WARRANTY DEED

[redacted] IS BEING RE-RECORDED TO [redacted] EXHIBIT A."

SHELLY ABELL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Shelly Abell
My Commission Expires
March 20, 2010

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $166,074.00

Howard J Niedermeier
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24TH DAY OF JULY, 2006.

Shelly Abell
Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
MICHAEL J. PHILBIN, P.C., 2021 Richard Jones Road, Suite 220, Nashville, TN 37215

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Howard J. Niedermeier	Capital Bank & Trust Company	33-3-B-58CO
(NAME)	(NAME)	
110 Trailing Blossom Way	2200 Abbott Martin Road	
(ADDRESS)	(ADDRESS)	
Goodlettsville, TN 37072	Nashville, 37215	
(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, Beazer Homes Corp., a Tennessee Corporation, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Howard J. Niedermeier and wife, Sylvia S. Niedermeier, 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 Lot No. 131 on the Plan of Dry Creek Farms, Phase 2, Section 2 of record in Instrument No: 20050825-0101280, Register's Office for said County, to which plan reference is hereby made for a more complete and accurate description.

BEING part of the same property conveyed to Beazer Homes Corp., a Tennessee Corporation by deed from Ivy Hill Properties, LLC, a Tennessee limited liability company of record in Instrument No: 20060406-0039883, Register's Office for Davidson County, Tennessee.

RE-RECORD

THIS conveyance is subject to any and all existing restrictions and easements of record.

Davidson County DEEDWARR
Recvd: 07/26/06 14:32 2 pgs
Fees:13.00 Taxes:614.47
[redacted]
20060726-0090418

SEE ATTACHED EXHIBIT A FOR NEW NEIGHBORS PROGRAM ADDENDUM

unimproved ☐

This is improved ☒ property, known as 110 Trailing Blossom Way, Goodlettsville, TN 37072
(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 24th day of July, 2006.

Beazer Homes Corp.

Ruth Lyon, agent
Ruth Lyon, Agent

Davidson County DEEDWARR
Recvd: 08/03/06 15:51 3 pgs
Fees:17.00 Taxes:0.00
20060803-0095166

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ruth Lyon with whom I am personally acquainted and who upon her oath acknowledged herself to be the Agent of the Beazer Homes Corp., the within named bargainor, a corporation, and that she as such Agent being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said Ruth Lyon as such Agent.

Witness my hand and official seal at Nashville, Tennessee this 24th day of July, 2006.

Commission expires:



Shelly Abeli
My Commission Expires
March 20, 2010

Notary Public

EXHIBIT A

Revised 071506

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

The language below should be inserted into the Mortgage or Deed of Trust. If it is attached to the Mortgage or Deed of Trust as an addendum or attachment, the Mortgage or Deed of Trust must reference the addendum or attachment.

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a) Borrower(s) in this mortgage or deed of trust, as the case may be, 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 mortgage or deed of trust, as the case may be, shall not convey any interest in such property to a third party and shall reside in such property as the primary residence of such Borrower(s) for a period of five (5) years (the "Retention Period") following the date of recording of this mortgage or deed of trust in the public office for recording deeds in the county in which such property is located. Such Borrower(s) shall notify in writing the mortgagee in this mortgage or the beneficiary of this deed of trust, as the case may be, and 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 Borrower(s) convey all or a part of the interests in such property to a third party; (ii) such Borrower(s) refinances the debt secured by this mortgage or deed of trust; (iii) such Borrower(s) cease occupying such property as the principal residence of such Borrower(s); or (iv) such Borrower(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 remaining in the Retention Period from such recording of this mortgage or deed of trust, 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 remaining in the Retention Period from such recording of such mortgage or deed of trust, 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 remaining in the Retention Period from such recording of this mortgage or deed of trust, and the denominator of which is sixty (60).

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

g) The Federal Home Loan Bank of Cincinnati may, but need not, waive its rights under this mortgage or deed of trust, as the case may be, in whole or in part.