**Send Tax Statements To:**
New Owner

**Name and Address of New Owner:**

Tiffany Ann Summers
1834 Shaylin Loop
Antioch, TN 37013

This Instrument Prepared By:
JOHN G. MITCHELL, III
Attorney at Law
279 Robert Rose Drive, Suite B
Murfreesboro, TN 37129

From Information Furnished By
The Parties

**Map and Parcel**:
173-05-0A-034.00CO

**STATE OF TENNESSEE** )
)
**COUNTY OF DAVIDSON** )

**WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **OLE SOUTH PROPERTIES, INC., a Tennessee Corporation,** has this day bargained and sold and does hereby transfer and convey unto **TIFFANY ANN SUMMERS, an unmarried woman,** her heirs and assigns, forever, that certain parcel of real estate located in Davidson County, State of Tennessee, within the corporate limits of the City of Antioch, and being described as follows, to-wit:

BEING all of Lot No. 34 (Thirty Four) on the Plan of Barnes Crossing, Phase I, A Planned Unit Development, according to plat and survey as shown on Exhibit A of said Master Deed of record in Instrument Number 20050721-0084791, and re-recorded in Instrument Number 20050805-0092480, and Amended of record in Instrument Number 20051114-0136938, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.

BEING a portion of the same property conveyed to Ole South Properties, Inc., a Tennessee Corporation, by deed from Barnes Crossing, LLC, a Tennessee Limited Liability Company, dated June 4, 2009, appearing of record in Instrument Number 20090612-0054938; Further Sources of Title of record in Instrument Number 20090707-0063519, of the Register's Office of Davidson County, Tennessee.

THIS conveyance is made subject to Master Deed and By-Laws of record in Instrument Number 20050721-0084791, in Instrument Number 20050805-0092480, and in Instrument Number 20051114-0136938; Easement to Metro of record in Instrument Number 20050721-0084791, and of record in Instrument Number 20050811-0095171; Charter of Home Owners Association included in Master Deed as Exhibit B; Planned Unit Development Boundary of record in Instrument Number 20050128-0010427; and to any and all matters as shown on Master Deed of record in Instrument Number 20050721-0084791, as re-recorded in Instrument Number 20050805-0092480, and as Amended of record in Instrument Number 20051114-0136938; all of 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 propert

TRI STAR TITLE
279 ROBERT R(
MURFREESB(

BILL GARRETT, Davidson County
Trans:T20090060911 DEEDWARR
Recvd: 09/03/09 15:13 3 pgs
Fees:18.00 Taxes:452.20
20090903-0083296

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, 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 AHP Subsidy that finance 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 terminate after any foreclosure.

THIS conveyance is subject to any and all existing easements and restrictions of record.

TO HAVE AND TO HOLD said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said **TIFFANY ANN SUMMERS, an unmarried woman,** her heirs and assigns, forever.

The undersigned covenants with the said Grantee that it is lawfully seized and possessed of said parcel of real estate, and that it has a good right to convey the same and that it is un-encumbered, except for the lien of the 2009 real property taxes which have been prorated between the parties and are assumed by the Grantee.

The undersigned further covenants and binds itself, its successors and assigns to forever warrant and defend the title to said real estate to the Grantee, his heirs and assigns, against the lawful claims of all persons, whomsoever.

This property is subject to and includes any and all lawful easements, setback lines, restrictions, etc. of record and applying to the within described property and to the zoning regulations of the appropriate governmental body.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 28 day of August, 2009.

**OLE SOUTH PROPERTIES, INC.,**
**A Tennessee Corporation**

**BY:** _____
**Roger Case, Vice President**

**STATE OF TENNESSEE** )
)
**COUNTY OF DAVIDSON** )

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named **Roger Case**, 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 **Vice President** of **OLE SOUTH PROPERTIES, INC., a Tennessee Corporation**, the bargainor, and that he as such **Vice President**, executed the foregoing instrument (WARRANTY DEED) for the purposes therein contained, by signing the name of the corporation by himself as its **Vice President**.

WITNESS MY HAND AND OFFICIAL SEAL in Antioch, Tennessee, this the 28 day of August, 2009.

_____
NOTARY PUBLIC
My Commission Expires: 12.27.09

SALLIE ALLEN
STATE OF TENNESSEE

NOTARY PUBLIC
RUTHERFORD COUNTY

**A F F I D A V I T**

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $122,215.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
AFFIANT

SWORN to and subscribed before me,
this the 28 day of August, 2009.

_____
NOTARY PUBLIC
My Commission Expires: 12.27.09

SALLIE ALLEN
STATE OF TENNESSEE

NOTARY PUBLIC
RUTHERFORD COUNTY