WARRANTY DEED

File Number: 70203

JACK CASE WILSON TITLE ASSOCIATES, LLC
3931-A GALLATIN PIKE
NASHVILLE, TN 37216
d-1041

REBEKAH J. SIMS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS ~~$114,000.00~~ $108,000 EB

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25TH DAY OF MAY, 2007.

Notary Public

MY COMMISSION EXPIRES: 3-20-2010

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Pinnacle Title & Escrow, LLC, 2109 Buena Vista Pike, Nashville, TN 37218

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Addie Moreland	Addie Moreland	081150240.00
(NAME)	(NAME)	
1608 Underwood St	1608 Underwood St	
(ADDRESS)	(ADDRESS)	
Nashville, TN 37208	Nashville, TN 37208	
(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, William Patton, Jr. Foundation, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Addie Moreland and Jacqueline Moreland, 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 TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land in Davidson County, Tennesse, Being the ~~Westerly 40 feet of~~ part of Lot No. 334 on the Plan of McGavock, ~~Others~~ D.T. Others Second Addition, called the Addition to Town of McGavock of record in Plat Book 21, Page 41, Register's Office for Davidson County, Tennese.

Said part of Lot No. 334 fronts 40 feet on the northerly side of Underwood Street and runs back 128 feet, more or less, on the easterly line and 115 feet on the westerly line with the easterly margin of an alley, to the southerly line of Lot No. 334, measuring 40 feet thereon.

Being the same property conveyed to the said Charles Darvin having died later leaving a Last Will and Testament filed in the Probate Office for Davidson County, Tennessee, on July 23, 2003 Docket No. 03P-337, and filed of record as Instrument No. 20030723-0103154, Register's Office for Davidson County, Tennessee, wherein he devised the subject property to Stokers' Lane Church of God.

Being the same property conveyed to The William Patton Jr. Foundation by deed from the Trustee and Deacon of Stokers' Lane Church of God of record in 20060522-0059870 in said Register's Office for Davidson County, Tennessee on May 22, 2006.

SEE EXHIBIT A

unimproved ☐

This is improved ☒ property, known as 1608 Underwood St, Nashville, TN 37208

(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 25th day of May, 2007.

William Patton, Jr. Foundation

By: _____
William Patton,
ITS: _____

Davidson County DEEDWARR
Recvd: 06/08/07 13:13 7 pgs
Fees:38.00 Taxes:399.60

20070608-0068943

STATE OF TENNESSEE COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid personally appeared William Patton, the EXEC. DIRECTOR of the William Patton Jr. Foundation, with whom I am personally acquainted, and who upon oath, acknowledged himself/herself to be the EXEC. DIRECTOR of the William Patton Jr. Foundation, the within named bargainor, and corporation, and that he/she as such EXECUTIVE DIRECTOR, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing the name of the corporation by the said William Patton Jr. Foundation as such EXEC. DIRECTOR.

Witness my hand and official seal at Nashville, Tennessee this 25th day of May, 2007.

Commission expires:

MY COMMISSION EXPIRES:
May 23, 2009

Rachel L. Bell NOTARY PUBLIC Notary Public

RACHEL L. BELL
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY

EXHIBIT

A

This Instrument Prepared By:
Rachel L. Bell
2109 Buena Vista Pike
Nashville, TN 37218
(615) 256-3353

RESTRICTIVE COVENANT
AFFORDABILITY PERIOD
(10) YEARS

DECLARATION OF RESTRICTIVE COVENANTS HOME PROGRAM

THIS **DECLARATION OF RESTRICTIVE COVENANTS** dated this 25 day March of 2007, (the Restrictive Covenants) is hereby entered into by **Addie and Jacqueline Moreland,** (BUYER's), whose address is 1608 Underwood Street, Nashville, Tennessee 37208 for the benefit of the **METROPOLITAN DEVELOPMENT AND HOUSING AGENCY** (MDHA), whose address is 701 South Sixth Street, Nashville, Tennessee 37206, pursuant to and in partial consideration for the grant of funds from **MDHA** for the purposes as more fully described below.

WITNESS

WHEREAS, MDHA is a participating jurisdiction under the HOME Investment Partnerships Program (the HOME Program), as authorized and described in 42 U.S.C. Sections 12701-12839, as amended, and subject to the requirements of 24 C.F.R. Part 92, as amended (collectively, the HOME Program Requirements); and

WHEREAS, the prior owner of the subject property located at 1608 Underwood Street, Nashville, TN 37208 thereby named William Patton Jr. Foundation (CHDO) received certain funds (the "Home Set-Aside Funds") from MDHA under the HOME Program subject to the HOME Program Requirements and the Community Housing Development Organization Agreement between MDHA and the CHDO dated March 28 , 2006 (the CHDO Agreement) to assist with the construction of a single-family houses with an address of 1608 Underwood Street, Nashville, Tennessee 37208 as more particularly described in Exhibit A which is attached hereto and made a part hereof by this reference (the Property) subject to the terms and conditions of the BUYER Agreement and the HOME Program Requirements;

And;

WHEREAS, as a condition of participating in the HOME Program and receiving the Home Set-Aside Funds from MDHA hereunder, the BUYER agrees to encumber the Property with the restrictive covenants set out below (sometimes herein referred to as the Restrictive Covenants) to insure that the Property will be used as affordable housing in compliance with the affordability restrictions contained herein and in the HOME Program Requirements.

