCOCK, ATTORNEY IN FACT FOR FRANCES ELLA OLIVER, (a copy of the original Durable Power of Attorney dated January 6, 1999 is attached as Exhibit A)** by these presents does hereby quitclaim and convey unto **CARL HANCOCK AND WIFE ROBERTA HANCOCK, AS TENANTS BY THE ENTIRETIES**, any interest Frances Ella Oliver may have in real estate located in **Davidson County, Tennessee, known as 214 Friendship Drive, Goodlettsville, Tennessee 37072:**

Being Lot No. 46 on the Plan of Gateway Subdivision, Section I, as of record in Book 3300, pages 39 and 40, Register's Office for said County.

Said Lot No. 46 fronts 108 feet on the southeasterly side of Friendship Drive, and extends back 180.5 feet on the northeasterly line and 126 feet on the southwesterly line, to a dead line in the rear on which it measures 86.2 feet.

Being the same property conveyed to Hubert Rudolph Oliver (now deceased) and wife, Frances Ella Oliver (a/k/a Frances Oliver) by deed from Murphree Realty Company, of record in Deed Book 106, Page 818 in the Register's Office for Davidson County, Tennessee.

This property is subject to the restrictions recorded in Bood 3344, page 582; and to the easements, and limitations shown on the map of record in Book 3300, pages 39 and 40, Register's Office for said County.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $ -0-.

Subscribed and sworn to before me this 15th day of November, 2005.

My Commission Expires: 05-28-06

(Affix Seal)

Roberta Hancock
Affiant

Notary Public

This property is known as 214 Friendship Drive, Goodlettsville, Davidson County, Tennessee 37072.

Witness my hand this 15th day of November, 2005, the bargaining party, having caused my name to be signed hereto on said day and date.

Roberta Hancock, atty.
a/f/t for Frances Oliver

Roberta Hancock, Attorney in Fact
For Frances Oliver

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, Bennett F. Batchelor, a Notary Public in and for said County and State, **Roberta Hancock**, the within named bargainor and attorney in fact for Frances Oliver, 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 official seal at Goodlettsville, Tennessee, this the 15th day of November, 2005.

BENNETT F. BATCHELOR
NOTARY PUBLIC
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

NOTARY PUBLIC

My Commission Expires: 5-28-06

8274 2591

THIS INSTRUMENT PREPARED BY:
Timothy L. Takacs, Attorney
201 Walton Ferry Road
Hendersonville, TN 37077-0364

Davidson County POA
Recvd: 11/16/05 12:26 6 pgs
Fees:32.00 Taxes:0.00
20051116-0138521

Durable Power of Attorney

I. Appointment

I, Frances Oliver, of Davidson County, Tennessee, make this Durable Power of Attorney pursuant to TENN. CODE ANN. §§ 34-6-101 and 201 et seq. (the "Law"). I intend for the Law to apply in all respects and for this instrument to be construed broadly and not narrowly. I revoke all previous Powers of Attorney I have given to any person or persons.

I appoint Roberta Hancock as my Attorney-in-Fact (my "Agent"). If my Agent is unable or unwilling to serve, I appoint Carl Hancock as my Agent. By a Will or lifetime document, my Agent may appoint a successor Agent for me. However, the successor or alternate Agent shall not serve if an Agent I have appointed is able and willing to serve.

II. Authorized Acts

I authorize my Agent to do the following things for me in my name and on my behalf the same as if I did them myself and any third party shall rely upon the authority of my Agent to:

1. Generally to do, sign or perform in my 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 my Agent, ought to be done, signed or performed in and about the premises, of every nature and kind whatsoever, to all intents and purposes whatsoever, as fully and effectually as I could do if personally present and acting. The enumeration of specific powers hereunder shall not in any way limit the general powers conferred herein.

2. Receive from or disburse to any source whatever moneys through checking or savings or other accounts or otherwise, endorse, sign and issue checks, withdrawal receipts or any other instrument, and open or close any accounts in my name alone or jointly with any other person.

3. Buy, sell, lease, alter, maintain, pledge, or in any way deal with personal property and sign each instrument necessary or advisable to complete any real or personal property transaction, including, but not limited to, deeds, deeds of trust, closing statements, options, notes and bills of sale.

