BILL GARRETT, Davidson County
Trans:T20090060894 DEEDWARR
Recvd: 09/03/09 14:53 4 pgs
Fees:23.00 Taxes:392.20
20090903-0083273

Return:
REALTY TITLE & ESCROW CO. INC.
5111 Maryland Way, Suite 101
Brentwood, TN 37027

NEW PROPERTY OWNER IS
AND SEND TAX BILLS TO:

CASSIDY N. LEMING
1752 Lincoya Bay Dr
Nashville, TN 37214

MAP/PARCEL 109-05-0-0058.00C/O

THIS INSTRUMENT PREPARED BY:
KELLY & SMITH
121/125 PUBLIC SQUARE
GALLATIN, TENNESSEE 37066

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **ONE HUNDRED SIX THOUSAND AND NO/100 ($106,000.00) DOLLARS**, cash in hand paid, the receipt of all of which is hereby acknowledged, **I, DYLAN G. DeSOUZA, an unmarried man**, have this day bargained and sold and by these presents do hereby transfer and convey unto **CASSIDY N. LEMING, an unmarried woman**, her heirs and assigns, a lot or parcel of land, as follows:

SITUATED in Davidson County, Tennessee, being Unit No. 1752 in THE COTTAGES AT WILLIAMS BEND, a Private Element Horizontal Property Regime, located on Lincoya Bay Drive, Nashville, Davidson County Tennessee and described in a Declaration of Covenants, Conditions and Restrictions and By-Laws for the Cottages at Williams Bend, a Horizontal Property Regime with Private Elements of record in Instrument No. 20040628-0076712 and Supplementary Declarations of record in Instrument No. 20041028-0129585, Register's Office of Davidson County, Tennessee to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the units, property, co-owners and tenants of The Cottages of Williams Bend, a Private Element Horizontal Property Regime, contained in the said Declarations appearing in Instrument No. 20041028-0129585 said Register's Office are incorporated in this Deed by reference and made a part hereof the same as though copied herein.

BEING the same property conveyed to Dylan G. DeSouza by deed from 70 South Associates LLC a Tennessee Limited Liability Company, dated September 27, 2005, and of record as Instrument No. 20050930-0117468, Register's Office of Davidson County, Tennessee.

SUBJECT to Restrictions and By-Laws of record as Instrument Numbers 20021204-01499456, 20040628-0076712, 20031028-0129585 and 20050923-0114373, and attached Exhibit "A", Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the above described lot or parcel of land, together with all the improvements thereon and the appurtenances thereunto belonging, unto the said **GRANTEE**, her heirs and assigns, in fee simple forever.

I COVENANT with the said GRANTEE that I am lawfully seized and possessed of the above-described lot or parcel of land, that I have a good right to convey same, and that the same is unencumbered, EXCEPT for 2009 real estate taxes which are to be pro-rated and assumed by GRANTEE, applicable zoning and building regulations and permits and all visible easements and Restrictions referred to herein above.

I FURTHER COVENANT with the said GRANTEE and bind myself, my heirs and legal representatives, to warrant and forever defend the title to said tracts or parcels of land, unto the said **GRANTEE**, her heirs and assigns, against all lawful claims of all persons whomsoever; EXCEPT as hereinabove set forth.

WITNESS my hand this the 26 day of August, 2009.

Dylan D. DeSouza by Gwen Cox Dixon Atty-in-Fact

DYLAN G. DeSOUZA by GWEN COX DIXON, Atty-in-Fact by virtue of Power of Attorney of record as Instrument Number 20090811-0075557, RODCT.

STATE OF TENNESSEE

COUNTY OF SUMNER

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and State, the within named GWEN COX DIXON to me known to be the person who executed the foregoing instrument on behalf of DYLAN G. DeSOUZA and acknowledged that she executed the same as the free act and deed of the said DYLAN G. DeSOUZA.

WITNESS my hand and official seal at office, this the 26th day of August, 2009.

Danita Lane

NOTARY PUBLIC

MY COMMISSION EXPIRES:

DANITA LANE
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

My Comm. Exp. 3-19-2012

OATH

STATE OF TENNESSEE

COUNTY OF Williamson

I, or We, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is **$106,000.00** which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

AFFIANT

SUBSCRIBED and sworn to before me, this the 27 day of August, 2009.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-22-2010

BONNIE J. CURRY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

EXHIBIT "A"

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.