This Instrument Prepared By:
T. Richard Travis
Manier & Herod, a Tennessee
Professional Corporation
One Nashville Place, Suite 2200
150 Fourth Avenue, North
Nashville, TN 37219

Davidson County AFFIDAVIT
Recvd: 10/12/05 15:07 18 pg
Fees:92.00 Taxes:0.00
20051012-0123142

AFFIDAVIT OF INHERITANCE REGARDING

REAL PROPERTY

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL
Liz Kalota **409 Woodsman Court** **Nashville, TN 37214**	**Liz Kalota** **409 Woodsman Court** **Nashville, TN 37214**	**Map-108-16** **Parcel-260**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned beneficiary of the Estate of Stanley Kalota, after being duly sworn, makes oath as follows:

1. That Stanley Kalota ("Decedent") died on the 21st day of December, 2004, a resident of Oakland County, Michigan;

2. That Decedent was survived by two brothers, Chester Kalota and Leo M. Kalota and a niece, Liz Kalota;

3. That at the time of his death, Decedent owned certain real property located in Davidson County, Tennessee, which is more fully described below:

> Land in Davidson County, Tennessee, being Lot No. 90-A, Percy Priest Woods Subdivision, Section 4, recorded in Book 6250, page 357, amended in Book 6250, Page 717, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Stanley Kalota by Warranty Deed of Record in Book 6786, Page 100 in the Register's Office for Davidson County, Tennessee.

4. That Decedent's Last Will and Testament and First Codicil to Last Will and Testament was admitted, without administration, to Probate Court for Davidson County, Nashville, Tennessee, Docket Number 05P-1544 on October 5, 2005 (See Exhibits A and B); and

5. That pursuant to the laws of the State of Tennessee and Article 3.2(b), of

the Decedent's Last Will and Testament, upon Decedent's death, the undersigned surviving niece, Liz Kalota, is the sole owner of the Decedent's fee simple interest in and to said Property.

WITNESS MY HAND this 7 day of October, 2005.

Liz Kalota

Liz Kalota, Affiant

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 7th day of October, 2005, before me personally appeared Liz Kalota, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument for the purposes therein contained and acknowledged that she executed the same as her free act and deed.

WITNESS MY HAND and notarial seal.

NOTARY PUBLIC AT LARGE

Notary Public
My Commission Expires: July 29, 2006

This conveyance is exempt from Tennessee recordation tax pursuant to Tennessee Code Annotated, Section 67-4-409(a)(3)(D) and Tennessee Code Annotated, Section 67-4-409(a)(5) further provides the valuation oath is unnecessary, the affidavit being used to evidence transfer of title to the property to a beneficiary.

Last Will and Testament of

STANLEY KALOTA

I, STANLEY KALOTA, state that my home is in Oakland County, Michigan. This document is my will, and I revoke all my prior wills and codicils.

Article I. Declarations

1.1 **Family.** My wife is SALLIE D. KALOTA, for whom I have made arrangements to insure her continued support, care and maintenance for the remainder of her lifetime under Article IV of my will.

Article II. Fiduciaries

2.1 **Personal representative.** I nominate my brother, LEO M. KALOTA, as Personal Representative. If he is or becomes unable or unwilling to serve, I nominate my NEPHEW, TIMOTHY K. KALOTA, as successor or alternate Personal Representative.

2.2 **Compensation.** My fiduciaries are entitled to reimbursement for out-of-pocket expenses and may receive reasonable compensation for services.

2.3 **Bond.** No bond shall be required of my fiduciaries.

Article III. Specific Gifts

3.1 **List.** I may leave a list, either entirely in my handwriting or just signed by me, that specifies gifts of tangible personal property. If I do, I intend it to be an amendment to my will. If the list does not qualify as an amendment, I nevertheless hope those entitled to my estate will respect it.

3.2 **To the individuals listed below, I give, devise and bequeath the following:**

(a) To my stepson, S. JON RUPRIGHT, also known as SANDY J. RUPRIGHT, if he shall survive me by 120 hours, my 1968 Mustang convertible. If my said stepson does not survive me by 120 hours, the bequest shall lapse and same shall become part of my residuary estate hereinafter disposed of.