4. Buy, sell, mortgage, or otherwise encumber, dispose of, or contract for the sale, encumbrance, or other disposition of real property; lease, manage, and otherwise deal in real property; insure, repair, raze, and rebuild real property; make any covenants and warranties as to the real property as my Agent believes proper; and sign and acknowledge any instruments necessary to give effect to my Agent's authority. It is not necessary in the exercise of this power by my Agent that this Durable Power of Attorney include a legal description of such property, as it is my intention that my Agent's authority encompass any real property I now own or hereafter acquire. A legal description of my real property may be attached hereto as an exhibit, and it shall be conclusively presumed that the powers with respect to real property granted to my Agent herein shall apply to the real property described in the exhibit.

5. Make, sign, and file income, gift and other tax returns required by the United States of America with respect to tax years 1990 through 2020 and forms 1040, 709, and 2848, or any state, county, municipality, or other legally constituted authority, and

contest and compromise any taxes asserted as due by any taxing authority. To execute any power of attorney required by the Internal Revenue Service or other taxing authority with respect to tax years 1990 through 2020 and forms 1040, 709, and 2848. To represent me, or to designate another person to represent me, in all tax matters in all periods before the Internal Revenue Service and any other taxing authority.

6. Acquire, maintain, cancel or in any manner deal with any policy of life, accident, disability, hospitalization, medical or casualty insurance, and prosecute each claim for benefits due under any policy.

7. Provide for my support and protection, or of my spouse, or of any of my minor children or those of my spouse dependent upon me, including, without limitation, provision for food, housing (including the power to change my domicile), medical services, recreation, and travel.

8. Have free and private access to any safe deposit box in my individual name, alone or with others, in any bank, including authority to have it drilled, with full right to deposit and withdraw from it or to give full discharge therefor.

9. Receive and give receipt for any money or other obligation due or to become due to me from the United States, or any agency or subdivision thereof, and to act as representative payee for any payment I may be entitled to, and redeem any bond or other security wherein the United States, or any agency or subdivision thereof, is the obligor or payer, and give full discharge therefor.

10. Contract for or employ agents, accountants, advisors, attorneys and others for services in connection with the performance by my Agent of any powers herein.

11. Buy United States government bonds redeemable at par in payment of any United States estate taxes imposed at my death.

12. Borrow money for any of the purposes described herein, and secure such borrowings in such manner as my Agent shall deem appropriate, and use any credit card held in my name for any of the purposes described herein.

13. Establish, utilize, and terminate checking and savings accounts, money market accounts and agency accounts with financial institutions of all kinds, including securities brokers and corporate fiduciaries;

14. Invest and reinvest in such stocks, bonds and other securities and properties, real, personal or mixed, and wherever situated, as my Agent deems advisable, including stocks and unsecured obligations, undivided interests, interests in investment trusts, common trust funds, mutual funds (including any such trusts or funds managed by a subsidiary, parent or affiliate of any corporate trustee), annuities (including actuarially sound commercial or private annuities), leases on property that is outside of my domicile, all without diversification as to kind or amount and without being restricted in any way by any statute or court decision (now or hereafter existing) regulating or limiting investments by a fiduciary; and, in making investments or reinvestments, to be obligated only to use good faith and to exercise my Agent's honest judgment as to what investments are, from time to time, for my best interests and of the ultimate beneficiaries of my estate; and, unless inconsistent with other provisions of this instrument, to hold any portion of my estate in cash and uninvested whenever my Agent deems such holding to be to the advantage of me, my estate, or the ultimate beneficiaries of my estate. My Agent shall not be limited to the investments set forth in Title 35, Chapter 3 of Tennessee Code Annotated, but may make such investments or loans the propriety of which, the amount of which, the interest chargeable or receivable therefrom, and the security

therefor to be solely within the discretion of my Agent, and my Agent will incur no liability as a result of such investment or loan or by the default in repayment of such loan in whole or in part.

15. Engage in and transact any and all lawful business of whatever nature or kind for me and in my name, whether as partner, joint adventurer, stockholder, or in any other manner or form, and vote any stock or enter voting trusts.

16. Pay dues to any club or organization to which I belong, and make charitable contributions in fulfillment of any charitable pledge made by me.

