Davidson County DEEDWARR
Recvd: 07/09/07 14:53 7 pgs
Fees:38.00 Taxes:480.63
20070709-0081761

This instrument prepared by
and after recording return to:

Bicentennial Title & Escrow
2280 Metrocenter Blvd. Suite 300
Nashville, Tennessee 37228

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Andrew L. Stephens, III 234 Treutland Road Nashville, Tennessee 37207	082-11-0-060.00	Franklin American Mortgage 901 Corporate Centre Drive Suite 400 Franklin, Tennessee 37067

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Metropolitan Development and Housing Agency** ("**MDHA**"), a public body corporate and politic, organized and existing under the laws of the State of Tennessee, having its principal office at 701 South Sixth Street, Nashville, Tennessee 37026, as the fee owner of the Land (as defined below) and **Gregory Pollard** ("**Pollard**"), an individual, having his principal office at 7224 Santeelah Way, Antioch, Tennessee 37013, as the owner of the improvements situated on the Land (the "**Improvements**")(MDHA and Pollard are collectively referred to as "**Grantor**"), have this day bargained and sold, and do hereby transfer and convey, unto **Andrew L. Stephens, III** (hereinafter referred to as "**Grantee**") the following described real property, to wit:

> ALL THAT TRACT OR PARCEL of land lying and being in Davidson County, Tennessee, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (the "**Land**"); TOGETHER WITH the Improvements and appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land (the Land, the Improvements and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "**Property**").

The terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits.

TO HAVE AND TO HOLD said Property, with the appurtenance, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

MDHA covenants that it is lawfully seized and possessed of the Land in fee simple, has a good right to convey it, and that the same is unencumbered except for matters of record.

Pollard covenants that it is lawfully seized and possessed of the Improvements in fee simple, has a good right to convey it, and that the same is unencumbered except for matters of record.

MDHA and Pollard covenant and bind themselves, and their successors and assigns, to warrant and forever defend the title to the Land and Improvements respectively to said Grantee against the lawful claims of all persons claiming by, through or under them.

Grantee covenants and agrees that Grantee will use the Property only for its principal residence and that Grantee will not rent, lease or otherwise grant any right of possession of the Property to any other person. This covenant may be enforced by MDHA through the exercise of injunctive relief and pursuit of all other remedies available under applicable law to insure that Grantee at all times complies with the requirements relating to down payment assistance made available by MDHA to Grantee, including, but not limited to, the regulations set forth in 24 CFR § 906.15(b). The rights of MDHA under this paragraph are in addition to, and do not modify or affect, the right of the beneficiary under the Deed of Trust securing such down payment assistance to accelerate such indebtedness and foreclose on the Property upon violation of Grantee's covenant in said Deed of Trust that the Property shall be used as Grantee's primary residence and shall not be rented or leased.

By execution of this Warranty Deed, Grantor hereby terminates and releases the Declaration of Restrictions between MDHA and Pollard, dated December 28, 2005, and recorded in Instrument 20060113-0005692, Register's Office for Davidson County, Tennessee (the "**Declaration**") solely as to the Property, however the Declaration shall remain in full force and effect as to all remaining property described in the Declaration but not previously released of record.

IN WITNESS WHEREOF, the parties hereto have caused this Warranty Deed to be executed this 27th day of June 2007 for proper recording in the public records.

GRANTORS:

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: _____

Its: Executive Director

GREGORY POLLARD

_____

GRANTEE:

ANDREW L. STEPHENS, III

_____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, V. Jean Merkle, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Phil Ryan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Executive Director of METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, a public body and a body corporate and politic organized under the Tennessee Housing Authorities Law, T.C.A. §§ 13-20-101, et seq., the within named bargainor, and that he as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of METROPOLITAN DEVELOPMENT AND HOUSING AGENCY by himself as such.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 27th day of June 2007.

V. Jean Merkle
Notary Public

V. JEAN MERKLE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires SEPT. 19, 2009

My Commission Expires:
9-19-2009

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Andre Johnson, the undersigned, a Notary Public in and for said County and State, the within named GREGORY POLLARD, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 27th day of June 2007.

Notary Public

My Commission Expires:

ANDRE JOHNSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN My Commission Exp. March 21, 2009

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The affiant swears or affirms that the actual considerations or value whichever is greater, for this transfer is $129,900.00.

Subscribed and sworn to before me this 27th day of June 2007.

Affiant: _____

_____
Notary Public

My Commission expires: _____



EXHIBIT A

Land in Davidson County, Tennessee, being Lot(s) No. 50 and the easterly 17 feet of Lot No. 51, as shown on the map entitled Plan of Bryan's Addition to Edgefield, now East Nashville, of record Book 21, page 63, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Said Lot No. 50 and the easterly part of Lot No. 51 front together 67 feet on the southerly side of Treutland Street or Avenue and run back between parallel lines 165 feet to an alley.

Being the same property conveyed to METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, by deed from EAST NASHVILLE HOUSING, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, of record Instrument No. 20031015-0153082, dated October 15, 2003, said Register's Office.

I, LaDarrell T. Collier do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Tiffany R. Addison, a notary public for this county and state, (name of person making certification) who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

MY COMMISSION EXPIRES: March 21, 2009

Notary's Seal (If on paper)

TIFFANY R. ADDISON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN
My Commission Exp. March 21, 2009