NOTE: Rerecorded to attach addendum. Box 5

File No. 260401327

WARRANTY DEED

Davidson County DEEDWARR
Recvd: 05/15/06 12:14 2 pgs
Fees:13.00 Taxes:640.10
[redacted]
20060515-0056679

Re RE-RECORD

RE-RECORD

STATE OF TENNESSEE
COUNTY OF Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $173,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12TH DAY OF MAY, 2006.

STATE OF TENNESSEE NOTARY PUBLIC WAYNE THOMAS DAVIDSON COUNTY, TENN. Nov. 14, 2009

My Commission Expires NOV. 14, 2009

Notary Public

MY COMMISSION EXPIRES: _____.

(AFFIX SEAL)

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

Davidson County DEEDWARR
Recvd: 05/23/06 11:09 3 pgs
Fees:17.00 Taxes:0.00
[redacted]
20060523-0060387

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Clayton B. Murray	Southeast Financial F.C.U.	172-12-0A-011
(NAME)	(NAME)	
6032 Bradford Hills Drive	444 James Robertson Pkwy.	
(ADDRESS)	(ADDRESS)	
Nashville, TN 37211	Nashville, TN 37219	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

Davidson County DEEDWARR
Recvd: 06/05/06 08:21 3 pgs
Fees:17.00 Taxes:0.00
20060605-0065549

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, I, **Charles P. Holmes**, HEREINAFTER CALLED THE GRANTOR, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Clayton B. Murray, and Wife, Vilma S. Salinas**, 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 all of Lot No. 11, on the Plan of Section One, Bradford Hills, as shown by plat appearing of record in Plat Book 7900, Pages 110-112, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said lot.

Being the same property conveyed to Charles P. Holmes by Quitclaim Deed dated February 27, 2003 of record in Instrument No. 200303070030688, Register's Office for Davidson County, Tennessee.

Carol M. Holmes, spouse of Charles P. Holmes, hereby joins in this conveyance for the purpose of conveying to the Grantees any and all interest that she may have in said property, including but not limited to the marital interest.

This conveyance is made subject to Declaration of Covenants, Conditions and Restrictions recorded at Book 8069, Page 170; By-Laws as shown of record in Book 8071, Page 531; Charter of Homeowner's Association as shown of record in Book 8071, Page 520; Quitclaim to Homeowner's Association for Open Space in Book 8154, Page 304, and Book 9779, Page 672; Sanitary Sewer and/or Storm Drainage Easement as shown of record in Instrument No. 200506270073563; Stormwater Detention Agreement as shown of record in Book 8292, Page 753; Subject to Boundary Plat in Book 7900, Page 6; Water Easement as shown of record in Book 8377, Page 769; Sewer Easement as shown of record in Book 8377, Page 808; all matters shown on the plan of record in Plat Book 7900, Pages 110-112; all in the Register's Office for Davidson County, Tennessee.

** SEE ATTACHED ADDENDUM **

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 6032 Bradford Hills Drive, Nashville, TN 37211
(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 our hands this 12th day of May, 2006.

Carol M. Holmes

Charles P. Holmes

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

Personally appeared before me; the undersigned, a Notary Public in and for said County and State, the within named Charles P. Holmes and wife, Carol M. Holmes, the bargainors, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledge that they executed the within instrument for the purposes therein contained.

Witness my hand at office this 12th day of May, 2006.

Commission expires: 8/10/08

Notary Public

MELISSA R. ATKIN
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

File Number: 260401327

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

Revised 031606

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.