(b) To my niece, ELIZABETH KALOTA, if she shall survive me by 120 hours, I give, devise and bequeath my residence at 409 Woodsman Court, Nashville, Tennessee, also known as Lot 90-A, Priest Subdivision, Davidson, Nashville, Tennessee, unless I have disposed of it or entered into a contract to sell it subject to any liens or indebtedness which she must assume and agree to pay. If my said niece shall not survive me by 120 hours, then her issue shall take her share by right of representation, share and share alike.

S.K
Testator's Initials

EXHIBIT "A"

02/13/2023

Article IV. Residue

4.1 Residue.

(a) Trust for spouse. I give, devise and bequeath all other property that I own to be held in trust for the use and benefit of my wife, SALLIE D. KALOTA, for the remainder of her lifetime, provided she shall survive me, to my above named Fiduciary, as Trustee.

(b) If my wife does not survive me or upon her subsequent death, I give all my other property that I own at the time of my death or which constitutes the residue of the above trust, to my brother, CHESTER KALOTA; my brother, LEO M. KALOTA; and my stepson, S. JON RUPRIGHT, to be divided among them in equal shares, share and share alike, provided that in the event any of the above-named beneficiaries shall not survive me and my wife if living at the time of my death, by 120 hours, such predeceased beneficiary's share shall be divided among the surviving beneficiaries, in equal shares, share and share alike.

Article V. General Provisions

5.1 Choice of law. This will is to be interpreted and construed under the laws of the state of Michigan.

5.2 Payment of charges. I direct Personal Representative to pay the following items from the residue of my estate, without apportionment among my beneficiaries:

(a) my legally enforceable debts (other than debts secured by real or tangible property, which property shall pass subject to those obligations);
(b) funeral expenses;
(c) expenses of administering my estate;
(d) taxes, including any interest and penalties, imposed by reason of my death upon any transfer of property.

At my personal representative's direction, payment of debts, taxes, and expenses shall be made by the trustee of any trust then in existence that I have established as a revocable trust. The burden of payments made by the trustee shall be allocated as specified in the trust. My personal representative may direct payment of expenses of administration from accounting income of my estate or revocable trust, but only to the extent that such payment does not constitute a material limitation (for federal estate tax purposes) on the recipient's right to postdeath income from a transfer that qualifies for the marital deduction or charitable deduction.

5.3 Powers. My personal representative, including successors, shall have the following powers without court order:

(a) Retention of assets. Retain assets I owned pending distribution or liquidation, including those in which a fiduciary is personally interested or that are otherwise improper for trust investment.
(b) Receipt of assets. Receive assets from fiduciaries or other sources.
(c) Contractual obligations. Perform compromise or refuse performance of my contracts that continue as obligations of my estate, as my fiduciary may determine under the circumstances. In performing enforceable contracts to convey or lease land, my fiduciary, among other possible courses of action, may
(i) Conveyance. execute and deliver a deed of conveyance for cash payment of all sums remaining due or the purchaser's note for the sum remaining due secured by a mortgage on the land; or
(ii) Contingent conveyance. deliver a deed in escrow with directions that the proceeds, when paid in accordance with the escrow agreement, be paid to my successors, as designated in the escrow agreement.

If the contract for conveyance requires the giving of warranties, the deed or other instrument of conveyance to be given by Trustee shall contain the warranties required; warranties shall

Testator's Initials

be binding on the trust as though made by Settlor but shall not bind Trustee except in its fiduciary capacity.

(d) **Charitable pledges.** Satisfy my written charitable pledges irrespective of whether the pledges constituted binding obligations or were properly presented as claims if, in the judgment of the personal representative, I would have wanted the pledges to be completed under the circumstances.

(e) **Investments.** If funds are not needed to meet debts and expenses currently payable and are not immediately distributable, then to invest and reinvest assets as would a prudent investor (operating under the Michigan Prudent Investor Rule set forth in EPIC Sections 1501-1512) taking into account the purpose of the estate, its terms, its distribution requirements, and other circumstances; selecting investments as part of a coherent investment strategy that reflects appropriate risk and return objectives; and diversifying investments to minimize available risk unless relevant factors indicate diversification is inappropriate. In exercising these powers, my fiduciary may invest in and terminate investments in securities, common trust funds, and deposit accounts of any fiduciary or its affiliate or in a mutual fund of which any fiduciary or its affiliate serves as investment adviser or in any other capacity and may effect investment transactions through a brokerage company that is affiliated with a fiduciary.

