BILL GARRETT, Davidson County
Trans:T20100002729 DEEDWARR
Recvd: 01/14/10 11:10 3 pgs
Fees:18.00 Taxes:312.84
20100114-0003503

CASH DEED FOR TENNESSEE

FHA Case No. 483-355643

This instrument was prepared by the **Department of Housing and Urban Development**
Return to: Fearnley & Califf - Nashville
565 Marriott Drive - Ste 850
Nashville, TN 37214

This Indenture, made and entered into this **12th day of January, 2010**, by and between Shaun Donovan, The Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and **John B. Greer and Kelly N. Greer** , Married their heirs and assigns, party(ies) of the second part,

Witnesseth: That for and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party(ies) of the second part, the following described real estate situate, lying and being in the **County Davidson**, State of Tennessee, to wit:

See Attached Exhibit A:

Property Address: 2628 Glenrose Avenue
Nashville, TN 37210

Owner's Name: **John B. Greer**
Kelly N. Greer
Owner's Address: 2811 Druid Drive

Nashville, TN 37210

Mail Tax Bill to: Owner at Property Address

Parcel No.: 11907011003

THIS DEED IS NOT TO BE IN EFFECT UNTIL: January 12, 2010

Being the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (42 U.S.C. 3531), by deed dated **April 15, 2009**, and recorded at **Instrument No. 20090717-0067081** in the Register's Office of **Davidson County**, Tennessee.

To Have and to Hold the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party(ies) of the second part, their heirs and assigns in fee simple forever.

Said Conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above described property; also **Subject** to any state of facts which an accurate survey of said property would show.

And the Said party of the first part does hereby covenant with the said party(ies) of the second part that he is lawfully seized in fee of the aforedescribed real estate; that he/she has a good right to sell and convey the same; that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons, claiming same, by, through or under him but no further or otherwise.

In Witness Whereof the undersigned has set his/her hand and seal as a principal and/or officer of Pyramid Real Estate Services, LLC, Management and Marketing contractor of the U. S. Department of Housing and Urban Development, for and on behalf of the Secretary of Housing and Urban Development, under the redelegation of authority published at 70 Fed. Reg. 43, 171 (July 26, 2005).

Signed, sealed and delivered in the presence of:

The Secretary of Housing and Urban Development of Washington, D.C., and/or his/her successors and/or assigns

By: _____
Authorized Signatory
Nashville, Tennessee

State of Tennessee
County of Davidson

On the 8th day of JAN, 2010, before me the undersigned Notary Public of the State and County aforesaid, appeared KENTON SALES with whom I am personally acquainted, or proved to me to be on the basis of satisfactory proof, and who, upon oath , acknowledged himself/herself to be a authorized signatory of Pyramid Real Estate Services, LLC said company being an authorized signatory for the Secretary of Housing and Urban Development, the within named bargainor, and that he/she as such authorized signatory being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as an authorized signatory.

My Commission Expires: 11-7-12

_____
Notary Public

WILLIAM D. JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

I, or we, hereby swear or affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$84,550.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Affiant

Subscribed and sworn to before me this 12th day of January, 2010.

My Commission Expires:

_____
(Seal)
Notary Public

A. R. TURNER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 8, 2012

EXHIBIT A

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

LOT NO. 1 IN A SUBDIVISION KNOWN AND DESIGNATED AS SIDLER HEIGHTS LOCATED IN THE SIXTH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND RECORDED IN BOOK 4060, PAGE 98, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 1 FRONTS 125.00 FEET ON THE NORTHERLY MARGIN OF GLENROSE AVENUE AND EXTENDS BACK BETWEEN PARALLEL LINES 283.00 FEET ON THE EAST AND 254.89 FEET ON THE WEST TO A BROKEN DEADLINE ON WHICH IT MEASURES A TOTAL OF 128.11 FEET AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY MARGIN OF GLENROSE AVENUE WHICH IS 125.81 FEET FROM THE INTERSECTION OF THE CENTERLINE OF BLACKSTONE PLACE AS PROJECTED ACROSS GLENROSE AVENUE AND THE NORTHERLY MARGIN OF GLENROSE AVENUE, THENCE NORTH 15 DEG. 48' EAST 283.00 FEET TO AN IRON PIN; THENCE NORTH 88 DEG. 55' WEST 105.00 FEET TO AN IRON PIN; THENCE IN A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2,965.00 FEET FOR A DISTANCE OF 23.11 FEET TO AN IRON PIN; THENCE SOUTH 15 DEG. 48' WEST 254.89 FEET TO AN IRON PIN IN THE NORTHERLY MARGIN OF GLENROSE AVENUE; THENCE ALONG THE NORTHERLY MARGIN OF GLENROSE AVENUE 125.00 FEET TO THE POINT OF BEGINNING, AS SHOWN ON SAID RECORDED PLAT.

BEING THE SAME PROPERTY CONVEYED TO THE GRANTORS BY DEED OF EVEN DATE OF RECORD IN INSTRUMENT 20050511-0053149, SAID REGISTER'S OFFICE.