CASH DEED FOR TENNESSEE

BILL GARRETT, Davidson County
Trans:T20110014632 DEEDWARR
Recvd: 03/11/11 09:27 2 pgs
Fees:13.00 Taxes:166.50
20110311-0019402

FHA Case No. 483-306336

Prepared by & Return to: Fearnley & Califf, PLLC - Nashville
565 Marriott Drive - Ste 850
Nashville, TN 37214

This Indenture, made and entered into this **3rd day of March, 2011**, by and between Shaun Donovan, The Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and **Vera Windsor** , Unmarried her 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:

Described property located in Davidson County, Tennessee, to wit:

Part of Lot Number 19 on the Map of Branford Realty Company's Alta Loma Subdivision, as of record in Book 421, Page 44, Register's Office for Davidson County, Tennessee, described as follows:

BEGINNING on the southerly margin of Alta Loma Drive at its intersection with the easterly margin of the right of way of the L & N RR; thence with said right of way, southerly 229 1/2 feet; thence eastwardly 50 feet; thence northwardly 228 1/2 feet to the southerly margin of Alta Loma Drive; thence with said Drive, westwardly 55 feet to the beginning.

INCLUDED in the above description, but expressly EXCLUDED from this conveyance is the following described parcel of property conveyed to Metropolitan Government of Nashville and Davidson County by final decree of record in Book 5758, Page 659, said Register's Office.

RIGHT OF WAY:

Part of Lot Number 19 on the Map of Branford Realty Company's Alta Loma Subdivision, as of record in Book 421, page 44, Register's Office for said County, described as follows:

BEGINNING at a point which is the intersection of the south margin of Alta Loma Road with the East margin of the Louisville and Nashville Railroad property; thence with said South margin, South 77 degrees 54 minutes East 55 feet to a point; thence South 1 degree 30 minutes West 1.9 feet to a point; thence in a westerly direction with a curve to the left having a radius of 3799.71 feet, 15 feet to a point; thence South 10 degrees 06 minutes West 15 feet to a point hence North 89 degrees 54 minutes West 5 feet to a point; thence in a westerly direction, with a curve to the left having a radius of 3794.71 feet, 23 feet to the East margin of the L & N Railroad; thence with said East margin, North 00 degrees 17 minutes East 9 feet to the point of beginning.

Property Address: 214 Alta Loma Rd
Madison, TN 37115

Owner's Name: **Vera Windsor**

Owner's Address: 110 Old Trinity Lane

Nashville, TN 37207

Mail Tax Bill to: Owner at Property Address

Parcel No.: 03405008400

THIS DEED IS NOT TO BE IN EFFECT UNTIL: March 3, 2011

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 , **May 5th 2010** and recorded at **Instrument No. 20100825-0067232** 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, her 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 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 Ofori & Associates, PC, Asset Manager 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: Ofori & Associates, PC

By: _____
Authorized Signatory
As Hud's Designated Agent

State of GA
County of Fulton

On the 1st day of March, 2011, before me the undersigned Notary Public of the State and County aforesaid, appeared George S. Wade II 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 Ofori & Associates, PC, 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: 11/8/14

_____
Notary Public

KATINA W PERRY
NOTARY PUBLIC
PAULDING CO., GEORGIA
MY COMMISSION EXPIRES
NOV. 8 2014

State of Tennessee
County of Davidson

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 **$45,000.00**, 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 3rd day of March, 2011.

My Commission Expires _____

_____
(Seal)
Notary Public

A. R. TURNER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAY 8, 2012