Davidson County DEEDWARR
Recvd: 09/29/03 10:49 3pgs
Fees:18.00 Taxes:325.23

20030929-0143330

WARRANTY DEED

JEREMY GOURLEY NOTARY PUBLIC My Comm. Expires January 28, 2006 RUTHERFORD COUNTY TN

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $87,900.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21ST DAY OF AUGUST, 2003.

Notary Public

MY COMMISSION EXPIRES: .

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Cumberland Title Company
216 Centerview Drive
Suite 139
Brentwood, TN 37027

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Phyllis Marie Fite	National Bank of Commerce	81-16-141.00
(NAME) 1505 Mary Street	(NAME) 115 29th Avenue South	
(ADDRESS) Nashville, TN 37208	(ADDRESS) Nashville Tennessee 37212	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, James C. Hosale, ** HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Phyllis Marie Fite, * HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN **Davidson** COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

LAND in Davidson County, Tennessee, being the northerly 6 feet on Lot No. 406 and the southerly 81.5 feet of Lot No. 405 on the plan of the subdivision of Lots 400, 404, 405 and 406 on the Plan of McGavock as of record in Book 21, page 23, and Book 547, Page 3, Register's Office for Davidson County, Tennessee.

Being the same proeprty conveyed to James C. Hosale, Sr., married by Warranty Deed from Zaida A. Rasheid, unmarried of record in Instrument 20030123-0000870, Register's Office for said County.

This conveyance is subject to any and all existing easements and restrictions of record.

***** see attached exhibit "A"******

Janet Russell Hosale joins in this conveyance to convey any and all marital rights or interest she may have in said property.

* SINGLE ** MARRIED JMH JC 16

unimproved ☐

This is improved ☒ property, known as 1505 Mary Street, Nashville, TN 37208

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. 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.

Witness my/our hand(s) this 21st day of August, 2003.

James C. Hosale Janet Russell Hosale

STATE of Tennessee
COUNTY of Davidson

Personally appeared before me; the undersigned, a Notary Public in and for said County and State, the within named James C. Hosale and Janet Russell Hosale, the bargainor's, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledge that he executed the within instrument for the purposes therein contained.

Witness my hand and Official seal this 8/21/2003

My Commission Expires: _____ Notary Public

JEREMY GOURLEY NOTARY PUBLIC My Comm. Expires January 25, 2005 RUTHERFORD COUNTY TN

File Number23080088
RETURN TO:
Cumberland Title Company
216 Centerview Drive
Suite 139
Brentwood, TN 37027

EXHIBIT A

Borrower(s), their successors, heirs and assigns for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, must maintain ownership and reside in this property as their primary residence for a period of five (5) years (Retention Period) from the date of the recording of this deed.

(i) The Federal Home Loan Bank of Cincinnati, whose mailing address is P.O. Box 598; Cincinnati, OH 45201-0598, is to be given notice of any sale or refinancing of the unit occurring prior to the end of the Retention Period.

(ii) In the case of a sale prior to the end of the Retention Period, an amount equal to a pro rata share of the direct Subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the seller owned the unit, shall be repaid to The Federal Home Loan Bank of Cincinnati from any net gain realized upon the sale of the unit after deduction for sales expenses, unless the purchaser is a low- or moderate-income household as defined in the applicable Federal Housing Finance Board regulations for the AHP; and

(iii) In the case of a refinancing prior to the end of the Retention Period, an amount equal to a pro rata share of the direct Subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the occupying household has owned the unit, shall be repaid to The Federal Home Loan Bank of Cincinnati from any net gain realized upon the refinancing, unless the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, incorporating the requirements of clauses (i), (ii), (iii), and (iv) contained herein.

(iv) The obligation to repay Subsidy to the Bank shall terminate after any foreclosure.