Davidson County DEEDWARR
Recvd: 09/26/05 11:37 3 pgs
Fees:18.00 Taxes:454.00
[redacted]
20050926-0115258

RE-RECORD

*Being re-recorded to correct derivation clause.

CASH DEED FOR TENNESSEE

Davidson County DEEDWARR
Recvd: 10/31/05 11:29 3 pgs
Fees:17.00 Taxes:0.00
20051031-0131140

FHA Case No. 483-310720

This instrument was prepared by the **Department of Housing and Urban Development**
Return to: **Fearnley & Califf, PLLC - Nashville HUD, 211 Donelson Pike - Suite 113, Nashville, TN 37214**

This Indenture, made and entered into this 15th day of August, 2005 , by and between **Alphonso Jackson,** Acting Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and **Jack Jones, a married man,** his heirs and assigns, party(ies) of the second part,

Witnesseth: That for and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party(ies) of the second part, the following described real estate situate, lying and being in the County of **Davidson** , State of Tennessee, to wit:

See Schedule "A"

Property Address:	**2945 Harbor Lights Drive, Nashville, TN 37217**
Owner's Name:	**Jack Jones**
Owner's Address:	**771 Bass Lane, Mt. Juliet, TN 37122**
Mail Tax Bill to:	**Owner at Owner's Address**
Parcel No.:	**136-05-0 A 034.00 CO**

THIS DEED IS NOT TO BE IN EFFECT UNTIL: September 15th, 2005

Being the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (42 U.S.C. 3531), by deed dated November 17th, 2004, and recorded at Instrument No. [illegible] in the Register's Office of **Davidson** County, Tennessee.
*20050607-0065105

To Have and to Hold the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party(ies) of the second part, his heirs and assigns in fee simple forever.

Said Conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above described property; also **Subject** to any state of facts which an accurate survey of said property would show.

And the Said party of the first part does hereby covenant with the said party(ies) of the second part that he is lawfully seized in fee of the aforedescribed real estate; that he/she has a good right to sell and convey the same; that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons, claiming same, by, through or under him but no further or otherwise.

In Witness Whereof the undersigned has set his hand and seal as a principal and/or officer of Pyramid Real Estate Services, LLC, Management and Marketing Contractor of the U.S. Department of Housing and Urban Development, for and on behalf of the said Secretary of Housing and Urban Development, under the redelegation of authority published at 70 Fed. Reg. 43, 171 (July 26, 2005).

Secretary of Housing and Urban Development

By: E Hall (Seal)

Eric Hall
(Type or Print Name)

PMC Manager
(Type or Print Title)

State of **TENNESSEE**
County of **DAVIDSON**

On the 15 day of September, 2005 before me the undersigned Notary Public of the State and County aforesaid, appeared ERIC Hall. With whom I am personally acquainted, or proved to me to be on the basis of satisfactory proof, and who upon oath, acknowledged himself/herself to be authorized signatory of First Preston/Pyramid Realtors, said company being an authorized signatory for the Secretary of Housing and Urban Development, the within named bargainor, and that he/she as such authorized signatory being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as an authorized signatory.

DANA JOKI STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Notary Public

My Commission Expires: ~~My Commission Expires~~ January 24, 2009

I, or we, hereby swear or affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$122,702.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Lauren Griffin
Affiant

Subscribed and sworn to before me this 15th day of September, 2005

My Commission Expires: 5/16/06

ANDREW WILEY STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY, TENN.

Notary Public (Seal)

Previous Editions are Obsolete

HUD-91879 (4085 Edition)
(24 CFR 200.150)

LEGAL DESCRIPTION

All that certain tract of parcel of land situate in Davidson County, State of Tennessee, Described as follows, To-wit:

Being lot No. 130 on the plan of Bayview Estates, Phase one, first revision (a planned unit development) of record in Book 9700, page 920, register's office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

This conveyance is made subject to:

All matters of record in book 9700, page 920, register's office for Davidson County, Tennessee.

Restrictive covenants contained in an instrument of record in book 10323, page 55; book 10727, page 268; book 11019, page 911; book 11251, page 126; and in book 11271, page 163, register's office for Davidson County, Tennessee.

By-laws of record in Book 10323, page 86, register's office for Davidson County, Tennessee.

Landscape agreement as set out in book 10339, page 298, register's office for Davidson County, Tennessee.

Easements of record in book 3708, page 237; book 7830, page 233; book 10085, page 576; and in book 11271, page 163, register's office for Davidson County, Tennessee.

Easement for Bell South of record in book 11762, page 271, register's office for Davidson County, Tennessee.

All existing and recorded basements, rights of way and restrictions, all zoning regulations, building restrictions and setback lines, if any, and easements or right of ways for public utilities.

This is improved property, known as 2945 Harbor Lights Drive, Nashville, TN 37217.