(f) **Acquisition and disposition.** Acquire or dispose of an asset, including land in this or another state, for cash or on credit or at public or private sale; manage, develop, improve, exchange, partition, change the character of, or abandon an estate asset.

(g) **Repairs and alterations.** Make ordinary or extraordinary repairs or alterations in buildings or other structures, demolish any improvements, or raze existing or erect new party walls or buildings.

(h) **Administer real property.** Subdivide, develop, or dedicate land to public use; make or obtain the vacation of plats and adjust boundaries; adjust differences in valuation on exchange or partition by giving or receiving consideration; grant or retain easements; dedicate easements to public use without consideration; otherwise deal in real property or any interest therein as my fiduciary deems appropriate and without regard to the duration of such interests.

(i) **Leases.** Enter for any purpose into a lease as lessor or lessee, with or without the option to purchase or renew, for a term within or extending beyond the period of administration.

(j) **Mineral interests.** Enter into a lease or arrangement for the exploration and the removal of minerals or other natural resources or enter into a pooling or unitization agreement.

(k) **Disclaimer.** Disclaim property or make transfers of property that will be treated as qualified disclaimers under the IRC.

(l) **Abandon assets.** Abandon property when, in the opinion of my fiduciary, it is valueless, is so encumbered, or is in a condition that it is of no benefit to the estate.

(m) **Vote securities.** Vote or decline to vote securities in person or by general or limited proxy and enter into voting agreements or trusts for a term within or extending beyond the period of administration.

(n) **Pay liabilities on securities.** Pay calls, assessments, and other sums chargeable or accruing against or on account of securities unless barred by the provisions relating to claims.

(o) **Nominee.** Hold a security in the name of a nominee or in another form without disclosure of the interest of the estate, but my fiduciary is liable for any act of the nominee in connection with the security so held.

(p) **Insurance.** Insure the assets of the estate against damage, loss, and liability and my fiduciary against liability as to third persons.

(q) **Borrow and loan funds.** Borrow or loan money with or without security upon such terms and interest rate as my fiduciary deems appropriate and from or to such persons and entities, including a fiduciary, an affiliate of fiduciary, a beneficiary, a trust, or an estate, as my fiduciary deems advisable. Borrowed money is to be repaid from estate assets.

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(r) **Compromise.** Effect a fair and reasonable compromise with any debtor or obligor or extend, renew, or in any manner modify the terms of any obligation owing to the estate. If my fiduciary holds a mortgage, a pledge, or other lien upon property of another person, my fiduciary may, in lieu of foreclosure, accept a conveyance or a transfer of encumbered assets from the owner thereof in satisfaction of the indebtedness secured by lien.

(s) **Expenses of administration.** Pay taxes, assessments, compensation of my fiduciary, and other expenses incident to the administration of the estate.

(t) **Exercise rights; reorganization.** Sell or exercise stock subscription or conversion rights and consent to or participate in, directly or through a committee or other agent, the reorganization, consolidation, merger, dissolution, or liquidation of a corporation or other business enterprise.

(u) **Principal and income allocations.** Make reasonable allocations of receipts and disbursements between principal and income in my fiduciary's discretion.

(v) **Agents.** Employ and pay reasonable compensation to persons, including attorneys, auditors, investment advisers, or agents, even if they are associated with my fiduciary, to advise or assist my fiduciary in the performance of administrative duties; act without independent investigation upon their recommendations; and instead of acting personally, employ one or more agents to perform any act of administration, whether or not discretionary.

(w) **Legal proceedings.** Prosecute or defend claims or proceedings in any jurisdiction for the protection of the estate and of my fiduciary in the performance of my fiduciary's duties.

(x) **Sale of assets.** Sell, mortgage, or lease any real or personal property of the estate or any interest therein for cash, credit, or for part cash and part credit, and with or without security for unpaid balances.

