WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $196,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21ST DAY OF APRIL, 2005.

Notary Public

MY COMMISSION EXPIRES: .

(AFFIX SEAL)

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

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
Brian M. Lee	**Capital Bank & Trust Company**	**Map 72-4**
(NAME) **1505 Golf Street**	(NAME) **1820 West End Avenue**	**Parcel 173**
(ADDRESS) **Nashville, TN 37216**	(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, **JIMMY D. NULL AND WIFE, DIANE L. NULL** HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **BRIAN M. LEE AND WIFE, KRISTEN M. LEE,** 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 1505 Golf Street, Nashville, TN 37216

(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 our hands this 21st day of April, 2005.

Davidson County DEEDWARR
Recvd: 04/22/05 10:56 2 pg
Fees:13.00 Taxes:392.20
20050422-0045017

Jimmy D. Null

Diane L. Null

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, of said County, Jimmy D. Null and wife, Diane L. Null the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 21st day of April, 2005.

Commission expires:

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

Robert L. Scruggs Notary Public

EXHIBIT A

Being the southeasterly triangular part of Lot No. 8 and part of the northwest part of Lot No. 9 of Block "A" on the plan of Inglewood Terrace, as of record in Book 1130, page 1, Register's Office for said County.

Beginning at a point in the easterly margin of Golf Street, 3.2 feet north of a concrete monument in the margin of same and which point is 30 feet north of the corner of Lots. Nos. 9 and 10 on said plan; thence easterly parallel to the line between Lots Nos. 9 and 10, 150 feet to a point, thence northwardly 70 feet to a point; thence westwardly parallel to the first line, 150 feet to a point in the easterly margin of Golf Street as now located; thence with the line of same southwardly 70 feet to the point of beginning.

Being the same property conveyed to Jimmy D. Null and wife, Diane L. Null by deed from Roy J. Copas and wife, Patricia Ann Copas of record in Book 4571, page 60, Register's Office of Davidson County, Tennessee.

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) all matters appearing on the plan of record in Book 1130, page 1, said Register's Office, said Register's Office.

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, 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.