Box #5

File No. 270301964

WARRANTY DEED

LAURA A. MOORE
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER CO.

STATE OF TENNESSEE
COUNTY OF WILSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $90,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23RD DAY OF APRIL, 2007.

Notary Public

MY COMMISSION EXPIRES: April 7 2009

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Jerry Kennon, Attorney
Cumberland Title
13026 Lebanon Road, Suite 100
Mt. Juliet, TN 37122

Davidson County DEEDWARR
Recvd: 04/27/07 09:51 3 pgs
Fees:18.00 Taxes:333.00
20070427-0050272

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John A. Rodriquez Garnica	Southeast Financial Federal Credit Union	Map 108070B16500
(NAME) 219 Timberway Drive	(NAME) 444 James Robertson Parkway	
(ADDRESS) Nashville, TN 37214	(ADDRESS) 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, WE, Frank T. Meyers, a married man and wife, Jennifer Meyers, HEREINAFTER CALLED THE GRANTOR(S), HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO John A. Rodriquez Garnica an unmarried person, HEREINAFTER CALLED THE GRANTEE(S), HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN **Davidson** COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Being Unit No. 165 of Timber Lake Condominiums created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated as an established by a Master Deed of record in Book 6549, page 475, and by Instrument of Clarification at Book 6561, page 141, Register's Office for Davidson County, Tennessee, together with the undivided percentage interests in the Common Elements appurtenant to said Units, as set forth in Exhibit "A-1" of said Master Deed. Reference is hereby made to the Plat of Timber Lake Condominiums, as set forth in Exhibit "A-2" of said Master Deed for a more complete identification and description of such unit.

Being the same property conveyed to Frank T. Meyers, unmarried by deed from Randy W. Rudder of record in Deed Book 10702, page 166 and filed for record on December 1, 1997, Register's Office for said County.

Jennifer Meyers joins in this conveyance to convey any and all rights she may have in this property.

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

Restrictive Covenants of record in Deed Book 6549, Page 475; Book 5200, page 342, Register's Office of said County.

Easements as shown of record in Deed Book 5856, Page 80; Book 10262, page 46; Book 6587, page 204, Register's Office for said County.

SEE ADDENDUM FOR ADDITIONAL RESTRICTIVE COVENANTS.

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 219 Timberway Drive, Nashville, TN 37214

(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), HIS 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), HIS 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/our hands this 23rd day of April, 2007.

Frank T. Meyers

Jennifer Meyer

STATE OF TENNESSEE

COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Frank T. Meyers and wife, Jennifer Meyers, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Mt. Juliet, Tennessee, this 4/23/2007.

My Commission Expires:
April 7 2008

Notary Public

File Number: 270301964

RETURN TO:
Cumberland Title
13018 Lebanon Road, Suite 100
Mt. Juliet, TN 37122

LAURA A. MOORE
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER CO.

"ADDENDUM"

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.