17. Transfer any property owned by me to any revocable trust created by me with provisions for my care and support.

18. Sue, defend or compromise suits and legal actions, and employ counsel in connection with the same, including the power to seek a declaratory judgment interpreting this power of attorney, or a mandatory injunction requiring compliance with the instructions of my Agent, or actual and punitive damages against any person failing or refusing to follow the instructions my Agent.

19. Reimburse my Agent or others for all reasonable costs and expenses actually incurred and paid by such person on my behalf.

20. Create, contribute to, borrow from and otherwise deal with an employee benefit plan or individual retirement account for my benefit, select any payment option under any employee benefit plan or individual retirement account in which I am a participant or change options I have selected, make "roll-overs" of plan benefits into other retirement plans, and apply for and receive payments and benefits.

21. Execute other power of attorney forms on my behalf which may be required by financial or brokerage institutions, or others, naming my Agent hereunder as attorney in fact for me on such additional forms.

22. Contract for my entry into and maintenance in, or release from, any hospital, or other type of health care center, or nursing home or assisted living facility or other residence, including the authority to approve and give consent to any type of surgery or other medical or psychiatric treatment, should I at any time in the opinion of my medical doctor be incapable of deciding for myself. My Agent is authorized to review and discuss my medical condition with my doctor or any other health care provider.

23. Request, receive and review any information, verbal or written, regarding my personal affairs or my physical or mental health, including legal, medical and hospital records, execute any releases or other documents that may be required in order to obtain such information and disclose such information to such persons, organizations, firms or corporations as my Agent shall deem appropriate.

24. Make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, if I have not already done so.

In addition to the foregoing powers, I authorize my Agent to exercise the following powers:

1. Make gifts of money or other assets, real or personal property, tangible or intangible, including, without limitation, gifts to my spouse (should I remarry) and to my sister, her husband, and their lineal descendants, a trustee of any inter-vivos trust created by me, and to my Agent, but these gifts cannot be used to discharge a legal obligation of my Agent, including an obligation of support. My Agent may make transfers of my funds to providers of educational and medical services pursuant to I.R.C. Section 2503(e). Such gifts may be made in my Agent's sole and absolute discretion. As for gifts to my Agent,

however, I direct that my successor or alternate Agent, if any, act solely for the purpose of determining if a gift of my property to the Agent is appropriate, and to make any such gifts that are appropriate.

Gifts should be made by my Agent to continue any gifting program previously established by me or in those instances where my Agent reasonably determines that such gifts are prudent for tax planning, asset protection planning, and other reasonable purposes.

Gifts may be made to my Agent's children (if any) provided that no gifts may be made to them that satisfy a support obligation owing by my Agent to them. Such gifts may be made to my Agent's children otherwise, however, in such amounts as my Agent determines appropriate.

Gifts may be made among family members described as permissible recipients in this document, in equal or unequal amounts, and may be made to them either outright or in trust.

In the event that I have created a revocable living trust and the trustee of that trust decides to transfer certain assets from the trust during my lifetime, I authorize my Agent to receive assets from the trust on my behalf and make and convey such gifts as directed by the trustee in my name pursuant to this Durable Power of Attorney.

2. Establish and fund with all or any part of my assets any trust, revocable or irrevocable, which contains dispositive provisions consistent with those set forth in my will (or revocable living trust or other testamentary instrument). If I have failed make a testamentary instrument or otherwise failed to designate such beneficiaries by a testamentary instrument, my Agent is authorized to establish and fund any such trust, revocable or irrevocable, which contains dispositive provisions naming as beneficiaries such individuals or classes of individuals as if I had died intestate.

3. Exercise any powers of revocation, amendment, or appointment which I may have over the income or principal of any trust.

4. Act on my behalf in connection with any fiduciary position held by me.

5. Exercise any incidents of ownership on any life insurance policies owned by me on the life of my Agent.

6. Change beneficiary designations on any death benefits payable on account of my death from any life insurance policy, employee benefit plan, or individual retirement account.

7. Change, add or delete any right of survivorship designation on any property, real or personal, to which I hold title, alone or with others.

8. Renounce or disclaim any property or interest in property or powers to which I may become entitled, whether by gift or testate or intestate succession.

9. Exercise any right, or refuse, release or abandon any right, to claim an elective share in any estate or under any will.

10. Subject to the provisions of the Durable Power of Attorney for Health Care Act, make decisions regarding medical treatments or health care.

