WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 114,600.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th day of February, 2006

Notary Public:

MY COMMISSION EXPIRES: (AFFIX SEAL) 3/31/07

JAMIE CRUTCHFIELD NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TENN.

Davidson County DEEDWARR
Recvd: 02/28/06 11:17 4 pgs
Fees:23.00 Taxes:424.02
20060228-0022895

THIS INSTRUMENT WAS PREPARED BY:
RICHARD A. NORTHCUTT, METROPOLITAN ESCROW, INC., 217 PINEWAY DRIVE, NASHVILLE, TN 37217

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP - PARCEL NUMBERS:
James S. Maloney	NEW OWNER	Map 95
129 Cottage Place		Group 2-0-A
Nashville, TN 37214		Parcel 129 CO

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, we

Karen L. Sekerak, unmarried

hereinafter called the GRANTORS, has bargained and sold, and by these presents do transfer and convey unto
James S. Maloney and Deborah E. Maloney, Trustees of the James S. and Deborah E. Maloney Living Trust U/A/D*
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:

A Condominium Apartment in Davidson County, Tennessee, being Unit No. 61 of Cottage Place Condominiums, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on the Exhibit C to the Master Deed of record in Book 6520, Page 745, as amended in Book 6569, Page 212, Book 6636, Page 722; Book 6625, Page 506, and Book 6902, Page 829, Register's Office for said County, to which source reference is hereby made for more complete details of description, together with the said Apartment's appurtenant undivided interest in the general and limited common elements of the Condominium.

BEING the same property conveyed to Karen L. Sekerak by deed from Patsy Lou George, unmarried, of record in Instrument 20011002-0105950, dated September 28, 2001, Register's Office for said County.

This conveyance is subject to all terms and provisions of the Master Deed, Restrictions, and By-Laws, of record in Book 6520, Page 745; Book 6569, Page 212; Book 6636, Page 722; Book 6902, Page 829; and Book 6520, Page 793, said Register's Office.

This conveyance is made subject to: (1) 2006 taxes, which have been prorated and assumed by the Grantees; (2) All matters appearing on the Plan of record in Book 6250, Page 745, as amended in Book 6569, Page 212; Book 6636, Page 722; Book 6625, Page 506; and Book 6902, Page 829, said Register's Office.

SEE ALSO ATTACHED EXHIBIT A

This conveyance is subject to any and all, recorded and unrecorded, zoning regulations, building restrictions and setback lines, easements and rights of way for public utilities.

Unimproved ( )

This is Improved (X) property, known as 129 Cottage Place, Nashville, TN 37214

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, have 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 my hand this 24th day of February, 2006.

Karen L. Sekerak

*November 11, 1990

FILE BOX 45

STATE OF INDIANA
COUNTY OF BARTHOLOMEW

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Karen L. Sekevak, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at COLUMBUS, Indiana, this 23RD day of February, 2006.

My Commission Expires: 8-31-2006

COUNTY OF RESIDENCE: BARTHOLOMEW

Karen E. Plummer
Notary Public

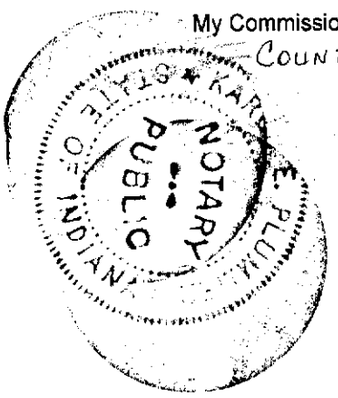


Exhibit A to Warranty Deed

CERTIFICATION OF TRUST and AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Date:	**January 24, 2006**
Trustee:	**James S. Maloney and Deborah E. Maloney**
Trust:	**THE JAMES S. AND DEBORAH E. MALONEY LIVING TRUST**
Date of Trust:	**November 11, 1990**
Property:	**129 Cottage Place, Nashville, TN 37214**

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, duly commissioned and qualified, the within named Affiants, **James S. Maloney and Deborah E. Maloney,** individually and as Trustee for the above Trust, to me personally known or who proved to me on the basis of satisfactory evidence, and who being first duly sworn, did depose and say:

1. That we, James S. Maloney and Deborah E. Maloney, declare that we are residents of the County of Davidson, State of Tennessee.

2. That we, James S. Maloney and Deborah E. Maloney, declare we are the Trustees of the above referenced Trust.

3. That said Trust was created under an agreement dated November 11, 1990, entitled, JAMES S. AND DEBORAH E. MALONEY LIVING TRUST.

