BILL GARRETT, Davidson County
Trans:T20100036442 DEEDWARR
Recvd: 06/16/10 09:13 3 pgs
Fees:18.00 Taxes:495.80

20100616-0046615

THIS INSTRUMENT PREPARED BY:
Horizon Land Title, Inc.
1000 Pleasant Grove Place, Ste. 100
Mt. Juliet, TN 37122

ADDRESS NEW OWNER
Noah Hungerford
609 Kings Way Drive
Old Hickory, TN 37138

MORTGAGEE
Pinnacle National Bk
150 3rd Ave S
Ste 900
Nashville, TN 37201

SEND TAX BILLS
MORTGAGEE

MAP-PARCEL:
MAP 053-16-0
PARCEL 185.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN ($10.00) 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, **Charles Goostree and wife, Kellye Goostree,** hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto **Noah Hungerford and Jennifer Hungerford, Joint Tenants, Tenants in Common** 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 Lot No. 6 on the Final Subdivision Plat of King Court Subdivision, Section Three, as of record in Plat Book 7900, Page 958, as amended in Book 10159, Page 42, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Charles Goostree and Kellye Goostree by Successor Trustee's Deed from Everett L. Hixson, Jr., Successor Trustee, dated October 29, 2009, filed for record in Instrument No. 20091204-0111339, Register's Office for Davidson County, Tennessee.

This conveyance is subject to all restrictions and easements of record, or which a visual inspection of the property would reveal, including restrictive covenants of record in Book 9665, Page 540 as amended in Book 9708, Page 522; Certificate of Street Name Change of record in Book 9705, Page 872; easements, covenants conditions and all matters and notes as shown on the plan of record in Plat Book 7900, Page 958 as amended in Book 10159, Page 42, Register's Office for Davidson County, Tennessee.

This is the same description as in previous deed of record.

Property Taxes for the current year have been agreed to by the parties and will be paid for by the Grantees.

This is improved property known as **609 Kings Way Drive Old Hickory, TN 37138.**

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.

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 26th day of May, 2010.

Charles Goostree

Kellye Goostree

STATE OF Tennessee
COUNTY OF Wilson

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Charles Goostree and wife, Kellye Goostree, 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 26th day of May, 2010.

NOTARY PUBLIC

DEAN ROBINSON
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

My Commission Expires: 1.2.12

STATE OF Tennessee
COUNTY OF Wilson

The actual consideration or value, whichever is greater for this transfer is $134,000.00.

AFFIANT

Subscribed and sworn to before me this 26th day of May, 2010.

NOTARY PUBLIC

My Commission Expires: 5/8/2012

PATRICIA G. HODGES
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires 5/8/2012