WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $86,900.00

Donna T Colelli
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15TH DAY OF FEBRUARY, 2005.

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

ROBERT L. SCRUGGS NOTARY PUBLIC AT LARGE My Commission Exp. JULY 30, 2005 DAVIDSON CO., TENNESSEE

THIS INSTRUMENT WAS PREPARED BY
Robert L. Scruggs, Attorney, 2525 21st Avenue South, Nashville, TN 37212

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Donna T. Colelli	**Capital Bank & Trust Company**	**Map 129-15-A**
(NAME) **21 Vaughns Gap Road**	(NAME) **1820 West End Avenue**	**Parcel 111.00**
(ADDRESS) **Nashville, TN 37205**	(ADDRESS) **Nashville, TN 37203**	
(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, **Shirley Ware Sedgwick, married,** HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Donna T. Colelli, unmarried,** 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:

See Attached Exhibit A

unimproved ☐

This is improved ☒ property, known as 21 Vaughn's Gap Road G111, Nashville, TN 37205
(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 hand this 15th day of February, 2005.

Shirley Ware Sedgwick
Shirley Ware Sedgwick

Davidson County DEEDWARR
Recvd: 02/16/05 12:06 2 pgs
Fees:13.00 Taxes:321.53

20050216-0017680

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, of said County, Shirley Ware Sedgwick the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 15th day of February, 2005.

Commission expires:

ROBERT L. SCRUGGS NOTARY PUBLIC AT LARGE My Commission Exp. JULY 30, 2005 DAVIDSON CO., TENNESSEE

Robert L. Scruggs
Robert L. Scruggs Notary Public

EXHIBIT A

Land in Davidson County, Tennessee, being Unit No. 111 of Belle Meade Highlands Condominium created under Title 66, Chapter 27, Section 101, et seq., as amended Tennessee code annotated, and as established by a Master Deed of record in Book 7091, page 302, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said Unit at set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to the Plat of Belle Meade HIGHLANDS condominium as set forth in Exhibit A-2 of said Master Deed for a more complete identification and description of such Unit.

Being the same property conveyed to Shirley J. Ware, unmarried by deed from George Silvey and wife, Carolyn Silvey of record in Book 8875, page 448, Register's Office for Davidson County, Tennessee. Shirley J. Ware has since married and now goes by Shirley Ware Sedgewick.

This conveyance is made subject to all conditions easements; and all other matters of record in the Register's Office for Davidson County, Tennessee: (a) 2005 real property taxes which have been prorated and assumed by the grantee(s); (b) Master Deed of record in Book 7091, page 302, said Register's Office; (c) Charter of record in Book 7102, page 223, said Register's Office and; (d) By-laws of record in Book 7091, page 351, said Register's Office; and

(e) 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, and 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 fro every year occupying household has owned the unit, shall be repaid to The Federal Home Loan Bank of Cincinnati from any net gain realized upon restriction or other legally enforceable retention agreement or mechanism, incorporation 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.