(y) **Business interests.** Retain and continue indefinitely, invest in, contribute capital to, sell, or liquidate any business or business interest in which I am engaged; manage the business or delegate discretionary power to manage the business; effect incorporation, formation of a limited liability company, formation of a partnership or limited partnership, merger, consolidation, dissolution, or other combination or change in the form of the business.

(z) **Exoneration.** Provide for exoneration of my fiduciary from personal liability in any contract entered into on behalf of the estate.

(aa) **Distributions.** Make distributions or divisions partially or totally, in cash or in kind; allocate assets disproportionately; and determine the value of distributions in kind.

(bb) **Tax elections.** Make tax elections and enter into agreements that are appropriate in order to carry out my estate planning objectives and to reduce the overall burden of taxation both in the present and in the future. This authority includes but is not limited to (1) electing to take expenses as estate tax or income tax deductions, (2) electing to allocate the exemption from the tax on generation-skipping transfers among transfers subject to estate or gift tax, and (3) electing to have all or a portion of any transfer for my wife's benefit qualify for the marital deduction.

(cc) **Division of estate or trusts.** Divide portions of the estate, including portions to be allocated into trust, into two or more separate portions or trusts with substantially identical terms and conditions and to allocate assets between them in order to simplify administration for generation-skipping transfer tax purposes, to segregate assets for management purposes, or to meet other estate or trust objectives; and combine portions or trusts that have previously been divided.

(dd) **Deal with other fiduciaries.** Enter into any transaction authorized by this Article with the fiduciary of any other trust or estate even though the other fiduciary is also a fiduciary under this document.

(ee) **Benefit of transaction.** A fiduciary in the exercise of administrative powers may deal with the estate or trust on a fair, arm's-length basis, having in mind that potential benefit from the transaction must inure to the estate or trust. This includes the right of a corporate fiduciary to deal with its own stock. If a corporate fiduciary is acting as a

Testator's Initials

fiduciary and its own stock is held as a part of the estate or trust, it shall delegate to its co-fiduciary the power to vote such stock, or if it is acting as a sole fiduciary, it shall vote such stock pursuant to the directions of a majority in number of the beneficiaries who are competent adults.

(ff) **Delegation of powers.** Anyone acting as a trustee may delegate to a co-trustee, from time to time, any of the administrative powers, but not powers of distribution, given under this will, except that no power to invade principal for a co-trustee's benefit may be delegated to him or her.

(gg) **Substitute fiduciary.** If the fiduciary is unable or unwilling to serve or to exercise a fiduciary power, from time to time, regarding a specific estate matter or asset, the fiduciary may petition the court having jurisdiction to request that the court exercise the fiduciary power or appoint a special, independent fiduciary to exercise the power on a temporary or permanent basis.

(hh) **General authority.** In general, exercise all powers in the management of the estate upon such terms and conditions as seem best to my fiduciary and act as necessary or proper to carry out the purposes of this will. In furtherance of this general intent, I also authorize my fiduciary to exercise powers conferred by common or statutory law to the extent those laws may enlarge the authority specifically mentioned in these provisions.

(ii) **Environmental matters.** Respond to environmental concerns and hazards affecting estate assets, including, but not limited to the following:

(i) **Inspection and response.** Inspect property and the operation of business activities on property held by the fiduciary, including property held in or operated by sole proprietorships, partnerships, or corporations for the purpose of determining compliance with environmental law affecting such property and to respond to any actual or threatened violation of any environmental law affecting property held by the fiduciary.

(ii) **Remediation.** Take any action necessary to prevent, abate, or otherwise remedy any actual or threatened violation of any environmental law affecting property held by the fiduciary, either before or after the initiation of an enforcement action by any governmental body.

(iii) **Refuse additions.** Refuse to accept property if the fiduciary determines that any property to be transferred to the fiduciary either is contaminated by any hazardous substance or is being used or has been used for any activity directly or indirectly involving a hazardous substance that could result in liability to the trust or estate or otherwise impair the value of the assets held in the trust or estate.

(iv) **Settle claims.** Settle or compromise at any time any and all claims against the trust or estate that may be asserted by any governmental body or private party involving the alleged violation of any environmental law affecting property held in the trust or estate.

(v) **Disclaim fiduciary powers.** Disclaim any power granted by any document, statute, or rule of law, which in the sole discretion of the fiduciary, may cause the fiduciary to incur personal liability under any environmental law.