Unless otherwise provided herein, my Agent may not:

(1) Perform contractual duties that require the exercise of my personal services.

(2) Make any affidavit as to my personal knowledge.

(3) Vote in any public election on my behalf.

III. Binding Effect and Third-Party Reliance

I ratify each act my Agent does or causes to be done for me under the authority of

this Instrument as fully as if I had done or caused it to be done myself.

I may revoke this Power of Attorney, orally or in writing, at any time. I shall prove the revocation of the power granted under the Law by recording an Instrument of Revocation in the Office of the Register of Deeds, Davidson County, Tennessee.

Any third party may rely upon the authority granted in my Power of Attorney and may act in good faith reliance thereon until the third party has received notice as provided herein. A third party that has not received notice hereunder may, but need not, require that my attorney in fact execute an affidavit described in TENN. CODE ANN. § 34-6-105(c). Until a third party has received notice of revocation, a third party may presume conclusively that I have not revoked this Power of Attorney if my Agent makes the affidavit. A written affidavit may, but need not, be in the following form:

State of _____
County of _____

Before me, the undersigned authority, personally appeared Roberta Hancock (attorney in fact) ("Affiant") who swore or affirmed:

1. Affiant is the attorney in fact named in the Durable Power of Attorney executed by Frances Oliver ("Principal") on January 6, 1999 (Date).
2. To the best of Affiant's knowledge after diligent search and inquiry:
   a. The Principal is not deceased, has not been adjudicated incapacitated or disabled; and has not revoked, partially or completely terminated, or suspended the Durable Power of Attorney;
   b. A petition to determine the incapacity of or to appoint a conservator for the Principal is not pending.
3. Affiant agrees not to exercise any powers granted by the Durable Power of Attorney if Affiant attains knowledge that it has been revoked, partially or completely terminated, suspended, or is no longer valid because of the death or the adjudication of incapacity of the Principal.

_____
Affiant

Sworn to and subscribed before me this ____ day of _____, _____.

_____ My Commission Expires:_____
Notary Public

This Power of Attorney is not revoked or affected by my subsequent disability or incapacity, or by lapse of time.

IV. Miscellaneous

I want my Agent to exercise the authority granted without fear of incurring a liability or expense. Therefore, unless my Agent acts unlawfully or contrary to the authority granted by this Power of Attorney, I shall indemnify my Agent for each monetary expense (including attorneys' fees) that my Agent incurs or expends or that arises from the exercise of my Agent's discretion.

My Agent may resign at any time and may prove the resignation by filing an Instrument of Resignation in the Register's Office of Davidson County, Tennessee.

All photocopies of this document shall have the same validity as the original.

I hope to remain in my home unless medical exigencies make care in the home impossible. I authorize my Agent to pay for in-home services provided by others. Should any agent, relative, or friend care for me in my home while I am ill or incapacitated, then my Agent shall compensate that person at the then current fair market rate for the in-home services being provided.

If care outside the home is indicated, I request that my Agent arrange for my care. Should any agent, relative, or friend personally undertake to arrange for and manage my care during any period of disability, incapacity, illness, accident, or disease from which I may suffer, whether that care is provided in a home, a group home such as an assisted-care living facility, or in a medical institution, I authorize compensation to that personal care manager at the then current fair market rate for the services provided. I suggest that my Agent consult with a geriatric care manager to determine the appropriate management of care.

An agent serving under this instrument may charge my estate for the reasonable value of his or her services, at not less than the hourly wage rate received by him or her at his or her regular job or occupation if employed, and at a higher hourly rate if such a rate is reasonable considering all the circumstances, including the market rate for bookkeeping, investment counseling, and other such services.

I waive the privilege of confidentiality between me and my attorney, to enable my attorney to discuss any matters that my Agent deems reasonable and necessary in the exercise of the powers granted to my Agent.

I do not want a conservator or other legal representative appointed for me, but if one is, it shall be my Agent, who shall serve without bond.

Signed and acknowledged by me on January 6, 1999.

Frances Ella Webb Oliver

Frances Oliver

State of Tennessee
County of Sumner

On January 6, 1999, before me personally appeared Frances Oliver, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that it was executed by her free act and deed.

Notary Public

My Commission Expires: August 12, 2000