PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law

Woodmont Centre, Suite 100
104 Woodmont Blvd.
Nashville, TN 37205
Ph. (615) 298-3312 - Fax. 292-8746
E-mail: *main@wilkinsandivey.com*

W & I Ref: Title No: 46797

Dav. Co. File: Box 8

Davidson County DEEDWARR
Recvd: 12/06/05 14:11 3 pgs
Fees:18.00 Taxes:1045.25
20051206-0146842

ADDRESS NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:
Robert F. Caldwell Mirna A. Caldwell 832 Pisgah Park Brentwood, TN 37027	Same as new owner

TAX MAP-PARCEL NUMBERS: 160-16-B-003

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$282,500.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Brad Edward Maltz and spouse, Farrah Bowes Maltz**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Robert F. Caldwell and spouse, Mirna A. Caldwell** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Brentwood Chase Section One Revision One of record in Book 9700, pages 936, 937, 938, 939, 940 and 941 Register's Office for said County to which Plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to Brad Edward Maltz and wife, Farrah Bowes Maltz by deed from Newmark Homes, L.P., a Texas Limited Partnership of record in Doc. No. 20030605-0077720, Register's Office for Davidson County, Tennessee.

Description Reference: Described according to (or by reference to) the recorded subdivision Plan.

This conveyance is subject to: Taxes for 2006, and subsequent years; The Plan, with Owner's Certificate, of record in Plat Book 9700, Pages 936, 937, 938, 939, 940 and 941, said Register's Office, which Plan shows a minimum building setback line and easement to which Plan reference is hereby made for a more complete description thereof. The Declaration of Covenants, Conditions and Restrictions of record in Doc. No. 20005310-053797, Doc. No. 200005310-053798, Doc. No. 20000831-0086366, said Register's Office, which sets forth assessments, liens and other matters, to which Declaration reference is hereby made for more particulars. Stormwater Detention Agreement to the Metropolitan Government of Nashville and Davidson County of record in Book 11115, page 286, said Register's Office.

This instrument is executed on behalf of Farrah Bowes Maltz by Brad Edward Maltz as Attorney in Fact pursuant to a Power of Attorney being recorded simultaneously herewith. The affidavit of said Attorney in Fact is attached as "Exhibit A' to this instrument and incorporated herein by reference.

This is improved property, known as: 832 Pisgah Park, Brentwood, Tennessee 37027

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised 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.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 29th day of November, 2005 .

Brad Edward Maltz

Farrah Bowes Maltz by Brad Edward Maltz, Atty-In-Fact

State of TENNESSEE

County of Davidson

On this 29th day of November, 2005 , before me the undersigned authority, personally appeared Brad Edward Maltz, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. My Commission Expires JULY 21, 2007

Notary

State of TENNESSEE

County of

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $282,500.00

Affiant

Sworn and subscribed before me this 29th day of November, 2005

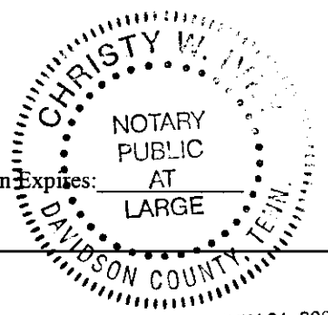
My Commission Expires: CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. My Commission Expires JULY 21, 2007

Notary Public

State of Tennessee
County of

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named , **Brad Edward Maltz** with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of Farrah Bowes Maltz, as Attorney-in-Fact, as the free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this 29th day of November, 2005



Notary Public

My Commission Expires:

My Commission Expires JULY 21, 2007

EXHIBIT "A"
To
Warranty Deed

FROM: Brad Edward Maltz and Farrah Bowes Maltz

TO: Robert F. Caldwell and Mirna A. Caldwell

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as attorney-in-fact for the principal(s) thereon shown.

2. That this execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated,* Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiant Saith not.

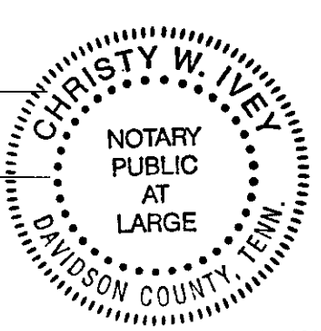
Brad Edward Maltz, Affiant

Sworn to and subscribed before me this

29th day of November, 2005

Notary Public

My Commission Expires:



My Commission Expires JULY 21, 2007