(vi) **Declination or resignation.** Decline to serve or resign as a fiduciary if the fiduciary reasonably believes that there is or may be a conflict of interest between it in its fiduciary capacity and in its individual capacity because of potential claims or liabilities that may be asserted against it on behalf of the trust or estate because of the type or condition of assets held therein.

(vii) **Costs.** Charge the cost of any inspection, review, abatement, response, cleanup, settlement of claim, or remedial action authorized in these provisions against the income or principal of the trust or estate.

(viii) **Definitions and limitations.** For purposes of these provisions, "environmental law" means any federal, state, or local law, rule, regulation, or ordinance relating to the protection of the environment or human health, and "hazardous substance" means any substance defined as hazardous or toxic or otherwise regulated by any environmental law. A fiduciary shall not be personally liable to any

Testator's Initials

beneficiary or other party for any decrease in the value of assets in the trust or estate by reason of the fiduciary's compliance with any environmental law, specifically including any reporting requirement under such law. Neither the acceptance by the fiduciary of property nor a failure by the fiduciary to inspect property or business operations shall create any inference that there is or may be any liability under any environmental law with respect to such property or business operations. The authority granted by these provisions is solely to facilitate the administration and protection of estate and trust assets and is not to impose greater responsibility or liability on the fiduciary than imposed by law absent these provisions.

5.4 **Limitations.** In exercising the powers conferred under this will, my fiduciary shall be bound by the following limitations:

(a) ***Self-dealing.*** *If a beneficiary is acting as a fiduciary,* he or she shall in no event participate in the exercise of any discretion that might benefit him or her or anyone to whom he or she owes a legal support obligation.

(b) **Discretionary distributions.** No fiduciary shall participate in a decision to exercise any discretion to make distributions that might benefit the fiduciary or satisfy any of the fiduciary's legal support obligations.

Article VI. Definitions

6.1 **Survival.** For purposes of this will only, a person has survived me or is living at a particular date only if he or she lives for more than 30 days after my death or after the particular date. A gift fails if a beneficiary does not satisfy a condition of survival and there is no substitute beneficiary indicated in this document who satisfies the conditions for taking. The provisions of an antilapse statute shall not apply to preserve a gift for a person or persons who are not identified as a substitute or substitutes in this document.

6.2 **Representation.** If property passes under this will "by representation" to the descendants of a specified individual, the property shall be divided into as many equal shares as there are (1) surviving descendants in the generation nearest to the specified individual that contains one or more surviving descendants and (2) deceased descendants in the same generation who left surviving descendants, if any. Each surviving descendant in the nearest generation is allocated one share. The remaining shares, if any, are combined and then divided in the same manner among the surviving descendants of the deceased descendants as if the surviving descendants who were allocated a share and their surviving descendants had predeceased the specified individual. A posthumous child shall be considered as living at the death of the child's parent.

I, STANLEY KALOTA, the testator, sign my name to this document on the 11 day of July, 2001. I have taken an oath, administered by the officer whose signature and seal appear on this document, swearing that the statements in this document are true. I declare to that officer that this document is my will; that I sign it willingly or willingly direct another to sign for me; that I execute it as my voluntary act for the purposes expressed in this will; and that I am 18 years of age or older, of sound mind, and under no constraint or undue influence.

Stanley Kalota (L.S.)
STANLEY KALOTA

We, JAMES H. LOREE and THERESE M. MARCEAU, the witnesses, sign our name to this document and have taken an oath, administered by the officer whose signature and seal appear on this document, to swear that all of the following statements are true: the individual signing this document as the testator executes the document as his will, signs it willingly or willingly directs another to sign for him, and executes it as his voluntary act for the purposes expressed in this will; each of us, in the testator's presence, signs this will as witness to the testator's' signing; and, to the best of our knowledge, the testator is 18 years of age or older, of sound mind, and under no constraint or undue influence.

