File No. 250301397

WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF ~~WILSON~~ Williamson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $101,000.00

Carla Johnson
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 13TH DAY OF APRIL, 2005.

Notary Public

MY COMMISSION EXPIRES: .

(AFFIX SEAL)

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

Commission Expires JULY 30, 2005

Davidson County DEEDWARR
Recvd: 04/14/05 10:28 3 pgs
Fees:18.00 Taxes:373.70

20050414-0041619

THIS INSTRUMENT WAS PREPARED BY
Cumberland Title
13018 Lebanon Road, Suite 100
Mt. Juliet, TN 37122

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Melanie M. Sussner	Capital Bank & Trust Company	Map 044-11-0-144
(NAME) 407 Cleves Street	(NAME) 2200 Abbott Martin Road Suite 201	
(ADDRESS) Old Hickory, TN 37138	(ADDRESS) Nashville, Tennessee 37215	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE(S), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I, Barbara A. Huffaker, unmarried, HEREINAFTER CALLED THE GRANTOR(S), HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Melanie M. Sussner, unmarried, HEREINAFTER CALLED THE GRANTEE(S), HER HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN **Davidson** COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

BEING Lot No. 9, Section "A", VILLAGE OF OLD HICKORY, as shown by plat of record in Plat Book 1424, page 68, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description of said lot.

Being the same property conveyed to Barbara A. Huffaker, unmarried by deed from Randall Travis Blackwell and wife, Regina Blackwell of record in Deed Book 7223, page 814, Register's Office for said County.

SEE ATTACHMENT FOR RESTRICTIVE COVENANT.

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

unimproved ☐

This is improved ☒ property, known as 407 Cleves Street, Old Hickory, TN 37138
(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 GRANTEE(S), HER heirs and assigns forever; and we do covenant with the said GRANTEE(S) 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 GRANTEE(S), HER 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 13th day of April, 2005.

Barbara A. Huffaker

STATE OF TENNESSEE

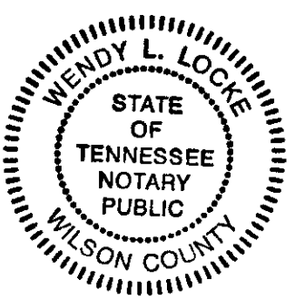
COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Barbara A. Huffaker, unmarried, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Mt. Juliet, Tennessee, this 4/13/2005.

My Commission Expires: 6-9-07

Wendy L Locke
Notary Public



File Number: 250301397

RETURN TO:

Cumberland Title
13018 Lebanon Road, Suite 100
Mt. Juliet, TN 37122

Owner-occupied Retention Language to be inserted into the Warranty Deed in projects that receive AHP grant (direct subsidy) awards.

The language below should be inserted into the Warranty Deed or as a Restrictive Covenant to the Warranty Deed. If it is attached to the Warranty Deed as an addendum or attachment, the Warranty Deed must reference the addendum or attachment.

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.