Record 1st

OLD REPUBLIC
National Title Insurance Company
201 Fourth Avenue North Suite 150
Nashville, Tennessee 37219-2011

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $148,500.00

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23 DAY OF Dec, 2004.

NOTARY PUBLIC

My Commission expires:

ANDREW K. MALONEY
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY

Davidson County DEEDWARR
Recvd: 12/28/04 13:59 6pgs
Fees:33.00 Taxes:549.45
20041228-0153094

THIS INSTRUMENT PREPARED BY:
Devereaux Cannon, Attorney 201 Fourth Avenue North, Suite 150 Nashville, Tennessee 37219-2011

NAME & ADDRESS OF PROPERTY OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NUMBERS:
JANICE TOWNS	NOVASTAR MORTGAGE, INC.	Map:150-7-440 Parcel:
(NAME) 3421 DAISY TRAIL	(NAME) 888 W. BIG BEAVER RD SUITE 1290	Map: Parcel:
(ADDRESS) ANTIOCH, TN 37216	(ADDRESS) TROY, MI 48084	Map: Parcel:
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FILE # 04120140

Warranty Deed

For and in Consideration Of the sum of $10.00 cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, we

PAUL FITZHUGH BONIOL and wife, JENNIFER HAMMOND BONIOL

hereinafter called the GRANTORS, have bargained and sold, and by these presents do transfer and convey unto

JANICE TOWNS

hereinafter called the GRANTEES, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee, being Lot(s) 342, as shown on the map entitled Section Seven-A on the Plan of The Country, of record in Plat Book 6250, page(s) 308, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to PAUL FITZHUGH BONIOL AND WIFE, JENNIFER HAMMOND BONIOL, by deed of record in Book 10553, page 597, said Register's Office.

This is improved property known as 3421 DAISY TRAIL, Antioch, Tennessee 37013

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. We do covenant with 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 set out herein. We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the 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 our hands this 23rd day of December, 2004.

PAUL FITZHUGH BONIOL

JENNIFER HAMMOND BONIOL

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Brandy K. Pirk, a Notary Public in and for said County and State, the within named PAUL FITZHUGH BONIOL AND JENNIFER HAMMOND BONIOL, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 23rd day of December, 2004.

Notary Public

BRANDY K. PIRK
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

Commission expires:_____

My Commission Expires NOV. 25, 2006

OWNER'S AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

December 23, 2004
File Number: 2004-1137

Before me, the undersigned Notary Public in and for said County and State, personally appeared: Paul Fitzhugh Boniol and wife, Jennifer Hammond Boniol of , Tennessee, known to me and being first duly sworn, deposes and says:

1. That Paul Fitzhugh Boniol and wife, Jennifer Hammond Boniol (the "Owner") owns the following real property in Davidson County, Tennessee, in fee simple:

   Being Lot No. 342, Section Seven-A on the plan of The Country, of record in Book 6250, page 308, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

   Being the same property conveyed to Paul Fitzhugh Boniol and wife, Jennifer Hammond Boniol, by deed from Keith J. LaFrance and wife, Robin A. LaFrance, on February 19, 1997, of record in Book 10553, page 597, Register's Office for Davidson County, Tennessee.

2. That the Owner is in possession of said property.

3. That all indebtedness due anyone for labor, materials, or services which might be liens on said property are fully paid, and that no improvements other than routine items of maintenance repair or replacement have been made to subject property since January 1st of the previous calendar year, except as stated on Exhibit A attached hereto.

4. That no security interest under the Uniform Commercial Code has been perfected against the improvements and/or fixtures, except as stated on Exhibit A attached hereto.

5. That there are no judgments, pending litigation, executions or attachments in or from any court affecting said property of the Owner, except as stated on Exhibit A attached hereto.

6. That no bankruptcy proceeding in any Federal Court has been filed against (or by) the Owner of said property. There is no outstanding contract(s) of sale, conveyance(s), easement(s), or encumbrance(s) affecting said property other than as disclosed in the current commitment issued by Old Republic National Title Insurance Company and/or as shown on the closing statement on this transaction, and on Exhibit A attached hereto.

7. That all persons who have executed or will execute instruments conveying or encumbering said property are at least 18 years old and are free from legal disability.

8. There are no boundary line dispute(s), claim(s), conflict(s), encroachment(s) or other fact(s) that would affect the total area of the land or the boundaries of the land to be insured.

9. That in consideration of Old Republic National Title Insurance Company (the "Company"), through its agent, Nashville Title Insurance Corporation willingness to insure the "Gap" (that period of time between the last search of the public records and the recording of the insured instruments) the undersigned agrees to indemnify and hold harmless the Company against all loss or expense due to any intervening matter which may be recorded prior to the insured instruments.

10. That the undersigned makes this statement for the express purposes of inducing the Company to insure title to said property to be free from adverse claims or liens not herein stated, and of enabling the Owner to receive the consideration for sale, lease or mortgage of said property. Affiants guarantee and warrant the statements of fact herein, which shall be construed as a continual contractual obligation in favor of the Company.

11. That in consideration of the issuance of title insurance by the Company as aforesaid, the undersigned agrees to indemnify and hold harmless the Company against all loss or expense on account of any matter or thing omitted from the foregoing factual statement, including attorney's fees incurred in enforcing this agreement.

