WARRANTY DEED

Record & Return TO:
Foundation Title
30 Burton Hills Blvd
#175
Nashville, TN 37215

STATE OF TENNESSEE
COUNTY OF Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $155,500.00

Deborah Hutchison
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS **16th** day of April, 2010

DEANNA DAWN JOHNSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Deborah Johnson
Notary Public

MY COMMISSION EXPIRES: 5/28/12

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY:
Foundation Title & Escrow, LLC, 30 Burton Hills Blvd, Suite 175, Nashville, TN 37215

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
W. Turner Hutchison and Deborah Hutchison	same	149-90F-535.00CO
(NAME)	(NAME)	
535 General George Patton Road		
(ADDRESS)	(ADDRESS)	
Nashville, TN 37221		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, I/WE, **Mary Ruth Bennett, married**, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **W. Turner Hutchison and wife, Deborah Hutchison**, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Unit No. 535, together with the Carport designated No. 535-C, in River Plantation, Section VIII, Phase II, a Condominium, a Horizontal Property Regime, located on Sawyer Brown Road and General George Patton Road and Old Harding Pike, Nashville, Davidson County, Tennessee, as shown on the plat of River Plantation, Section VIII, Phase II, Condominium Apartments, recorded in Book 6900, pages 514, 515, 516, and 517, Register's Office for Davidson County, Tennessee, and described in a Master Deed recorded in Book 7417, pages 396, et. Seq., Register's Office for Davidson County, Tennessee, to which reference is hereby made.

Being the same property conveyed to Mary Ruth Bennett by Warranty Deed from Haury and Smith Contractors, Inc., dated January 22, 1988 and recorded in Book 7456, page 13, Register's Office for Davidson County, Tennessee.

Melville Radcliffe Bennettm spouse of Grantor, joins in the execution of this instrument to convey his marital interests, if any, in the subject property.

**See attached Exhibit "A" - Durable Power of Attorney

This conveyance is subject to (a) all restrictions of record; (b) all easements of record; (c) all visible easements; (d) all matters appearing on the plan(s) of record; and (e) all matters referenced in the master deed and by-laws; and (f) all applicable government and zoning regulations.

unimproved ☐
This is improved ☒ property known as 535 General George Patton Road, Nashville, TN 37221

BILL GARRETT, Davidson County
Trans:T20100035103 DEEDWARR
Recvd: 06/09/10 12:23 9 pgs
Fees:48.00 Taxes:575.35

20100609-0044837

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns forever; and we do covenant with the said Grantees that we are lawfully seized and possessed of said land in fee simple, has a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this **16th** day of **April, 2010**

Mary Ruth Bennett by Melville Radcliffe Bennett, her Attorney in Fact

Melville Radcliffe Bennett

State of Tennessee
County of Davidson

On this 16th day of April, 2010, before me, a Notary Public in and for said State and County, duly commission and qualified, personally appeared Melville Radcliffe Bennett, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Mary Ruth Bennett, and who acknowledged that he executed the same as the free act and deed of Mary Ruth Bennett.

Witness my hand and official seal at Nashville, Tennessee, this 16th day of April, 2010.

My Commission Expires:
5/28/12

Notary Public

DEANNA DAWN JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
DeKALB COUNTY

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, Melville Radcliffe Bennett, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 16th day of April, 2010.

DEANNA DAWN JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
DeKALB COUNTY

Notary Public
My Commission Expires 5/28/12

Exhibit "A"

Record & Return TO:
Foundation Title
30 Burton Hills Blvd
#175
Nashville, TN 37215

This instrument prepared by:
Colleen P. Mac Lean
101 Church Street
Nashville, Tennessee 37201
615-726-1614

DURABLE POWER OF ATTORNEY

Executed By

MARY RUTH BENNETT

I. Appointment of Attorney

A. **Initial.**

I, **Mary Ruth Bennett**, ("Principal") of Nashville, Davidson County, Tennessee, hereby appoint **Melville Radcliffe Bennett**, currently of Nashville, Davidson County, Tennessee, my attorney-in-fact ("my attorney") under the Uniform Durable Power of Attorney Act (Tennessee Code Annotated, Sections 34-6-101, et seq. and 34-6-201 et seq.).

B. **Successor.**

If **Melville Radcliffe Bennett** dies, becomes disabled, refuses to serve or otherwise does not act, I appoint **Carolyn A. Tidwell,** currently of Nashville, Davidson County, Tennessee, to serve in this capacity.

I authorize each of my attorneys or any successor attorneys under this document to designate, by will or lifetime document, a successor to serve in that attorney's place.

However, the successor attorney shall not serve if an attorney I have appointed is able and willing to serve.

Any successor succeeding as my attorney shall have all the powers of my attorney as completely as if originally named my attorney, including the power to name a successor attorney.

C. **Durability.** This power of attorney shall not be affected by my subsequent disability or incapacity. I intend for the authority conferred on my attorney herein to be exercisable by my attorney notwithstanding any such disability or incapacity.

II. Powers.

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

A. **Monies.** To receive from or disburse to any source whatever monies through checking, saving, or other accounts of any financial institution; to sign and issue checks, withdrawal receipts, or any other instrument; and to open or close any accounts. This provision covers accounts solely in my name and joint with others.

B. **Brokerage Accounts.** To open, close, and manage any brokerage account that I have; execute any papers required by the brokerage firm to effectuate any sale, purchase, or trade of securities; pay any brokerage firm any monies owed as a result of transactions; and receive from any brokerage firm any monies due me. This provision covers accounts solely in my name and joint with others.

C. **Borrowing.** To borrow money from any legal source, on such terms and conditions, with or without security, as the attorney deems advisable and to sign each instrument necessary or advisable to complete any such borrowing transaction and to use any credit card held in the principal's name for any of the purposes described herein.

D. **Investments.** To invest or reinvest each item of money or other property and to lend money or property upon such terms and conditions and with such surety as the principal's attorney may deem appropriate, or to renew, extend, or modify loans, all in accordance with the fiduciary standards of Section 35-3-11 (without being restricted to those authorized or prescribed by present or future law. The principles of diversification need not be observed.)

E. **Money from United States or Other Government.** To receive and give receipt for any money or other obligation due or to become due to me from the United States of America or any agency or subdivision thereof or from any other government and its agencies, and to act as representative payee for any payment to which the principal may be entitled, and to effect redemption of and bond or security and to endorse any draft, warrant, check or other instrument payable therefrom.

F. **Sell or Redeem United States Government or Agency Obligations.** To effect redemption of any bond or other security wherein the United States of America, or any agency or subdivision thereof, is the obligor or payor, and to give full discharge therefore.

G. **Safe Deposit Box.** To have free and private access to any safe deposit box in my name or rented by me, in any bank, including the authority to have it drilled, with full right to deposit and withdraw therefrom or to give full discharge therefor.

H. **Tax Matters.** To make, sign, and file each income or gift tax return or declaration or amendment to such return or declaration required by the United States or any state, county, municipal or other legally constituted authority for each year or other taxable period from January 1, 1954, through December 31, 2099; to sign and file such Power of Attorney and Declaration of Representation Forms 2948 as my attorney deems appropriate; to receive confidential information; to receive, but not to endorse and collect, checks in payment of any refund of Internal Revenue taxes, penalties, or interest; to execute waivers (including offers of waivers) of restrictions on assessment or collection of deficiencies in tax and waivers of notice of disallowance of a claim for credit or refund; to execute consents extending the statutory period of assessment or collection of taxes; to execute closing agreements under Section 7121 of the Internal Revenue Code; and to delegate authority or to substitute another representative.

I. **Nominee, Proxy and Voting Trust.** To hold investments in the name of a nominee; to vote stock by proxy and to enter voting trust.

J. **Real Property.** To buy, sell, lease, alter, maintain, manage, mortgage or otherwise encumber, pledge, insure, repair, raze, rebuild, make covenants and warranties as to the property as my attorney believes proper, sign each instrument necessary or advisable to complete any real property transactions or in any way deal with real property.

K. **Personal Property.** To buy, sell, lease, encumber, insure, repair, replace, rebuild, sign each instrument necessary or advisable to complete any personal property transactions or otherwise deal in and with personal property of all kinds whether tangible or intangible and to make any covenants and warranties as to the personal property as my attorney believes proper.

L. **Business.** To engage in and transact any and all lawful business of whatever nature or kind for the principal and in the principal's name, whether as partner, joint adventurer, stockholder, or in any other manner or form.

M. **Dues and Charitable Obligations.** To pay dues to any club or organization to which the principal belongs, and to make charitable contributions in fulfillment of any charitable pledge made by the principal.

N. **Litigation.** To sue, defend or compromise suits and legal actions and to 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 the principal's attorney-in-fact, or actual and punitive damages against any person failing or refusing to follow the instructions of the principal's attorney-in-fact.

O. **Employment.** To contract for or employ agents accountants, advisors, attorneys, and others for services in connection with the performance of the principal's attorney of any powers here and to reasonably compensate them for services rendered.

P. **Insurance Acquisition, Maintenance and Claims.**

(1) **Casualty**. To acquire, maintain, or cancel casualty insurance on each property of mine and to prosecute each claim for benefits due under a policy.

(2) **Medical**. To acquire or maintain medical coverage for me and my dependents; to sign each form or document necessary for such insurance; and to sign and submit each claim for reimbursement of medical expenses with any medical insurance carrier or other provider of benefits.

