Bok 5

WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $144,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22ND DAY OF JUNE, 2005.

Notary Public

MY COMMISSION EXPIRES: 8/20/08

(AFFIX SEAL)

Davidson County DEEDWARR
Recvd: 06/24/05 09:19 3 pgs
Fees:18.00 Taxes:534.65

20050624-0072690

THIS INSTRUMENT WAS PREPARED BY
Riney Title & Escrow, LLC, 7003 Chadwick Drive, Ste. 227, Brentwood, TN 37027

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Manuel F. Rivas	Southeast Financial F.C.U.	62-2-A-289CO
(NAME)	(NAME)	
3220 Cain Harbor Drive	444 James Robertson Parkway	
(ADDRESS)	(ADDRESS)	
Nashville, TN 37214	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,

Katherine Lynn Burgess, an unmarried person,

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

Manuel F. Rivas and wife, Liliana Arevalo,

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:

Being Lot No. 326 on the final Plat of River Trace Estate, Phase I, Section 4 and 5 of record in Plat Book 9700, page 409, 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 Katherine Lynn Burgess, unmarried by deed from NVR, Inc. a Virginia Corporation, successor by merger to Fox Ridge Homes, Inc. dated June 15, 2001 of record in Instrument Number 20010619-0064940, Register's office for Davidson County, Tennessee.

*See FHLB retention addendum.

This property is conveyed subject to: (1) Taxes which have been prorated and assumed by the Grantee; (2) All restrictions of record; (3) All easements of record; (4) All visible easements; (5) All matters appearing on the plan of record; (6) All applicable governmental and zoning regulations.

unimproved ☐

This is improved ☒ property, known as 3220 Cain Harbor Drive, Nashville, TN 37214

(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 22nd day of June, 2005.

Katherine Lynn Burgess 6/22/05

Katherine Lynn Burgess

STATE OF TENNESSEE

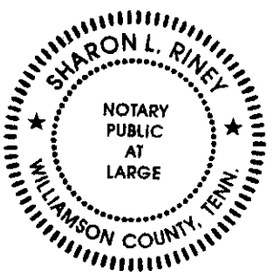
COUNTY OF WILLIAMSON

I hereby certify that on this 22nd day of June, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Katherine Lynn Burgess, known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and acknowledge that they executed the same for the purpose therein contained. Witness my hand and official seal at Brentwood, Tennessee this 22nd day of June, 2005.

Commission expires: 5-27-07

Sharon L. Riney

Notary Public



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.