SK
Testator's Initials

Signature

JAMES H. LOREE
Print name
19436 Cardene Court
Address
Northville, MI 48167
City and State

Signature

THERESE M. MARCEAU
Print name
36169 Lyndon
Address
Livonia, MI 48154
City and State

STATE OF MICHIGAN)
)ss
COUNTY OF)

Sworn to and signed in my presence by STANLEY KALOTA, the testator, and sworn to and signed in my presence by JAMES H. LOREE and THERESE M. MARCEAU, witnesses, on the 11th day of July, 2001.

THERESE M. MARCEAU
Notary Public, Wayne County
My Commission Expires: 11/28/2003

Testator's Initials

LAST WILL AND TESTAMENT
OF STANLEY KALOTA

I, STANLEY KALOTA, as testator under a certain Last Will and Testament executed b me on July 11, 2001, do hereby publish this document as my First Codicil amending suc will as hereinafter set forth:

I hereby direct that "ARTICLE IV. Residue" of such Will be modified and amended t hereafter read as follows:

"4.1 Residue

I give, devise and bequeath all other property that I own at the time of m death which constitutes the residue of my estate, to my brother, CHESTE KALOTA; my brother, LEO M. KALOTA; and my stepson, S. JON RUPRIGHT, t be divided among them in equal shares, share and share alike, provided tha in the event any of the above named beneficiaries shall not survive me, an such deceased beneficiary's share shall be distributed to such beneficiary' spouse, if then living, otherwise to his then living issue by right o representation, share and share alike."

All other terms and provisions of my above Last Will and Testament shall remain i full force and effect subject to the above amended terms.

I, STANLEY KALOTA, the testator, hereby sign my name to this First Codicil to my Last Will and Testament, dated July 11, 2001, on this 19th day of November, 2004; that I execute it as my voluntary act; and that I am 18 years of age or older, of sound mind, and under no constraint or undue influence.

Stanley Kalota
STANLEY KALOTA

We, Michael Maher and Diane Mancinelli, as witnesses, sign our name to this document in the testator's presence, and to the best of our knowledge, the testator is 18 years of age or older, of sound mind, and under no constraint or undue influence.

Michael Maher
Residing at 9265 Thendara Blvd.
Clarkston, MI 48348

Diane Mancinelli
Diane Mancinelli
Residing at 19102 Fitzgerald
Livonia, MI 48152

STATE OF MICHIGAN PROBATE COURT COUNTY OF OAKLAND	CERTIFICATE OF INFORMAL PROBATE OF WILL	FILE NO. 2005-297,182-DE

Lisa Langton Register of Probate, for Oakland County, certifies that the attached instrument was this day duly informally proved and admitted as the First Codicil/Last Will and Testament of STANLEY KALOTA deceased, late of LATHRUP VILLAGE in Oakland County, State of Michigan, according to the Order of this Court.

Lisa Langton BCK
Lisa Langton Register of Probate

Oakland County Probate Court

Dated: February 15, 2005

Copy Seal

I certify that I have compared this copy, on which this certificate is affixed, with the original instrument on file in this court and that this copy is a correct copy of the original.
Date of this certification AUG. 9 2005
EUGENE ARTHUR MOORE
Chief Judge of Probate
Oakland County Pontiac, Michigan
By
Deputy Probate Register

Will Liber # 1042

Will Page # 681

Film FEBRUARY 15, 20 05

Lisa Langton /cm
Deputy Register of Probate

PEMH 1002 (10/00) WILL BACK INFORMAL

MCL 700.1307

STATE OF TENNESSEE

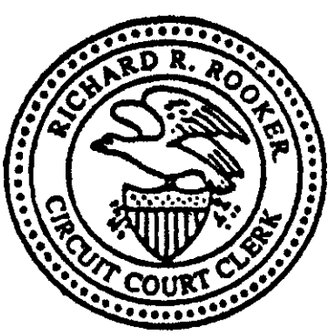
I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Last Will and Testament heretofore entered in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 05 day of OCTOBER , 2005 , in the Case Number 05P1544 KALOTA, STANLEY deceased,
as same remains of record in Vol. 6018 , Page 2061643 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 10 day of OCTOBER 2005

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL



IN THE SEVENTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE, PROBATE DIVISION

FILED
2005 OCT -5 PM 2:29
RICHARD R. ROOKER, CLERK

IN THE MATTER OF THE ESTATE OF)
)
STANLEY KALOTA,) No. 05P-1644 D.C.
)
Deceased,)
)
ELIZABETH M. KALOTA)
)
Petitioner.)

