BILL GARRETT, Davidson County
Trans: T2:0090061716 DEEDWARR
Recvd: 09/09/09 09:03 2 pgs
Fees: 13 00 Taxes: 407.00
20090909-0084305

State of Tennessee
County of Williamson

The actual consideration or value whichever is greater is $110,000.00

Subscribed and sworn before me this the 17th day of August, 2009.

(Affix Seal) Tabitha N. Calhoun STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Affiant

Notary Public

WARRANTY DEED

900854

This instrument prepared by:

SOUTHEAST TITLE of Tennessee, Inc.
214 Centerview Drive, Suite 101 Brentwood, Tennessee 37027

Address of new owner:
Emily Marshall Sherman
1900 Richard Jones Road, Apt B203
Nashville, TN 37215

Send tax bills to:
Pinnacle National Bank
211 Commerce Street, Ste. 300
Nashville, TN 37201

Map 117-15-A, Parcel 71CO

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 CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

Elizabeth Johnson

HEREINAFTER CALLED THE GRANTOR(S), HAVE THIS DAY BARGAINED AND SOLD, AND BY THESE PRESENTS DO HEREBY TRANSFER AND CONVEY UNTO

Emily Marshall Sherman, unmarried

HEREINAFTER CALLED THE GRANTEE(S), THEIR SUCCESSORS AND ASSIGNS, A CERTAIN PARCEL OF LAND, TOGETHER WITH ALL TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO LOCATED IN Davidson COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A Certain Condominium Apartment in Davidson County, Tennessee, being Unit No. B-203 on the Plan of Green Hills Terrace Condminium Apartments, of record in Book 5200, Page 64, Register's Office for said County, to which plan reference is hereby made for a more complete description thereof.

Being all of the same property conveyed to Elizabeth Johnson by deed dated 6/16/03 from Clyde A. Hedrick and wife, Lynda R. Hedrick and Heather A. Hedrick, unmarried of record in Instrument No. 20030619-0084794, Register's Office for Davidson county, Tennessee.

Subject to taxes for the year 2009, easements and restrictive covenants, if any, of record in the Register's Office for said County together with any modifications and amendments thereto.

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, 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 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 terminate after any foreclosure.

THIS IS IMPROVED PROPERTY KNOWN AS: 1900 Richard Jones Road, Apt B203, Nashville, TN, 37215

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenance, estate, title and interest thereto belonging to the said GRANTEES, their successors, heirs or assigns, forever; and we do covenant with the said Grantees that we are lawfully seized and possessed of said land in fee simple,

have good right to convey it, and the same is unemcumbered, 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 successors, heirs and assigns against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural and singular, and use of any gender shall be applicable to all genders.

Subscribed and sworn before me this the 17th day of August, 2009.

Elizabeth Johnson

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County, and State, the within named Elizabeth Johnson , , the bargainor(s), with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 17th day of August, 2009.

My commission expires:_____

Notary Public

ROBBIN YOUNT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires November 22, 2010

*After Recording
Return To:
Advantage Title & Escrow
2000 Mallory Lane, Suite 130, Box 523
Franklin, TN 37067