File No. 260401677

WARRANTY DEED

Davidson County DEEDWARR
Recvd: 05/05/06 09:57 3 pgs
Fees:18.00 Taxes:513.93

20060505-0052426

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $138,900.00

Ricardo Martinez
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF MAY 2006.

Notary Public

MY COMMISSION EXPIRES:

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

THIS INSTRUMENT WAS PREPARED BY
David W. Kious, Attorney
Southern Title Services
613 Potomac Place, Suite 201
Smyrna, TN 37167

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ricardo Martinez	Southeast Financial F.C.U.	150-16-B-14
(NAME)	(NAME)	
5741 Trulong Drive	444 James Robertson Pkwy	
(ADDRESS)	(ADDRESS)	
Antioch, TN 37013	Nashville, TN 37219	
(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, IT, **Thoroughbred Construction, LLC, a Tennessee Limited Liability Company**, HEREINAFTER CALLED THE GRANTOR(S), HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Ricardo Martinez and wife, Gabriela Salinas**, HEREINAFTER CALLED THE GRANTEE(S), 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 all of Lot No. 14, on the Final Plat of Tru-Long Acres, as shown by plat appearing of record in Instrument No. 200407020079028, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said lot.

Being part of the same property conveyed to Thoroughbred Construction, LLC, a Tennessee Limited Liability Company by Warranty Deed dated March 31, 2002 of record in Instrument No. 200203130031766, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to Declaration of Covenants, Conditions and Restrictions and By-Laws recorded at Instrument No. 20040818010034 and Instrument No. 200412090146798; Charter of Homeowner's Association as shown of record in Instrument No. 200408180100033; Quitclaim Deed to Homeowner's Association for common area in Instrument No. 200408270103988; Storm Water Detention Agreement as shown of record in Instrument No. 200403170030287; Sanitary Sewer Easement as shown of record in Instrument No. 200512140150190; all matters shown on the plan of record in Instrument No. 200407020079028; all in the Register's Office for Davidson County, Tennessee.

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 5741 Trulong Drive, Antioch, TN 37013
(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), THEIR 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), 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 3rd day of May, 2006.

Thoroughbred Construction, LLC

By: _____
Steven M. Knox, Member

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

Before me, the undersigned Notary Public, of the state and county aforesaid, personally appeared STEVEN M. KNOX, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Member of Thoroughbred Construction, LLC, a Tennessee Limited Liability Company, the within named bargainor, and that he as such Member, as duly authorized, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Member.

Witness my hand at office this 3rd day of May, 2006.

Commission expires: 6/22/08

_____
Notary Public

CAROL M. HOLMES
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

File Number: 260401677

RETURN TO:
Southern Title Services
613 Potomac Place, Suite 201
Smyrna, TN 37167

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.