ORDER ADMITTING LAST WILL AND TESTAMENT AND FIRST CODICIL TO LAST WILL AND TESTAMENT TO PROBATE WITHOUT ADMINISTRATION FOR THE PURPOSE OF ESTABLISHING MUNIMENT OF TITLE

Based on an examination of the Petition to Probate Last Will and Testament and First Codicil to Last Will and Testament Without Administration for the Purpose of Establishing Muniment of Title and the certified copies of the probate documents of the Oakland County, Michigan Probate Court, the Court finds the following:

1. Decedent, Stanley Kalota, died on December 21, 2004, at the age of Eighty-one (81) years. Decedent was a resident of the State of Michigan.

2. Decedent's Last Will and Testament dated July 11, 2001, and First Codicil to Last Will and Testament dated November 19, 2004, were submitted for informal probate in the Oakland County, Michigan Probate Court on February 15, 2005, by the Leo M. Kalota the Personal Representative named in Decedent's Last Will and Testament.

3. The beneficiaries of this estate are as follows:

EXHIBIT "B"

Chester Kalota
2244 Avenida Salvador
San Clemente, CA 92682

Leo M. Kalota
6857 Woodmont
Detroit, MI 48228

Elizabeth M. Kalota
409 Woodsman Court
Nashville, TN 37214

S. Jon Rupright
3119 Ravens Ridge Drive
Columbia, MO 65201

4. At the time of death, the Decedent owned real property located in the State of Tennessee with a property address of 409 Woodsman Court, Nashville, Davidson County, Tennessee and more fully described in the attached "Exhibit A" and made a part of this Order as if fully set forth herein.

5. Paragraph 3.2(b) of Article III of Decedent's Last Will and Testament devises the Tennessee real property to Elizabeth Kalota.

6. Decedent owned no other real or personal Tennessee property at the time of his death.

THEREFORE, THE COURT ORDERS THAT:

1. The certified copy of the Last Will and Testament and First Codicil to Last Will and Testament of Decedent be admitted to probate for the sole purpose of establishing title to said Tennessee real property and transferring said property to the name of Elizabeth Kalota pursuant to Tennessee Code Annotated, Section 32-2-111.

2. No formal Court supervised administration is required in this matter.

3. No Tennessee Personal Representative will be appointed for this estate and no Letters Testamentary will be issued; and

4. Notice by publication as provided in TCA Section 30-2-306; and notice as provided in TCA Section 67-8-406 is not required.

ENTERED: Oct. 5th, 2005.

Robert H. Bradshaw, Jr.,
Probate Court Master

APPROVED FOR ENTRY:
MANIER & HEROD, a Tennessee
Professional Corporation

By: _____

T. Richard Travis-#10306
Attorney for Petitioner
One Nashville Place, Suite 2200
150 Fourth Avenue North
Nashville, Tennessee 37219
(615) 742-9332

#356515

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served by first class, U.S. Mail, postage prepaid to the following individuals upon this the 4th day of October, 2005:

Chester Kalota
2244 Avenida Salvador
San Clemente, CA 92682

Leo M. Kalota
6857 Woodmont
Detroit, MI 48228

Elizabeth M. Kalota
409 Woodsman Court
Nashville, TN 37214

S. Jon Rupright
3119 Ravens Ridge Drive
Columbia, MO 65201

T. Richard Travis, Esq.

#356515

EXHIBIT A

Legal Description:

Land in Davidson County, Tennessee, being Lot No. 90-A, Percy Priest Woods Subdivision, Section 4, recorded in Book 6250, page 357, amended in Book 6250, Page 717, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Stanley Kalota by Warranty Deed of Record in Book 6786, Page 100 in the Register's Office for Davidson County, Tennessee.

PROPERTY ADDRESS: 409 Woodsman Court
Nashville, TN 37214

STATE OF TENNESSEE

I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 05 day of OCTOBER , 2005 , in the Case Number 05P1544 between KALOTA, ELIZABETH M. Petitioner, and KALOTA, STANLEY Respondent, as same remains of record in Vol. 6018 , Page 2061628 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 10 day of OCTOBER 2005

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

