

OWNER/RESPONSIBLE TAXPAYER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Map 086N, Group B, Parcels 001.01 and 002.00

THIS INSTRUMENT PREPARED BY:

Tennessee Valley Title Insurance Co.

800 S. Gay Street, Suite 1700

Knoxville, TN 37929

File No. 150751 (TMA)

### **SPECIAL WARRANTY DEED**

THIS INDENTURE made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, between DON C. STANSBERRY, EXECUTOR OF THE ESTATE OF HOWARD H. BAKER, JR., and DON C. STANSBERRY, TRUSTEE OF THE AMENDED AND RESTATED TRUST AGREEMENT FOR THE HOWARD H. BAKER, JR. LIVING TRUST DATED OCTOBER 17, 2012, AS AMENDED JUNE 12, 2009, First Parties, and

\_\_\_\_\_, Second Parties:

### **W I T N E S S E T H**

THAT SAID FIRST PARTIES, for and in consideration of the sum of TEN NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, to them in hand paid by said Second Parties, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and do by these presents grant, bargain, sell and convey unto Second Parties, the real property described as follows:

SITUATED in District No. 3 of Scott County, Tennessee, and within the corporate limits of the City of Huntsville, Tennessee, and being known and designated as Lots 1 and 2 on the Survey for the Estate of Howard H. Baker, Jr., as shown by map recorded in Map Cabinet D, Slide 189, in the Scott County Register's Office, to which map specific reference is hereby made for a more particular description.

BEING part of the same property conveyed to Howard H. Baker, Jr. by Warranty Deed from Imogene Byrd, Carlene Carson, Annette Clabough, Jennings Byrd and Jan Byrd, dated May 12, 2006, and recorded in Deed Book 255, page 572, in the Scott County Register's Office; and BEING the same property conveyed to Howard H. Baker, Jr. and wife, Joy D. Baker by Warranty Deed dated July 30, 1952, and recorded in Deed Book 82, page 524; by Warranty Deeds dated March 1, 1966, and recorded in Deed Book 101, page 339, Deed Book 101, page 342, Deed Book 101, page 412; and by Warranty Deed dated October 25, 1988, and recorded in Deed Book 183, page 166, all in the Scott County Register's Office. Joy D. Baker predeceased Howard H. Baker, Jr., leaving him as the surviving

tenant by the entirety. Howard H. Baker, Jr. died testate on June 26, 2014, devising subject property to Don C. Stansberry, Jr., Trustee of the Amended and Restated Trust Agreement for the Howard H. Baker, Jr. Living Trust dated October 17, 2012, as amended June 12, 2009, pursuant to his Will recorded in Probate File No. 76051-2014-PF-42, in the Probate Office for Scott County, Tennessee.

THIS CONVEYANCE is made subject to any and all applicable restrictions, agreements, easements and building setback lines as are shown in the records of the Scott County Register's Office.

THIS CONVEYANCE is further made subject to the following restriction:

No mobile home or manufactured home shall at any time be used as a residence or business, temporarily or permanently; nor shall any structure of a temporary character be used as a residence or business. If any lot owner, or their heirs or assigns, shall violate, or attempt to violate, this restriction, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons attempting to violate or violating such covenant, and either to prevent him or them from so doing, or to recover damages or other dues for such violation

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. TO HAVE AND TO HOLD the same unto the Second Parties, their heirs, successors and assigns, together with all of the rights and interest thereunto belonging, in fee simple.

This conveyance is made subject to 2015 taxes, which shall be prorated as of the date of closing and which Second Parties assumes and agrees to pay, and the matters set forth herein.

First Parties covenants that they are lawfully seized in fee simple of the premises and that they have a good and lawful right to sell and convey the same. Except as stated herein, First Parties further covenant that they will warrant and defend the title to said premises unto the Second Parties, their heirs, successors and assigns, against the lawful claims of all parties claiming by, through, or under the First Parties, but no further or otherwise.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the said First Parties have executed this instrument as of the day and year first above written.

\_\_\_\_\_  
Don C. Stansberry, Jr., Executor of the E  
Estate of Howard H. Baker, Jr.

\_\_\_\_\_  
Don C. Stansberry, Jr., Trustee of the Amended  
and Restated Trust Agreement for the Howard  
H. Baker, Jr. Living Trust dated October 17,  
2012, as amended June 12, 2009

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, DON C. STANSBERRY, JR., EXECUTOR OF THE ESTATE OF HOWARD H. BAKER, JR., the within named bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, DON C. STANSBERRY, JR., TRUSTEE OF THE AMENDED AND RESTATED TRUST AGREEMENT FOR THE HOWARD H. BAKER, JR. LIVING TRUST DATED OCTOBER 17, 2012, AS AMENDED JUNE 12, 2009, the within named bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$\_\_\_\_\_.

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_