WARRANTY DEED 11825

Davidson County DEEDWARR
Recvd: 06/20/08 13:44 3 pgs
Fees:18.00 Taxes:580.53

20080620-0063744

STATE OF **TENNESSEE**
COUNTY OF WILSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS **$156,900.00**

Connie Green
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE **11TH DAY OF JUNE, 2008.**

Dustin C. Duncan
Notary Public

MY COMMISSION EXPIRES: 6-30-10
(AFFIX SEAL)

DUSTIN C. DUNCAN NOTARY PUBLIC STATE OF TENNESSEE

THIS INSTRUMENT WAS PREPARED BY
Guaranty Title and Escrow Co., 721 President Place, #100, Smyrna, TN 37167

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Lisa S. Phillips	First Community Mtg.Inc.	**150-14-0-D-051.00 CO**
(NAME)	(NAME)	
4629 Buckpasser Avenue	1610 S. Circle St., Ste. A	
(ADDRESS)	(ADDRESS)	
Antioch, TN 37013	Murfreesboro, TN 37130	
(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, **Thomas E. Ford**, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Lisa S. Phillips, unmarried**, 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. 135 on the Plan of Keeneland Downs, Phase One of record in Instrument No. 20070612-0070162, Register's Office for said County, to which reference is made for a more complete description.

Being part of the same property conveyed to Thomas E. Ford by deed of record in Instrument 20070702-0078615, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all existing plat notes, conditions, restrictions and easements of record.

See attached Exhibit "A" for additional restrictions.

unimproved ☐

This is improved ☒ property, known as **4629 Buckpasser Avenue, Antioch, TN 37013**

(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/our hand(s)** this **11th day of June, 2008**.

Thomas E. Ford

State of Tennessee County of Rutherford

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named Thomas E. Ford the bargainor(s), with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Smyrna, Tennessee, this 11th day of June, 2008.

Commission expires:7/16/2011

Notary Public

LORI HOLLOWAY
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

Return To:
Executive Title,LLC
4470 Old Lebanon Dirt Road
Mt. Juliet, TN 37122

EXHIBIT A.

Federal Home Loan Bank of Cincinnati
Retention Language for projects
that receive Welcome Home funds.

The language below should be inserted into the Warranty Deed or as a Restrictive Covenant to the Warranty Deed. If it is attached to the Warranty Deed as an addendum or attachment, the Warranty Deed must reference the addendum or attachment.

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, refinancing, or change in ownership of the unit occurring prior to the end of the Retention Period.

(ii) In the case of a sale or refinancing prior to the end of the Retention Period, an amount equal to a pro rata share of the AHP 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 or refinancing of the unit; unless:

(A) The unit was assisted with a permanent mortgage loan funded by an AHP advance;

(B) The purchaser is a very low- or low- or moderate-income household as defined in the applicable Federal Housing Finance Board regulations for the AHP (in which case the retention period ends with the conveyance to such purchaser); or

(C) Following a refinancing, 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), and (iii) contained herein.

(iii) The obligation to repay Subsidy to the Bank shall terminate after any foreclosure.
