Karen Johnson Davidson County
Batch# 967637 DEEDWARRSP
02/03/2023 03:34:30 PM 5 pgs
Fees: $28.00 Taxes: $3,903.50
20230203-0008182

SPECIAL WARRANTY DEED

William E. Grones
Notary Public - State of New York
No. 01GR6443451
Qualified in Clinton County
My Commission Expires 11/07/2026

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $1,055,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28 DAY OF JANUARY, 2023.

Notary Public

MY COMMISSION EXPIRES: 11/07/2026
(AFFIX SEAL)

WG-P-23-1501

THIS INSTRUMENT WAS PREPARED BY
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP / PARCEL NUMBER (S)
Belmont Real Estate Holdings II, LLC		
(NAME)	(NAME)	
1900 Belmont Blvd	**Same**	**104-12-0-321.00**
(ADDRESS)	(ADDRESS)	
Nashville, TN 37212		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, **THE RAMONA WARD FITE TRUST,** hereinafter called the Grantor(s), has/have bargained and sold, and by these presents do/does transfer and convey unto **BELMONT REAL ESTATE HOLDINGS II, LLC,** hereinafter called the Grantee(s), his/her/its/their heirs, successors and assigns, that certain tract or parcel of land in **DAVIDSON** COUNTY, STATE OF **TENNESSEE,** described as follows, to wit:

Land in Davidson County, Tennessee, being the East 16 feet of Lot 55 and the West part of Lot 56, Plan of Avalyn Place, of record in Book 161, Page 150, Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Tract fronts 41.6 feet on the south side of Bernard Avenue, and runs back between lines 140 feet more or less to an alley on which they measure 51.4 feet.

Being a portion of the property conveyed to Calvin W. Fite, Jr. and wife, Ramona S. Fite, by Deed from Anna Elizabeth Battle and Mary Frances Perry, dated September 4, 1970 and recorded in Book 4444, Page 49, Register's Office of Davidson County, Tennessee.

Being a portion of the property conveyed to Calvin W. Fite, Jr. by Warranty Deed from Ramona S. Fite, dated April 23, 1987, and recorded April 24, 1987 in Book 7214, Page 193, said Register's Office.

Ramona S. Fite having become deceased on or about August 25, 1996; leaving Calvin W. Fite as surviving tenant by the entirety.

Calvin W. Fite having become deceased on or about April 22, 2009; Probate No. 09P768; leaving a Last Will and Testament creating the Ramona Ward Fite Trust and vesting the subject property in Linda Ann Fite, Carol Fite Mothershead, Ellen Elizabeth Fite, and Ramona Ward Fite as devisees.

Being the same property conveyed to The Ramona Ward Fite Trust, by Quitclaim Deed from Linda Ann Fite, Carol Fite Mothershead, Ellen Elizabeth Fite, and Ramona Ward Fite, dated July 26, 2010 and recorded August 24, 2010 as Instrument No. 20100824-0067034, Register's Office of Davidson County, Tennessee.

THIS CONVEYANCE SHALL BE SPECIFICALLY SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, TO WIT:

Ramona Ward Fite shall be permitted to continue to occupy; physically possess; and have quiet enjoyment of the Property, retaining an estate for two (2) years after Closing (the "Possessory Term of Years"). The Buyer shall be permitted to take immediate possession of the Property upon the expiration of the Possessory Term of Years; however, the said Ramona Ward Fite shall be permitted a reasonable time, subsequent to the expiration of the Ramona Ward Fite, to remove her Personal Property from the Property.

(i) During the Possessory Term of Years, the said Ramona Ward Fite (a) shall be solely responsible for any and all maintenance required for her occupancy of the Property; (b) shall maintain, at the said Ramona Ward Fite's sole and absolute expense, adequate insurance written by an insurance company covering the

personal property, equipment and fixtures of the said Ramona Ward Fite; and, (c) shall maintain, at the said Ramona Ward Fite's sole and absolute expense, public liability insurance, with respect to the said Ramona Ward Fite's possession of the Property.

(ii) During the Possessory Term of Years, the said Ramona Ward Fite shall have Purchaser named as an additional insured and shall furnish to Purchaser, at Closing, a duplicate of the policy or certificate of insurance related to (c) above.

(iii) During the Possessory Term of Years, the said Ramon Ward Fite shall be entitled to any and all rental income generated by and through any portion of the Property.

(iv) During the Possessory Term of Years, the Purchaser shall be solely responsible for the payment of any and all real property taxes assessed and due against the Property. During the Possessory Term of Years, the said Ramona Ward Fite shall reimburse the said Purchaser for the expense related to the real property taxes, yearly, within thirty (30) days of receipt, by Ramona Ward Fite, of the paid real property tax receipt, from Purchaser.

(v) During the Possessory Term of Years, the Purchaser shall maintain adequate fire and extended coverage insurance for full replacement value of the real Property (the Real Property Insurance'), to cover possible damage and/or destruction of the Property and shall name the said Ramona Ward Fite as an additional insured therein; and, shall furnish to Ramona Ward Fite, at Closing, a duplicate of the policy or certificate of said insurance. During the Possessory Term of Years, the said Ramona Ward Fite shall reimburse the said Purchaser for the expense related to the Real Property Insurance, yearly, within thirty (30) days of receipt, by Ramona Ward Fite, of the paid Real Property Insurance invoice, from Purchaser.

This conveyance is subject to:

- Any and all existing easements and restrictions as shown of record not stated herein

This is **improved** property known as: **1501 Bernard Avenue, Nashville, Tennessee 37212**.

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto appertaining unto Grantee, its successors and assigns in fee simple forever. Grantor covenants that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor but not further nor otherwise. The words "Grantor" and "Grantee" shall include their respective successors and assigns where the context requires or permits.

Witness my/our hand(s) this the 28 DAY OF JANUARY, 2023.

The Ramona Ward Fite Trust

BY: Linda Ann Fite

Linda Ann Fite

STATE OF ~~TENNESSEE~~ New York
COUNTY OF ~~DAVIDSON~~ Ulster

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, LINDA ANN FITE, of THE RAMONA WARD FITE TRUST, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who acknowledged the execution of same to be his/her free act and deed.

Witness my hand and official seal, this the 28 t of January, 2023.

Melissa Carlile

Notary Public
My Commission Expires: July 28 2023
(SEAL)

MELISSA CARLILE
Notary Public, State of New York
Reg. 01CA6096166
Qualified in Ulster County
Commission Expires July 28, 2023

The Ramona Ward Fite Trust

BY: Ellen Elizabeth Fite
Ellen Elizabeth Fite

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ SHELBY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ELLEN ELIZABETH FITE, of THE RAMONA WARD FITE TRUST, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who acknowledged the execution of same to be his/her free act and deed.

Witness my hand and official seal, this the 28th of January, 2023.

Frank C. Holloman
Notary Public
My Commission Expires: 9/30/2024
(SEAL)

FRANK C. HOLLOMAN
STATE OF TENNESSEE
NOTARY PUBLIC
SHELBY COUNTY

RETURN TO:
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212

I, Gabriel R. Lutz, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 1/28/2023 (date of document).

Affiant Signature

Date 1/28/2023

State of New York

County of Clinton

Sworn to and subscribed before me this 28 day of January, 2023.

Notary's Signature

MY COMMISSION EXPIRES: 11/07/2026

William E. Grones
Notary Public - State of New York
No. 01GR6443451
Qualified in Clinton County
My Commission Expires 11/07/2026