

THIS INSTRUMENT PREPARED BY, AND RETURN TO:

CARLA DELOACH BRYANT, ESQUIRE
1206 EAST RIDGEWOOD STREET
ORLANDO, FLORIDA 32803
TELEPHONE: 407.740.5005

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 4 Fee: 17.00
BK-1006 PG- 2166 RPTT: # 7



TAX PARCEL NUMBER: 1319-30-522-004
RETURN BY: MAIL (XX) PICK UP ()

TRUST DEED

On this 11th of August, 2006, James W. Mahaffey, a married person, (referred to as "Grantor"), and James W. Mahaffey, as Trustee under that unrecorded Revocable Trust Agreement entitled James W. Mahaffey Revocable Trust, dated January 16, 2002, as amended and restated, (referred to as "Grantee"), make this Indenture by and between themselves, with Grantor having full power to transfer, assign, and encumber this interest. Grantor's Residence and post office address is 1201 Alberta Drive, Winter Park, Florida 32789. Grantee's Residence and post office address is 1201 Alberta Drive, Winter Park, Florida 32789.

WITNESSETH:

That in consideration of the terms and conditions of the aforesaid Revocable Trust Agreement, and the powers granted therein, and of the sum ten dollars (\$10.00) and of other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency thereof being hereby acknowledged, Grantor does by these presents grant, bargain, and convey unto Grantee, or Grantee's Successor, in Trust, as Trustee, for the uses and purposes and with all of the powers set forth in said Trust Agreement, including, without prejudice to the foregoing, full power and authority to protect, conserve, sell, convey, mortgage, exchange, lease, which lease(s) shall be valid throughout their terms, including a term expiring after the Trust terminates, pledge, or otherwise deal with and dispose of said property according to the sole judgment and discretion of Trustee, in fee simple:

All of that certain real property situated in County of Douglas, State of Nevada, as more particularly described below; together with the personal property, if any, described below, subject however, to the encumbrances, exceptions, reservations and other matters, if any, set forth below.

To have and to hold the same, together with the reversions, remainders, rents, issues, and profits thereof and all of the estate, right, title, and interest of Grantor, both at law and in equity, including all buildings, improvements, rights, easements, privileges, and appurtenances belonging or appertaining or held and enjoyed therewith, unto Grantee according to the tenancy above set forth, forever.

And, in consideration of the premises, Grantor does hereby covenant with Grantee that Grantor is seized of the property herein described in fee simple; that said property is free and clear of and from all liens and encumbrances, except for the lien of real property taxes not yet by law required to be paid, and except as may herein specifically be set forth; that Grantor has good right to sell and convey said property, as aforesaid; and, that Grantor will warrant and defend the same unto Grantee against the lawful claims and demands of all persons whomsoever, except as aforesaid.

The rights and obligations of Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, and assigns. All obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein.

The conveyance herein set forth and the warranties of Grantor concerning the same are expressly declared to be in favor of Grantee, Grantee's successors and assigns.

The terms "Grantor", "Grantee", and "Trustee" as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations and their and each of their respective successors, heirs, personal representatives and assigns, according to the context thereof. If these presents shall be signed by two or more persons as Grantor or Grantee, all covenants of such persons shall for all purposes be joint and several.

***** This Trust Deed was prepared without the benefit of title insurance.*****

LEGAL DESCRIPTION:

Unit 4, as set forth on the Condominium Map of Lot 31, Tahoe Village Unit #1, Seventh Amended Map, recorded December 8, 1983 as Document No. 92316, Official Records of Douglas County, Nevada.



Grantor warrants the above property does not constitute the homestead of the Grantor.

Subject to all easements, reservations, restrictions, and limitations of record, if any, this instrument shall not reimpose the same.

Physical Address of Property: 294 Orion Lane #4, Stateline, Nevada.

COPY



On this 11th of August, 2006, Grantor has executed this Trust Deed in the presence of the following two (2) witnesses:

Rachel Sposaro
Witness

RACHEL SPOSARO

Printed Name

James W. Mahaffey
James W. Mahaffey, Grantor

Jordan DeLoach
Witness

JORDAN DELOACH

Printed Name

**STATE OF FLORIDA
COUNTY OF ORANGE**

On this 11th of August, 2006, James W. Mahaffey, as Grantor, acknowledged this Deed before me, and produced a Florida Driver's License as identification.

Cheri DeFries
Notary Public, State of Florida

