WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS ~~$157,900.00~~

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30TH DAY OF APRIL, 2010.

Notary Public

MY COMMISSION EXPIRES: 01/07/2013

(AFFIX SEAL)

AMY ADAMS GOWAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. Commission Expires NOV. 22, 2010

DANA DELWORTH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

BILL GARRETT, Davidson County
Trans: T20100027569 DEEDWARR
Recvd: 05/07/10 14:39 2 pgs
Fees: 13.00 Taxes: 584.23
20100507-0035182

THIS INSTRUMENT WAS PREPARED BY
Premier Escrow, LLC, 4301 Hillsboro Road, Suite 300, Nashville, TN 37215

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mary Katherine Wieck	Pinnacle National Bank	
(NAME)	(NAME)	
2310 Elliott Avenue, #108	211 Commerce St. #300	105-14C-108
(ADDRESS)	(ADDRESS)	
Nashville, TN 37204	Nashville TN 37201	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND 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, WE, **CALEB HEMMER AND WIFE, LORI HEMMER**, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **MARY KATHERINE WIECK, UNMARRIED WOMAN,** 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:

Being a certain Condominium Apartment in Davidson County, Tennessee, being Unit No. 108 as specified on the Plat shown in the Master Deed, on the Plan of The Park at Melrose Condominiums, a Horizontal Property Regime, created under Title 66, Section 27- 101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed for The Park at Melrose Condominiums, of record under Instrument No. 20070917-0110745, Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto, said Register's Office, together with the undivided percentage interest in the Common Elements appurtenant to said Unit, as set forth in said Master Deed. Reference is hereby made to the plan of The Park at Melrose Condominiums, for placement of Units, as shown on Exhibit "E" to the Master Deed of record under Instrument No. 20070917-0110745, said Register's Office, for a more complete identification and description of such Unit.

Being the same property conveyed to Caleb Hemmer by deed from Hillview Village Partnership, a Tennessee general partnership, of record as Instrument No. 20080312-0024910, Register's Office for Davidson County, Tennessee.

This conveyance is subject to (a) 2010 taxes, a lien not yet due and payable, which have been prorated and assumed by Grantees. By acceptance of delivery of this instrument, Grantees assume and agree to pay such taxes as and when such become payable and to indemnify and hold harmless Grantors from liability and loss therefrom; (b) Master Deed establishing a Horizontal Property Regime of The Park at Melrose Condominiums, of record as Instrument No. 20070917-0110745, Register's Office of said County; and (c) Declaration of Covenants, Conditions and Restrictions of record as Instrument No. 20070525-0062832; Instrument No. 20070604-0065994 and Instrument No. 20070614-0071575, Register's Office of said County.

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, conveyance by deed in lieu of 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 AFIP (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 or conveyance by deed in lieu of foreclosure.

unimproved ☐

This is improved ☒ property, known as 2310 Elliott Avenue, #108, Nashville, TN 37204

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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, have 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 30th day of April, 2010.

Caleb Hemmer

Lori Hemmer

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Caleb Hemmer and Lori Hemmer, the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 30th day of April, 2010.

Amy Adams Gowan Notary Public

AMY ADAMS GOWAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 22, 2010