File No. 290700279

WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF WILSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $124,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19TH DAY OF AUGUST, 2009.

Notary Public

MY COMMISSION EXPIRES: 1/23/2011

(AFFIX SEAL)

TAMMY DUNCAN STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

BILL GARRETT, Davidson County
Trans:T20090058055 DEEDWARR
Recvd: 08/25/09 10:02 2 pgs
Fees:13.00 Taxes:458.80
20090825-0079841

THIS INSTRUMENT WAS PREPARED BY
David W. Kious, Attorney
Southern Title Services
1535 W. Northfield Blvd., Suite 16
Murfreesboro, TN 37129

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David B. Lyke	Fifth Third Mortgage Company	15002022300
(NAME) 721 Bluewater Drive	(NAME) 5001 Kingsley Drive	
(ADDRESS) Nashville, TN 37217	(ADDRESS) Cincinnati, OH. 45227	
(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, Johnny D. Smith and Joanne D. Smith, hereinafter called the grantors(s), have bargained and sold, and by these presents do transfer and convey unto David B. Lyke and Nancy DeLa Rosa Lyke, hereinafter called the grantee(s), 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 all of Lot No. 181 on the Revised Plan of Section Two, Harbor Gate, of record in Plat Book 6250, Page 33, Register's Office for Davidson County, Tennessee, reference to which is hereby made for a more complete description.

Being the same property conveyed to Johnny D. Smith and wife, Joanne D. Smith, by deed from Secretary of Veterans Affairs of record in Instrument 20010622-0066372, dated June 21, 2001 and filed for record on June 22, 2001, Register's Office for Davidson County, Tennessee.

All matters as set forth per Plat Book 6250, Page 33, said Register's Office.
Restrictions of record in Book 6366, Page 494;Sanitary Sewer and Storm Drainage Easement of record in Book 5300, Page 909;Sanitary Sewer and Storm Drainage Easement of record in Book 5904, Page 79;Gasline Easement of record in Book 2875, Page 299, 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) from the date of the recording of this deed.
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.
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:
The unit was assisted with a permanent mortgage loan funded by an AHP advance;
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
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.

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 721 Bluewater Drive, Nashville, TN 37217
(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), Their 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), 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 hands this 19th day of August, 2009.

By Ben 2nd AIF

Johnny D. Smith By: Ben Forkum, His Attorney in Fact

Joanne D. Smith By: Ben Forkum, Her Attorney in Fact

By Ben Forkum AIF

STATE OF TENNESSEE

COUNTY OF WILSON

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesajd, Ben Forkum, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is/are, pursuant to Power of Attorney of record in Instrument No. 20090825-0079839 Registers Office for Davidson County, TN, the **Attorney-in-Fact** of Johnny D. Smith (herein called the "**Maker**"), or a constituent of the **Maker** and is authorized by the **Maker** or by its constituent, the constituent being authorized by the **Maker**, to execute this instrument as the free act and deed of the **Maker** on this 8/19/2009.

My Commission Expires:. 1/23/2011

TAMMY DUNCAN STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

Tammy Duncan, Notary Public.

STATE OF Tennessee
COUNTY OF Wilson

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, Ben Forkum, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is/are, pursuant to Power of Attorney of record in Instrument No. 20090825-0079840 Registers Office for Davidson, the **Attorney-in-Fact** of Joanne D. Smith (herein called the "**Maker**"), or a constituent of the **Maker** and is authorized by the **Maker** or by its constituent, the constituent being authorized by the **Maker**, to execute this instrument as the free act and deed of the **Maker** on this 8/19/2009.

My Commission Expires:. 1/23/2011

Tammy Duncan, Notary Public.

TAMMY DUNCAN STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

File Number: 290700279

RETURN TO:
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