Bk 5

WARRANTY DEED

Davidson County DEEDWARR
Recvd: 05/03/05 09:25 3 pgs
Fees:18.00 Taxes:540.20
20050503-0048980

STATE OF **TENNESSEE**
COUNTY OF **DAVIDSON**

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS **$146,000.00**

Charly Hughes
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29TH DAY OF APRIL, 2005.

Notary Public

MY COMMISSION EXPIRES: ~~January 25, 2008~~ 9/3/08

(AFFIX SEAL)

MICHAEL T. HALEY
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

THIS INSTRUMENT WAS PREPARED BY
Guaranty Title and Escrow Co., 2711 Murfreesboro Road, Suite 200, Antioch, TN 37013

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Blanca Torres	**Southeast Financial/Mortgage Services**	**075-06-0 056.00**
(NAME)	(NAME)	
4276 Samoa Drive	444 James Robertson Pkwy.	
(ADDRESS)	(ADDRESS)	
Hermitage, TN 37076	Nashville , TN 37219	
(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, **Larry L. Hunt and wife Cynthia M. Hunt**, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Blanca Torres and Jose Martin Moya-Garcia**, 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 Lot No. 302 on the Plan of Hermitage Estates Subdivision, Section 2, as of record in Book 3700, Page 23, Register's Office for Davidson County, Tennessee, to which reference is here made for a more complete and accurate description.

Being the same property conveyed to **Larry L. Hunt and wife Cynthia M. Hunt** by deed of record in Book 8618, Page 265, Register's Office for **Davidson** County, Tennessee.

This conveyance is subject to any and all existing plat notes, conditions, restrictions and easements of record.

*See FHLB Retention Addendum Attached

unimproved ☐

This is improved ☒ property, known as **4276 Samoa Drive, Hermitage, TN 37076**

(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 **29th day of April, 2005**.

Larry L. Hunt

Cynthia M. Hunt

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 Larry L. Hunt and Cynthia M. Hunt the bargainor(s), 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 Nashville, Tennessee, this 29th day of April 2005.

Commission expires: 1-25-2006

Notary Public

ANGELA M. LAKE
NOTARY PUBLIC AT LARGE
RUTHERFORD CO. TENN.

Addendum to Deed:

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.