(3) **Disability**. To acquire or maintain disability insurance for me; to sign each form or document necessary for such insurance; and to sign, submit and prosecute each claim for benefits due under a policy.

(4) **Life Insurance**. To acquire, maintain or cancel life insurance on my life and to sign each form or document necessary for such insurance. To borrow against the policy.

(5) **Life Insurance on the Attorney**. My attorney has no authority to exercise any power which would constitute an incident of ownership with respect to any policy of insurance I own on the attorney's life.

Q. **Compensation of Attorney.** To pay to himself as reasonable compensation for his service an amount not exceeding the average of the compensation charged by the corporate trustees in my hometown for services as a trustee of a funded revocable trust. The computation will be based on the fee schedules of such corporate trustee applicable to the period for which compensation is sought. If my hometown has no corporate trustee, the calculation will be based on the fee charged by

the nearest corporate trustee. In addition to such fee, the attorney is entitled to reimbursement for each expense incurred in acting as my attorney.

R. **Support.** To provide for the support and protection of the principal, or of the principal's spouse, or of any minor child of the principal dependent upon the principal, including, without limitation, provision for food, lodging, housing, medical services, education, recreation and travel.

S. **Additional Powers of Attorney.** To execute other power of attorney forms on behalf of the principal which may be required by the Internal Revenue Service, financial or brokerage institutions, or others, naming the attorney hereunder as attorney-in-fact on such additional forms.

T. **Funeral Arrangements.** To make advance arrangements for the principal's funeral and burial, including the purchase of a burial plot and marker, if the principal has not already done so.

U. **Other Acts.** Without limiting the foregoing, generally to take any and all actions on my behalf as fully and effectively as if I were personally present. In conferring this general power of attorney on **Melville Radcliffe Bennett**, I am fully aware of the broad authority being granted and express my full confidence in my attorney.

V. **Trusts.** To transfer any property owned by the principal to any revocable trust created by the principal with provisions for the principal's care and support.

W. **Benefit and Retirement Plans.** To create, contribute to, borrow from, and otherwise deal with an employee benefit plan or individual retirement account for the principal's benefit; to select any payment option under any employee benefit plan or individual retirement account in which the principal is a participant or to change options the principal has selected; to make "roll-overs" of plan benefits into other retirement plans; and to apply for and receive payment and benefits.

III. **Ratification of Acts**

I ratify and confirm all acts my attorney does or causes to be done under this durable power of attorney. All third parties acting in good faith reliance on this power shall be absolved of any liability pursuant to the provisions of the Uniform Durable Power of Attorney Act.

IV. **Appointment of Legal Representative**

I do not want a Legal Representative (i.e., a conservator, guardian, or other similar representative appointed by the court) because one should not be necessary. However, if a Legal Representative is to be appointed to handle my finances, to the extent that the Law allows me to do so, I nominate my attorney-in-fact **Melville Radcliffe Bennett** to serve as my Legal Representative. If the Law does not permit me to so nominate, I request in the strongest possible terms that the court give the greatest possible weight to this request. In the event my attorney-in-fact dies, becomes disabled or is otherwise unable to serve, I nominate **Carolyn A. Tidwell** to serve in this capacity. I excuse any legal representative appointed from bond.

V. **Effective Date, Duration, or Termination**

This power will become effective on the date this instrument

is signed and will remain in full force and effect until it is revoked by written notice duly recorded in the Register's Office of Davidson County, Tennessee, or until expiration by operation of law, it being intended that this Power of Attorney will remain in effect even in the event of mental or physical disability on my part.

VI. **Revocation**

I revoke all previous Powers of Attorney I have given to any person or persons.

VII. **Resignation**

My attorney 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.

VIII. **Photocopies**

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

IX. **Signature of Attorney-in-Fact**

I have requested the person I have appointed attorney-in-fact and the person I have appointed successor attorney-in-fact to provide a specimen of their signature, and I am attaching this document to this Power of Attorney as Exhibit "A" and incorporating it by reference.

IN WITNESS WHEREOF, I hereby execute this Durable Power of Attorney on the 3rd day of August, 2000.

Mary Ruth Bennett

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Mary Ruth Bennett**, to me known to be the person described herein and who executed the foregoing Durable Power of Attorney, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal at office this 3rd day of August, 2000.

Notary Public

My commission expires: 1/25/03

Exhibit "A"

Specimen Signatures

M.R. Bennett

Signature of person appointed
Attorney-in-Fact

Carolyn A. Tidwell

Signature of person appointed
Successor Attorney-in-Fact

Exhibit "B"

Principal
Social Security Number
Address

Attorney-in-Fact
Address
Phone Number

Successor Attorney-in Fact
Address
Phone Number

Lockbox Number
Location