BILL GARRETT, Davidson County
Trans:T20100033555 DEEDWARRSP
Recvd: 06/03/10 09:37 3 pgs
Fees:18.00 Taxes:358.53
20100603-0042765

SPECIAL
WARRANTY DEED

THIS INDENTURE, made and entered into this 25th day of May, 2010 by and between **BANKUNITED ASSIGNEE OF THE FDIC AS RECEIVER FOR BANKUNITED, FSB**, party of the first part, and **Natalie N. Sherrill, unmarried**, party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid and other good and valuable considerations, the receipt of all 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 of the second part the following described real estate, situated and being in the County of **Davidson**, Tennessee:

Lot & Unit 69, Horizontal Property Regime Private Element Plot Nashboro Village, Tract 7,, as shown on plat of record in Plat Book 11700, Pages 49 & 50, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

This being the same property conveyed to Grantor herein by Substitute Trustee's Deed of record at Instrument No. 20100319-0020703, in the Register's Office of **Davidson** County, Tennessee.

**See Attached amendment "2010 Welcome Home Retention Language"

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtnances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs, successors and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said part of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for subdivision restrictions, building lines and easements and other matters of record including in Plat Book 4660, Page 156; Plat Book 4660, Page 158; Plat Book 6200, Page 341; Plat Book 11700, Pages 49 & 50; Declaration of Covenants & Restrictions of record in Book 4827, Page 14; Easements of record in Book 4868, Page 74; Book 4815, Page 425; Book 10110, Page 854; Book 4460, Pages 149-151; 20001012-0101575; Book 4815, Page 425; Book 8870, Page 887; Book 8870, Page 932; 20010322-0027768; Book 11703, Page 520; PUD Boundary Plat of record at Instrument No. 20020710-0083054; Memorandum of Lease of record in Book 10690, Page 327; Charter of record in Book 11703, Page 518; Conveyance of Common Area of record at Instrument No. 20001010-0100360; Judgment of Declaration of Taking of record in Book 4254, Page 410; Storm Water Detention Agreement of record at Instrument No. 20010314-0024179, in the Register's Office of **Davidson** County, Tennessee; year 2010 property taxes; and matters that would be revealed by a current survey;

and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons ***claiming by, through or under party of the first part, but not further or otherwise.***

Seller makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the property.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the said party of the first part the day and year first above written.

BANKUNITED ASSIGNEE OF THE FDIC AS RECEIVER FOR BANKUNITED, FSB

By: _____
Printed Name: **Aviva J. Bush, Vice President**
Title: Green River Capital LC as Attorney-in-Fact

STATE OF Utah
COUNTY OF Salt Lake

Before me, the undersigned Notary Public of the aforesaid County and State, personally appeared Aviva Bush, (or proved to me on the basis of satisfactory evidence), who acknowledged himself/herself to be the _____ of **BANKUNITED ASSIGNEE OF THE FDIC AS RECEIVER FOR BANKUNITED, FSB,** the within named bargainer, a corporation, and that he/she executed the foregoing instrument for the purposes therein contained as the free act and deed of **BANKUNITED ASSIGNEE OF THE FDIC AS RECEIVER FOR BANKUNITED, FSB.**

WITNESS my hand, at office, this 21 day of May, 2010.

_____
Notary Public

Commission Expiration: 6/3/2013

Notary Public
RHONDA K KITCHEN
Commission #579023
My Commission Expires
June 3, 2013
State of Utah

PREPARED BY & RETURN TO:
GRIFFIN, CLIFT, EVERTON & THORNTON, PLLC
6489 QUAIL HOLLOW, SUITE 100
MEMPHIS, TN 38120
C3086133

PROPERTY ADDRESS:
2022 Nashboro Blvd.
Nashville, TN 37217

PARCEL ID NUMBER: 135-12B-69.00

PROPERTY OWNER AND ADDRESS & MAIL TAX BILLS TO:
First Community Mortgage, Inc.
8155 Isabella Lane, Suite 11
Brentwood, TN 37027

State of Tennessee
County of Shelby

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is **$96,900.00** which amount is equal to or greater than the property transferred would command at a fair and voluntary sale.

_____
Affiant

Subscribed and sworn before me this 25th day of May, 2010.

_____
Notary Public

Commission expiration: 10/20/10

KRISTINA D. MACRE
STATE OF TENNESSEE
NOTARY PUBLIC
SHELBY COUNTY

This deed is prepared with information provided by First American Title Insurance Company
F:\USERS\CHRIS\Green River Docs\SWD.Bankunited Nashboro.Davidson.wpd

FEDERAL HOME LOAN BANK OF CINCINNATI

2010 Welcome Home Retention Language

The language below should be inserted into the Warranty Deed or as a Restrictive Covenant to the Warranty Deed. If it is attached to the Warranty Deed as an addendum or attachment, the Warranty Deed must reference the addendum or attachment.

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 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 or conveyance by deed in lieu of foreclosure.