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Prepared by:
Attorney for CARTUS CORPORATION
499 South President Street / P.O. Box 23429
Jackson, Mississippi 39201 / 39225-3429
601-960-4550 Cartus File # 1766237

WARRANTY DEED AND IRREVOCABLE DURABLE POWER OF ATTORNEY

THIS INDENTURE is made this the 14 day of May, 2007, by Willard Reed Kelly AND Terri Ann Kelly First Parties, for the purpose of conveying the premises described herein to CARTUS CORPORATION, A DELAWARE CORPORATION, Second Parties, and to appoint Cartus Corporation, a Delaware Corporation ("Agent") and/or Mid South Title Agency, Inc., a Mississippi Corporation ("Agent") and/or its authorized and designated agents or representatives 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 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 35 on the* Plan of New Golf Club Estates Subdivision, as of record in Book 421, page 185, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate legal description.

*Revised

Being the same property conveyed to Willard Reed Kelly and wife, Terri Ann Kelly by deed from James Stephen Turner, Jr. and wife, Christi W. Turner of record in Instrument No. 20030729-0106922, Register's Office for Davidson County, Tennessee.

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:
Cartus Corporation
ADDRESS: P.O. Box 23429
Jackson, MS 39225-3429
PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:
New Owner
ADDRESS:

PARCEL ID NO.
Map 130-11 Parcel 16.00

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 2007, 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 Cartus Corporation, a Delaware Corporation ("Agent") and/or Mid South Title Agency, Inc., a Mississippi Corporation ("Agent") and/or its authorized and designated agents or representatives, 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 CARTUS 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.

Willard Reed Kelly

Terri Ann Kelly

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, **Willard Reed Kelly,** 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 14 day of May, 2007

NOTARY PUBLIC

JULIE E. ADAMS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

MY COMMISSION EXPIRES:
My Commission Expires
November 22, 2010

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, **Terri Ann Kelly,** 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 14 day of May, 2007

NOTARY PUBLIC

JULIE E. ADAMS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

MY COMMISSION EXPIRES:
My Commission Expires
November 22, 2010

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater is:
$ 962,500.00

Affiant:

Subscribed and sworn to before me this 30 day of November, 2007

NOTARY PUBLIC

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

My Commission Expires:
1/23/2010