NOW, THEREFORE, in consideration of BUYER's participation in the HOME Program, the CHDO's receipt of the Home Set-Aside Funds from MDHA and of the premises and the agreements contained in these Restrictive Covenants, the BUYER's agree as follows:

1. Use. The Property shall remain affordable for and be used solely by low income persons or families as defined in the HOME Program Requirements and for no other purpose throughout

the Affordability Period as defined below.

2. **Term**. The term of these Restrictive Covenants shall be ten (10) years beginning on the date March 28, 2006 (the Affordability Period). The Restrictive Covenants may also be released in writing by MDHA, in its sole discretion, prior to the end of the Affordability Period. A sale by foreclosure or transfer in lieu of foreclosure under a deed of trust encumbering the Property that has priority over these Restrictive Covenants (the "Termination Event") shall terminate the Affordability Period and these Restrictive Covenants. The Affordability Period and these Restrictive Covenants shall be revived according to their original terms if, during the original Affordability Period, the owner of record at the time of the Termination Event, obtains an ownership interest in the Property.

3. **Principal Residence**. During the term of the Affordability Period, the Property must be used as a principal residence of a person or family as provided in the HOME Program Requirements. If the Property does not continue to be so used, then any use or sale shall only be as provided in the HOME Program Requirements, including, without limitation, that the Property may only be sold to a buyer who qualifies as low income persons or families as defined in the HOME Program Requirements and will use the Property as a principal residence for the duration of the Affordability Period.

4. **Covenants Running with the Land**. These Restrictive Covenants shall run with the land and shall be binding upon the Property, the BUYER's and the BUYER's successors, successors in title and permitted assigns and shall inure to the benefit of MDHA, the BUYER's and the CHDOs successors, successors in interest, successors in title and permitted assigns. BUYER's agrees to include a specific reference to these Restrictive Covenants in any deed or instrument regarding the sale or transfer of all or any part of the Property which occurs during the Affordability Period. MDHA or its successors and assigns shall have the continuing right to enforce these Restrictive Covenants by the taking of any legal action in any court of competent jurisdiction to enforce performance and observance of these Restrictive Covenants, without the requirement of election of remedies, and shall as one, but not the sole, remedy obtain a temporary and/or permanent order enjoining any acts which violate these Restrictive Covenants and the exercise of any other legal or equitable right of remedy with respect to these Restrictive Covenants. No bond shall be required of MDHA or its successors and assigns for the issuance of any such injunction.

5. **Severability**. The invalidity of any clause, part or provision of this Restrictive Covenants shall not affect the validity of the remaining portions hereof.

6. **Notices**. Unless otherwise set forth herein, all notices given pursuant to these Restrictive Covenants shall be deemed given to the BUYERS when mailed and to MDHA when received. All notices hereunder shall be sent by certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses set forth above or to such different address or addresses as either party may notify the other from time to time in writing.

7. **Sale or Transfer of Property**. If any sale or other transfer of all or any part of the Property occurs during the Affordability Period, the BUYER will make sure that future owners of the subject property have complied with the requirements placed in the HOME Program and record this restrictive covenant with the conveyance.

7. **Amendment**. The BUYERS shall take all actions deemed necessary by MDHA to amend these Restrictive Covenants to comply with the HOME Program Requirements, and any and all applicable

rules, regulations, policies, procedures, and rulings or other official statements pertaining to the HOME Program, as now or hereafter in effect.

8. **Compliance with Applicable Laws.** The BUYERS shall comply with all HOME Program Requirements and all other applicable federal, state or local laws, statutes, ordinances, codes, rules or regulations, as the same may be amended from time to time.

9. **Governing Law**. These Restrictive Covenants shall be governed by the laws of the State of Tennessee, and where applicable, laws of the United States of America.

10. **Lien for Recovery of Attorney's Fees**. In the event MDHA incurs legal fees or other expenses in enforcing these Restrictive Covenants, the BUYERS shall reimburse MDHA for all such fees and expenses within the (10) days of receipt of written demand therefore. All such fees and expenses not timely paid shall become a lien upon the Property.

11. **Definitions**. All terms not otherwise defined herein shall have the meaning ascribed to them in the HOME Program Requirements.

12. **Certification**. Each person executing this agreement on behalf of an entity personally certifies and warrants to all other parties that this transaction has been duly authorized and approved by such entity, that such person is authorized to sign on behalf of such entity, that no other signature is required to bind such entity, and that such entity shall be legally bound as set forth herein by such signature.

IN WITNESS WHEREOF, the BUYERS, have executed these Restrictive Covenants as of the date above written.

BUYER:

Addie Moreland

Addie Moreland

Jacqueline Moreland

Jacqueline Moreland

State of Tennessee)
County of Davidson)

On this 25th day of May, 2007 before me personally appeared Addie Moreland and Jacqueline Moreland, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person) free act and deed.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 3-20-2010

REBEKAH J. SIMS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A

Land in Davidson County, Tennessee, being part of Lot 334 on the Plan of McGavock D.T. Others Second Addition, called the Addition to Town of McGavock of record in Plat Book 21, Page 41, Register's Office for Davidson County, Tennessee.

Said part of Lot No. 334 fronts 40 feet on the northerly side of Underwood Street and runs back 128 feet, more or less, on the easterly line and 115 feet on the westerly line with the easterly margin of any alley, to the southerly line of Lot No. 334, measuring 40 feet thereon.