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book 186

WARRANTY DEED

Beth Triplett Notary Public My Comm. Exp 03/20/2010 State of TENNESSEE Davidson County

STATE OF TENNESSEE
COUNTY OF **Davidson**
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $136,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE **26th** DAY OF **May, 2006**

Notary Public

MY COMMISSION EXPIRES:
(AFFIX SEAL)

Davidson County DEEDWARR
Recvd: 06/02/06 15:14 4 pgs
Fees:22.00 Taxes:503.20

20060602-0065426

WARRANTY DEED

This Instrument Prepared By:
Commerce Union Title LLC
5200 Maryland Way Suite 110, Brentwood, TN 37027

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John B. McLaren and Audrey C. ~~Avritt~~ Arriett	Southeast Financial Federal Credit Union	151-10A 233.00CO
(NAME) 7080 South Hampton Blvd.	(NAME) 444 James Robertson Pkwy	
(ADDRESS) Antioch,TN 37013	(ADDRESS) 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, I, **Dawn Nichole Green, an unmarried woman,** HEREINAFTER CALLED THE GRANTOR, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO **John B. McLaren, an unmarried man and Audrey C. ~~Avritt~~ Arriett, an unmarried woman, as joint tenants with right of survivorship** HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN **Davidson** COUNTY, STATE OF TN, DESCRIBED AS FOLLOWS, TO-WIT:

LOT NO. 82, VILLAGES OF LONG HUNTER, PHASE 3 Planned Unit Development, as shown on plat of record in Instrument No. 20030707-0093205, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed by Warranty Deed from Ole South Properties, Inc. to Dawn Nichole Green, unmarried as recorded on the 5th day of August, 2004 in Instrument No. 20040805-0094374 and Quitclaim Deed from Cason Lane Development Partners, a Tennessee general partnership to Ole South Properties, Inc., a Tennessee corporation as recorded on the 22nd day of March, 2004 in Instrument No. 20040322-0032118, in the Register's Office of Davidson County, Tennessee.

This conveyance is subject to any and all bylaws, covenants, zoning regulations, building restrictions and setback lines, if any, and easement and rights for public utilities, applicable to this property; and taxes for the current year which have been prorated and paid by the Grantor(s) herein.

See attachment

unimproved ☐
This is improved ☒ property, known as **7080 South Hampton Blvd., 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 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.

IN WITNESS WHEREOF, this instrument has been executed on this the **26th** day of **May, 2006**.

Dawn Nichole Green

Dawn Nichole Green

STATE OF Tennessee
COUNTY OF Davidson

Before me, the undersigned Notary in and for said County and State, personally appeared the within named Dawn Nichole Green, whom I am personally acquainted, or proved on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at Brentwood, Tennessee, this 26th day of May, 2006

NOTARY

KIMBERLY A. TOMLIN NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

MY COMMISSION EXPIRES: 6/26/2008

Revised 030306

Federal Home Loan Bank of Cincinnati
Retention Language for Ownership projects
that receive New Neighbors funds.

The language below should be inserted into the Warranty Deed or as a Restrictive Covenant to the Warranty Deed. If it is attached to the Warranty Deed as an addendum or attachment, the Warranty Deed must reference the addendum or attachment.

Grantee(s) in deed, for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's New Neighbors Program in order to finance in part the acquisition of the property described in this deed, shall not convey any interest in such property to a third party and shall reside in such property as the primary residence of such grantee(s) for a period of five (5) years (the "Retention Period") following the date of recording of this deed in the public office for recording deeds in the county in which such property is located.

a) Such grantee(s) shall notify in writing the Federal Home Loan Bank of Cincinnati, the mailing address of which is P.O. Box 598, Cincinnati, OH 45201-0598, following any of the following events occurring prior to the end of the Retention Period: (i) such grantee(s) convey all or a part of the interests in such property to a third party; (ii) such grantee(s) refinances the debt that grantee(s) incurred to finance acquisition of such property that is secured by a mortgage or deed of trust of such property; (iii) such grantee(s) cease occupying such property as the principal residence of such grantee(s); or (iv) such grantee(s) prepay an amount in excess of one fifth (1/5) of the initial principal amount of the note that the mortgage or deed of trust secures.

b) If any of the events described in (a) (i) or (a) (ii) hereof occurs prior to the end of the Retention Period, such grantee(s) shall pay to the Federal Home Loan Bank of Cincinnati from any net proceeds realized an amount equal to the product of the amount of the direct subsidy funds that such grantee(s) received and a fraction, the numerator of which is the number of months elapsed from such recording of this deed prior to such event, and the denominator of which is sixty (60).

c) If the event described in (a) (iii) hereof occurs prior to the end of the Retention Period, such grantee(s) shall pay to the Federal Home Loan Bank of Cincinnati an amount equal to the product of the amount of the direct subsidy funds that such grantee(s) received and a fraction, the numerator of which is the number of months elapsed from such recording of this deed prior to such event, and the denominator of which is sixty (60).

d) If an event described in (a) (iv) hereof occurs within two years after the Retention Period commences, such grantee(s) shall pay the Federal Home Loan Bank of Cincinnati an amount equal to the product of the amount of the direct subsidy funds that such grantee(s) received and a fraction, the numerator of which is the number of months elapsed from such recording of this deed prior to such event, and the denominator of which is sixty (60).

e) Grantee(s) by accepting this deed hereby grant to the Federal Home Loan Bank of Cincinnati a lien on such property to secure such payment obligation, and agree that the Federal Home Loan Bank of Cincinnati may enforce the obligations of grantee(s) herein using any remedy available to the Federal Home Loan Bank of Cincinnati at law or in equity. Such lien of the Federal Home Loan Bank of Cincinnati shall be subordinate to the lien of any mortgage or deed of trust, as the case may be, that encumbers such property.

f) The obligation of such grantee(s) to repay direct subsidy funds to the Federal Home Loan Bank of Cincinnati shall terminate after any foreclosure sale of such property.