THIS INSTRUMENT WAS PREPARED FROM INFORMATION SUPPLIED BY THE PARTIES WITHOUT COUNSEL OR ADVICE AS TO LEGAL CONSEQUENCES OR TAX RELATED MATTERS. NO TITLE EXAMINATION OR SETTLEMENT HAS BEEN PERFORMED AND BARRY R. JARVIS, JR. SHALL NOT BE RESPONSIBLE FOR ANY MATTER THAT COULD HAVE BEEN RESOLVED BY A TITLE EXAMINATION, SETTLEMENT, OR LEGAL, MEDICAID AND/OR TAX RELATED COUNSEL.

QUITCLAIM DEED

Address New Owner:	Send Tax Bill To:	Map-Parcel Numbers
DELLA BATEY 711 Braidwood Drive Nashville, TN 37214	same	096 10 0 241.00

THIS INSTRUMENT PREPARED BY:

Barry R. Jarvis, Jr.
319 Tyree Springs Rd
White House, TN 37188

RETURN TO:

Barry R. Jarvis, Jr.
319 Tyree Springs Rd
White House, TN 37188

STATE OF TENNESSEE

COUNTY OF Davidson }

BARRY R. JARVIS JR. STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

The actual consideration or value, whichever is greater, for this transfer is $ 0.00.

Joanna Jarvis
Affiant

Subscribed and sworn to before me, this the 30th day of July, 2009.

Notary Public

My commission expires: 10-18-2011

BILL GARRETT, Davidson County
Trans:T20090067036 DEEDQC
Recvd: 10/02/09 09:12 4 pgs
Fees:22.00 Taxes:0.00
20091002-0091480

FOR AND IN CONSIDERATION OF the sum of One Dollar ($1.00) cash in hand paid by Grantee, the receipt of which is hereby acknowledged, DELLA BATEY, hereinafter named "Grantor", hereby quitclaims subject however to the estate for life hereby expressly reserved to DELLA BATEY to WILLIAM CLEVELAND BATEY, hereinafter named "Grantee", the entire remainder interest, for the sum of $1.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, reserving unto DELLA BATEY an estate for life, the following Real Estate in Davidson County, in the State of Tennessee, to-wit:

Land in Davidson County, Tennessee, being Lot No. 323 on the Map of Cloverhill Subdivision Section V, as of record in Book 2133, page 88, Register's Office for Davidson County, Tennessee.

Said Lot No. 323 fronts 64.85 feet along the northeasterly side of Braidwood Drive and runs back between lines 254.8 feet on the northerly line and 365.2 feet on the southerly line to a dead line at the rear measuring 131.3 feet thereon. Being part of the property conveyed to Southern Development Company, Inc. by deed from J. R. Coarsey et al, of record in Book 2279, page 49 Register's Office for Davidson County, Tennessee.

Being the same property conveyed to WILLIAM N. BATEY and wife, DELLA BATEY by Warranty Deed from Southern Development Company, Inc. signed October 14, 1954, of Record in Book 2301 page 469, Register's Office for Davidson County, Tennessee recorded October 15, 1954. WILLIAM N. BATEY having since predeceased DELLA BATEY vesting in her title alone by operation of law.

Grantor reserves to herself the exclusive possession, use and enjoyment in her own right of the rents, issues, and profits of the real property and every part and portion thereof, during the term of her natural life, until the Grantor's death, unless earlier conveyed or revoked as provided below.

DELLA BATEY reserve the power to appoint, in whole or in part, the property conveyed hereunder to or for the benefit of one or more of DELLA BATEY's heirs (other than DELLA BATEY) in such proportions, outright or upon such trust, terms and conditions as DELLA BATEY may specify by a writing executed and acknowledged and/or authenticated during DELLA BATEY's lifetime and recorded in the Office of the Register of Deeds in the County in which the property is located within fifteen (15) days of the date of such exercise. In the alternative DELLA BATEY may revoke this deed by conveying by deed a full, perfect, and absolute title to the grantee or purchaser of this property, without joinder of remainderman, pursuant to TENN CODE ANN 66-1-106.

Lastly in the alternative DELLA BATEY may appoint, in whole or in part, the property conveyed hereunder to or for the benefit of one or more of DELLA BATEY's heirs in such proportions, outright or upon such trust, terms and conditions as DELLA BATEY may specify in her Last Will or Codicil making specific reference to this power. In the latter case, failure to record notice of any such exercise of this power in the Office of the Register of Deeds in the County in which the property is located within fifteen (15) days of DELLA BATEY's death shall be conclusively treated as a default in the exercise of the power. A release of the power reserved hereunder, in whole or in part, shall be effective when recorded with the Office of the Register of Deeds in the County in which the property is located. Any exercise or release of the foregoing powers may be made by DELLA BATEY's Agent acting under a Durable General Financial Power of Attorney whether or not the Durable General Financial Power of Attorney authorizes the exercise or release of this power.

Subject to any and all plats, easements, restrictions, and other matters of record

This is improved (X__) property

Witness my hand this 22 day of July, 2009.

Della M. Batey

Grantor- DELLA BATEY

STATE OF TENNESSEE)
COUNTY OF Davidson) Davidson

Personally appeared before me, DELLA BATEY, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand at office this 22nd day of July, 2009.

Notary Public

My Commission Expires 10-18-2011.

BARRY R. JARVIS, JR.
NOTARY PUBLIC AT LARGE
SUMNER CO., TENN.

SPECIAL POWER OF APPOINTMENT AGREEMENT

DELLA BATEY has conveyed certain real property to WILLIAM CLEVELAND BATEY, a copy of which is attached hereto and incorporated herein by reference. In such Deed, DELLA BATEY has retained the following:

A Life Estate.

A Special Power of Appointment.

This Agreement has been prepared to state the intention of DELLA BATEY and to put such intention into a written Agreement of the parties. It is the intention of DELLA BATEY to retain both a Life Estate and a Special Power of Appointment as stated in the attached Deed. All parties hereto agree that DELLA BATEY have retained a Life Estate as stated in the attached Deed. None of the parties hereto shall have the right of partition. If it is determined that DELLA BATEY have not retained a Life Estate as stated in the attached Deed, WILLIAM CLEVELAND BATEY conveys to DELLA BATEY a Life Estate as stated in the attached Deed. All parties hereto agree that DELLA BATEY has retained a Special Power of Appointment as stated in the attached Deed. If it is determined that DELLA BATEY has not retained a Special Power of Appointment as stated in the attached Deed, WILLIAM CLEVELAND BATEY hereby conveys to DELLA BATEY a Special Power of Appointment as stated in the attached Deed. It is the intention of the parties hereto, and the parties agree, that this Agreement shall be effective as of the date of signing of the attached Deed. This Agreement is entered into in consideration of $1.00 in hand paid by DELLA BATEY to WILLIAM CLEVELAND BATEY, the receipt of which is hereby acknowledged.

Della M. Batey 7-22-09

DELLA BATEY (Date)

7/22/2009

WILLIAM CLEVELAND BATEY (Date)

STATE OF TENNESSEE)
COUNTY OF Davidson)

On July 22, 2009, before me personally appeared DELLA BATEY and WILLIAM CLEVELAND BATEY, to me known to be the persons described in, and who executed, the foregoing instrument, and acknowledged that it was executed by such persons' free act and deed.

Notary Public Commission Expires: 10-18-2011

This instrument was prepared by Barry R. Jarvis, Jr., Attorney at Law, White House, Tennessee 37188

BARRY R. JARVIS, JR. NOTARY PUBLIC AT LARGE SUMNER CO., TENN.