Karen Johnson Davidson County
Batch# 992753 DEEDWARRSP
04/17/2023 11:14:30 AM 5 pgs
Fees: $28.00 Taxes: $4,810.00
20230417-0027875

SPECIAL WARRANTY DEED

FROM: Frances C. Cooper

This instrument was prepared by:
C. Mark Carver, Esq.
Sherrard Roe Voigt & Harbison, PLC
150 3rd Avenue South, Suite 1100
Nashville, TN 37201

TO: Joseph William Sauve

Address New Owner as Follows:	Send Tax Bills To:	Map/Parcel Number:
Joseph William Sauve C/O Phyllis Lacey P.O. Box 9375 Chattanooga, TN 37412	Joseph William Sauve C/O Phyllis Lacey P.O. Box 9375 Chattanooga, TN 37412	Map 132-09, Parcel 110

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $1,300,000.00.

Affiant

Sworn to and subscribed before me, this 14th day of April, 2023.

Notary Public

My Commission Expires:

GERALD G. PATTERSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION Expires OCTOBER 2, 2023

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Frances C. Cooper**, an unmarried individual (hereinafter called the "Seller"), have bargained and sold, and by these presents do transfer and convey unto **Joseph William Sauve**, an unmarried individual (hereinafter called the "Buyer"), and Buyer's successors and assigns, all of Seller's interest as owner in that certain tract of land in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference, and any improvements thereon (the "Property").

This is improved property located at 902 Battery Lane, Nashville, Tennessee 37220.

Seller retains a life estate in the personal residence and the real property conveyed by this Deed (the "Residence"). Such life estate retained by Seller shall not limit the rights of Buyer and/or its successors and assigns to convey or finance the Property in any manner as determined by Buyer. Such life estate shall terminate thirty (30) days after the earlier to occur of (i) the death of Seller or (ii) such

time that Seller ceases to use the Residence as her principal residence. For purposes hereof, the failure of Seller to occupy the Property for any reason for one hundred twenty (120) consecutive days shall be deemed to be Seller ceases to use the Residence as her principal residence. During the term of Seller's right to use and possess the Residence, Seller shall keep the Residence in a good state of repair and pay all charges incident to maintaining and operating the Residence, including, without limitation, all assessments, insurance premiums, taxes, utilities, and ordinary repairs as required of a life tenant under Tennessee law. Buyer shall have the right, upon providing reasonable prior notice to Seller, to inspect the Residence on an annual basis or more often if necessary based on emergency or the failure of Seller to maintain the Residence as required hereby. Notwithstanding any other provision herein, in the event that the house on the Property is destroyed or substantially destroyed by fire or other casualty event, Seller's right to occupy the Property shall cease thirty (30) days after such event. Seller shall indemnify and hold harmless Buyer from any liability, claim or demand arising out of the acts or omissions of Seller or its agents, or invitees conducting activities on the Property on behalf of Seller during the period after Closing when Seller occupies the Property.

The above-referenced Property is conveyed subject to the matters set forth on Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said Property, together with all rights and appurtenances thereunto belonging or in any wise appertaining to Buyer, its successors and assigns, forever in fee simple.

Seller further covenants and binds itself, its representatives, successors and assigns to warrant specially and forever defend the title to said Property to Buyer, and Buyer's successors and assigns, against the lawful claims of all persons claiming through and under Seller (other than claims arising out of the matters set forth above), but not further or otherwise. 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.

IN WITNESS WHEREOF, Seller has caused this Special Warranty Deed to be executed effective as of the 14th day of April, 2023.

SELLER: Frances C. Cooper
Frances C. Cooper

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Gerald G. Patterson, a Notary Public of said County and State, personally appeared Frances C. Cooper, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville, Tennessee this 14th day of April, 2023.

GERALD G. PATTERSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES OCTOBER 2, 2023

My Commission Expires: _____

Notary Public

EXHIBIT A

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, being the southwest part of Lot No. 23 on the Plan of Oak Hill Subdivision No. I, property of W. H. Soper, as of record in Book 547, page 49, Register's Office for said County.

Said part of said lot fronts 100 feet on the north side of Battery Road and extends back 435.7 feet on the west line and 425.9 feet, more or less, on the east line to a dead line and measures 100 feet thereon.

Being the same property conveyed to Kenneth E. Cooper, Jr. and wife, Frances C. Cooper from James G. Johnson, Jr. and wife, Suzanne T. Johnson by deed of record in Book 5193, Page 347, Register's Office of Davidson County, Tennessee. The said Kenneth E. Cooper, Jr. is now deceased and Frances C. Cooper is the sole owner of the property. By Quitclaim Deed dated May 11, 2021, of record in Instrument No. 20210603-0074458, Register's Office for Davidson County, Tennessee, Frances C. Cooper conveyed subject property to Kenneth E. Cooper, III, and reserving unto herself a life estate. By Quitclaim Deed dated April 14, 2023, of record in Instrument No. 202304170027874, Register's Office for Davidson County, Tennessee, Kenneth E. Cooper, III, unmarried, conveyed subject property to Frances C. Cooper, unmarried.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 2023 and future taxes, a lien, not yet due and payable.

2. Subject to the life estate of Frances C. Cooper as described herein.

Tennessee Certification of Electronic Document

I, George Mudter, 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 4/14/23 (date of document).

Affiant Signature

4/14/23
Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 14 day of April, 2023.

Claire H. Jenkins
Notary's Signature

MY COMMISSION EXPIRES: 10/2/23

NOTARY'S SEAL

