Davidson County DEEDWARR
Recvd: 09/27/06 13:26 2 pgs
Fees:13.00 Taxes:305.25
20060927-0119643

CASH DEED FOR TENNESSEE

FHA Case No. 483-334581

This instrument was prepared by the **Department of Housing and Urban Development**
Return to: Fearnley & Califf, PLLC
565 Marriott Drive - Ste 850
Nashville, TN 37214

This Indenture, made and entered into this 22nd day of September, 2006, by and between Alphonso Jackson, Secretary for Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and **Juan Jara**, Married, 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 Davidson, State of Tennessee, to wit:

Described property located in Davidson County, Tennessee, to wit:

Lot Number 33 on the Map of Section One, Morningside Heights, of record in Plat Book 1130, page 76, Register's Office for said county and described as follows:

Beginning at a point in the south margin of Barry Drive at the corner of Lots 32 and 31; thence with the line between said lots, southerly 137.45 feet to the north line of Lot Number 34; thence with the line between Lot Numbers 33 and 34, easterly 65 feet to the westerly margin of Argyle Avenue; thence with the margin of the same, northerly 133.75 feet to the beginning of a south margin of Barry Drive; thence with the margin of the same westerly 50 feet to the beginning.

Property Address:	1208 Barry Drive Madison, TN 37115
Owner's Name:	Juan Jara
Owner's Address:	809 Nesbitt Lane Madison, TN 37115
Mail Tax Bill to:	Owner at Property Address
Parcel No.:	051-12-0 025.00

THIS DEED IS NOT TO BE IN EFFECT UNTIL: September 22, 2006

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 May 26, 2006, and recorded at Instrument No. 20060630-0078376 in the Register's Office of Davidson County, Tennessee.

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 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/her 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 Secretary of Housing and Urban Development, under the redelegation of authority published at 70 Fed. Reg. 43, 171 (July 26, 2005).

Signed, sealed and delivered in the presence of:

The Secretary of Housing and Urban Development of Washington, D.C., and/or his/her successors and/or assigns

By: Shelley Schneider
Authorized Signatory
Nashville, Tennessee

State of Tennessee
County of Davidson

On the 20 day of September, 2006, before me the undersigned Notary Public of the State and County aforesaid, appeared Shelley Schneider 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 a authorized signatory of Pyramid Real Estate Services, LLC 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.

My Commission Expires:

1/24/2009

Notary Public

BRANDON CRAIG
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
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 $82,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 22nd day of September, 2006.

My Commission Expires:

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

24, 2007

(Seal)
Notary Public