4. That the terms of said Trust in part state as follows:

Article One:

1. Name and Date of Trust

The name of this Trust is the JAMES S. AND DEBORAH E. MALONE LIVING TRUST. The date of this Trust is November 11, 1990.

2. Trustors, Trustees, Beneficiaries:

The creators, or "Trustors" of this trust are James S. Maloney and Deborah E. Maloney. They are also the initial Trustees (persons running the Trust) and Beneficiaries (persons benefiting from the Trust) as discussed below.

8. Trustees and Successors

A. Appointment

At the creation of this Trust, James S. Maloney and Deborah E. Maloney are co-Trustees. If either Trustee is unable to serve then the remaining Trustee shall be sole Trustee.

Article Two:

The Trustee shall have the following powers:

A. Power to Sign

Where there is only one Trustee his signature shall be sufficient. Where there are Co-Trustees, and at least one of them is a Trustor, the signature of one shall be sufficient. Where there are Co-Trustees and neither of them is a Trustor, then two signatures shall be required.

C. Power to Retain Property

To continue to hold any property and to operate at the risk of the Trust Estate any business that the Trustee receives or acquires under the Trust as long as the Trustee considers advisable.

F. Power to Sell, Exchange, Repair

To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair Trust property.

J. Power to Borrow and Encumber

To borrow money and to encumber Trust property by mortgage, Deed of Trust, pledge, or otherwise, for the debts of the Trust or the joint debts of the Trust and a co-owner of the property in which the Trust has an interest, or for a Trustor's debts or to guarantee a Trustor's debts.

L. Power to Insure

To carry insurance of the kinds and in the amounts the Trustee considers advisable, at the expense of the Trust, to protect the Trust Estate and the Trustee personally against any hazard and to terminate and collect refunds as necessary.

5. That no other terms of said Trust nor any modifications or amendments to said Trust have been made since the creation of said Trust that would affect my ability or authority to purchase, mortgage or convey the hereinabove referenced property as Trustee and that the copy of the Trust documents provided to Cindy S. Smith, P.C., Attorney, are complete accurate copies of the Trust documents.

6. That the Trustees, James A. Maloney and Deborah E. Maloney are not under any legal disability or other disability which would render them incompetent or otherwise unable to execute binding documents on behalf of the above Trust.

7. That we hereby certify that we are Trustors under said Trust that we are empowered as Trustee under the Trust documents to exercise powers for the benefit of the Trust and/or its Beneficiary(ies), including the power to purchase, mortgage or convey any assets specifically including real property belonging to the Trust.

8. That our authority as Trustee(s) has not been revoked or terminated.

9. That no changes, modifications, amendments, alterations, mergers or divisions of the Trust or terms therein have occurred which would in any way limit, extinguish, or terminate the authority of myself as the Trustee to act or perform on behalf of the Trust including but not limited to Trustees authority to purchase property for the Trust, execute deeds of trust, mortgages, and/or deeds of conveyance.

10. That the affirmations made in this Affidavit shall be binding on my heirs, successors and/or assigns and on those of James S. Maloney and Deborah E. Maloney, Trustees.

IN TESTIMONY WHEREOF, we hereunto subscribe our signature this 20th day of January 2006.

JAMES S. MALONEY, individually

DEBORAH E. MALONEY, individually

JAMES S. MALONEY, Trustee, for
THE JAMES S. AND DEBORAH E. MALONEY LIVING TRUST

DEBORAH E. MALONEY, Trustee for
THE JAMES S. AND DEBORAH E. MALONEY LIVING TRUST

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 JAMES S. MALONEY and DEBORAH E. MALONEY, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 24th day of February 2006.

Notary Public
My Commission Expires: 11/14/2009

CINDY S. SMITH
STATE OF TENNSEESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 14, 2009

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 24th day of February 2006, personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named JAMES S. MALONEY and DEBORAH E. MALONEY, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that she is the Trustee of THE JAMES S. AND DEBORAH E. MALONEY LIVING TRUST, the within named bargainor, that she as such Trustee, executed the foregoing instrument for the purposes therein contained, by signing their name as the Trustees for THE JAMES S. AND DEBORAH E. MALONEY LIVING TRUST.

Witness my hand and official seal at office, this 24th day of February 2006.

Notary Public
My Commission Expires: 11/14/2009

CINDY S. SMITH
STATE OF TENNSEESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 14, 2009

PREPARED BY:
CINDY S. SMITH, P.C.
P.O. BOX 292004
NASHVILLE, TN 37229-2004

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