Paul Fitzhugh Boniol

Jennifer Hammond Boniol

Subscribed and sworn to before me on December 23, 2004.

Notary Public

My Commission Expires: _____

BRANDY K. PIRK NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 25, 2006

HomeGrantsUSA By: THE NEW HOME GALLERY, INC.

PARTICIPATING HOME AGREEMENT

This agreement is entered into this **16th** day of **December, 2004**, by and between HomeGrantsUSA/The New Home Gallery Inc, (hereinafter referred to as NHG), and **Jennifer & Paul Boniol** (hereinafter referred to as SELLER). NHG is a 501(c)(3) non-profit charitable and 509(a)(2) tax exempt organization whose charter is to promote responsible home ownership. Seller desires to qualify a certain property, together with all improvements. Located at....., **3421 Daisy Trail**, in the County of **Davidson**, City of **Antioch**, State of **TN**, Zip **37013** (hereinafter referred to as the SUBJECT PROPERTY), as a participating home for the home ownership gift programs offered by NHG. **CONTRACT SALE PRICE: $148,500.00.**

SELLER agrees to all of the following.....

1. Accept Purchasers terms for financing, utilizing an eligible loan program, that accepts NHG gift funding, and acknowledges that all gift funds are furnished from a pool of pre-existing funds.
2. Utilize the LOAN OFFICER, being **Evelyn Finch** Mortgage Company: **Family Home Lending**
   Address: **5764 Old Hickory Blvd** City: **Hermitage** ST: **TN** ZIP: **37076**
   Phone: **(615) 884-8080** Fax: **(615) 884-8068** Email: **sgarrison@familyhomelending.com**, and the Closing Agent selected by the lender.
3. Pay at closing, from the closing proceeds a service fee, to NHG, in the amount of the gift funds used, being **$14,850.00**, plus a service fee of **$350.00** for a total of **$15,200.00**, if, and only if, the sale is completed and closed. **IF funds are wire transferred to or from closing, there is an additional $50.00 wire fee.**
4. Pay for the costs of any required repairs, and/or closing costs, and/or interest buy-downs, etc., as negotiated and defined in the Purchase Agreement.
5. Cooperate fully with the lender and/or closing agent in the execution and delivery of any required documentation, including documentation required by NHG.

NHG agrees to all of the following.....

1. NHG agrees to assist prospective purchasers and to provide home ownership education and needed funds assistance, to qualified home purchasers, any of which may purchase a participating home.
2. To provide to the closing agent any required documentation and gift funds as shown on the gift letter provided by NHG, and accepted by the purchaser, and any required gift documentation.
3. To maintain all required programs, operations and other requirements as dictated by HUD, RESPA, IRS, etc., or such other governmental authority with regulatory powers over home ownership assistance programs or down payment assistance programs.

SELLER SIGNATURE Paul T. Boniol **Printed Name** **Jennifer & Paul Boniol**

CO- SELLER SIGNATURE Jennifer Boniol **Printed Name**

PURCHASER: **Janice Towns**	SS#: [redacted]-7081	**Projected Closing Date: 12/22/2004**
PURCHASER:	SS#:	
CLOSING AGENT, CLOSING ATTORNEY or TITLE COMPANY:	**Nashville Title Insurance Corp**	Phone: **(615) 385-9944**
Address: **2818 Bransford Ave**	City: **Nashville**	St: **TN** Zip **37207**
Contact Person: **Andy Maloney**	Fax: **(615) 385-9334**	Email: **andy@nashvilletitle.com**
BUYER'S REALTOR:	**Forest Hills Realtors**	Phone: **(615) 481-4408**
Address:	City:	St: Zip:
Contact Person: **Evelyn Finch**	Fax: **(615) 884-8068**	Email:
LISTING REALTOR:		Phone:
Address:	City:	St: Zip:
Contact Person:	Fax:	Email:
BUILDER:		Phone:
Address:	City:	St: Zip:
Contact Person:	Fax:	Email:
END LENDER/INVESTOR:		LOAN TYPE:
Submitted By: **Shellie Garrison**	Phone: **(615) 884-8080**	**Date: 12/16/2004 12:44:14**
Source: **none**	Campaign: **none**	

NOVASTAR MORTGAGE, INC., A VIRGINIA CORPORATION

CASE #

DATE: **DECEMBER 23, 2004**

LOAN # **04-J73492**

I/we certify that I/we have physically inspected all appliances, the plumbing system, heating system, roof, electrical system and if installed, central air conditioning system and they are in proper working order at the time of closing.

Buyers:

JANICE TOWNS **Date**

Sellers:

Paul F. Boniol

PAUL FITZHUGH BONIOL

Jennifer Boniol

JENNIFER HAMMOND BONIOL

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ADDENDUM B

Addendum to Real Estate Purchase and Sales Agreement dated 12/02/04. between Paul + Jennifer Bonioi Sellers and Janice Towns, Buyers, for the property located at 3421 Daisy Trail, Antioch, TN 37013.

Closing date extended to Dec. 23, 2004.

Signed this the 22 day of Dec. 2004 at 3:30 o'clock ☐ am; ☑ pm; and a copy hereof received:

Janice Towns
BUYER

BUYER

Signed this the ____ day of _____, _____ at ____ o'clock ☐ am; ☐ pm; and a copy hereof received:

Paul F. Bonioi
SELLER

Jennifer Bonioi
SELLER