BILL GARRETT, Davidson County
Trans: T20090061062 DEEDWARR
Recvd: 09/04/09 10:58 2 pgs
Fees: 13.00 Taxes: 477.30
20090904-0083450

WARRANTY DEED

Record & Return To
Foundation Title
30 Burton Hills Blvd
Ste 175
Nashville TN 37215

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $129,000.00

Terra Marie Kendrick
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS 31ST DAY OF AUGUST, 2009.

Kelly Ann Callaghan
Notary Public

MY COMMISSION EXPIRES: 7/31/12
(AFFIX SEAL)

KELLY ANN CALLAGHAN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

THIS INSTRUMENT WAS PREPARED BY
Foundation Title & Escrow, LLC, 100 Bluegrass Commons Boulevard, Suite 2110, Hendersonville, TN 37075

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Terra Marie Kendrick	Pinnacle National Bank	09107000500
(NAME)	(NAME)	
5306 Pennsylvania Avenue	211 Commerce Street Suite 300	
(ADDRESS)	(ADDRESS)	
Nashville, TN 37209	Nashville, TN, 37201	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in 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, I/WE, **Ian A. Minchey, unmarried**, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **Terra Marie Kendrick, 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:

LOCATED IN DAVIDSON COUNTY, TENNESSEE:

BEING Lot 1213 and 1215, BLOCK 39, PLAN 2, WEST NASHVILLE, as shown on plat of record in Plat Book 57, Page 172, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Ian A. Minchey by Warranty Deed from Thomas Savley and spouse, Donna Finch Savley, recorded August 31, 2007 in Instrument No. 20070831-0105177, in the Register's Office, Davidson County, Tennessee.

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 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.

This conveyance is subject to (a) all restrictions of record; (b) all easements of record; (c) all visible easements; (d) all matters appearing on the plan(s) of record; and (e) all matters referenced in the master deed and by-laws; and (f) all applicable government and zoning regulations.

unimproved ☐
This is improved ☒ property, known as 5306 Pennsylvania Avenue, Nashville, TN 37209

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, has 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 our hands this 31st day of August, 2009.

Ian A. Minchey

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, **Ian A. Minchey**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledge that she he/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal, this 31st day of August, 2009.

Notary Public

My commission expires: 7/3/12

KELLY ANN CALLAGHAN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON