#146665 37194

WARRANTY DEED

Davidson County DEEDWARR
Recvd: 08/03/09 15:30 3 pgs
Fees:18.00 Taxes:456.95
20090803-0072605

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS **$123,500.00**

Barbara A. Burnam
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29TH DAY OF JULY, 2009.

Notary Public

MY COMMISSION EXPIRES: 6/18/12
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Robert L. Scruggs, Attorney, 2525 21st Avenue South, 2nd Floor, Nashville, TN 37212

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Barbara A. Burnam	Pinnacle National Bank	**Map 163-4-A**
(NAME) **3001 Hamilton Church Road Unit 118**	(NAME) 211 Commerce Street, Ste 300	**Parcel 118.00 CO**
(ADDRESS) **Antioch, TN 37013**	(ADDRESS) Nashville, TN 37201	
(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, **MARK S. BLACKWELDER** HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **BARBARA A. BURNAM**, 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 Unit 111, Hamilton Crossing Townhomes, Phase 2, as described in Instrument No. 20040212-0016945, as amended in Instrument No. 20050701-0075731, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Mark S. Blackwelder by deed from U.S. Bank National Association, as Trustee, of record in Instrument no. 20080501-0044359, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all conditions, easements; and all other matters of record in the Register's Office for Davidson County, Tennessee, including but not limited to: (a) 2009 real property taxes have been prorated and assumed by the grantee(s); (b) Restrictive covenants contained in Instrument No.20040212-0016945, as amended in Instrument No. 20050310-0026734, and amended in Instrument No. 20060206-0014793, Instrument No. 20050701-0075731 and Instrument No. 20040226-0022076, said Register's Office.

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) fro 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, foreclosure, 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 SHP 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 Agency 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 termite after any foreclosure

unimproved ☐

This is improved ☒ property, known as **3001 Hamilton Church Road Unit 118, 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 hand this 29th day of July, 2009.

Mark S. Blackwelder

ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, of said County, **Mark S. Blackwelder**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 29th day of July, 2009.

Commission expires:

ROBERT L. SCRUGGS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 6, 2013

Notary Public

I, Philip Ellis, 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 Rutherford

Personally appeared before me, Lori Holloway, a notary public for this county and state, Philip Ellis 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: 7-11-2011

Notary's Seal (If on paper)

LORI HOLLOWAY
STATE OF TENNESSEE
NOTARY PUBLIC
RUTHERFORD COUNTY