BILL GARRETT, Davidson County
Trans:T20110018812 DEEDWARR
Recvd: 03/31/11 11:59 3 pgs
Fees:18.00 Taxes:177.60
20110331-0024748

CASH DEED FOR TENNESSEE

FHA Case No. 483-239252

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

This Indenture, made and entered into this **17th 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 **Andrew Tilghman**, Married and **David Gordon** , Married his/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:

See Attached Exhibit A:

Property Address: 1109 North 8th Street
Nashville, TN 37207

Owner's Name: **Andrew Tilghman**
David Gordon
Owner's Address: 452 McClellan Ave

Nashville, TN 37211

Mail Tax Bill to: Owner at Owner's Address

Parcel No.: 08204006900
THIS DEED IS NOT TO BE IN EFFECT UNTIL: March 17, 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 **July 28, 2010**, and recorded at **Instrument No. 20101129-0094767** 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 HomeTelos, LP, 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: HomeTelos, LP

HomeTelos, LP as Asset Manager
Contractor for C-OPC-23632

By: _____
Authorized Signatory

For HUD by: _____
Ron Hutchison, Senior Project Manager

State of Tennessee
County of Davidson

On the 16th day of March, 2011, before me the undersigned Notary Public of the State and County aforesaid, appeared RON HUTCHISON 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 HomeTelos, LP, 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: 11/2/12

Notary Public

WILLIAM D. JOHNSON
STATE of TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

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 **$48,000.00**, 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 17th day of March, 2011.

My Commission Expires: _____

(Seal)
Notary Public

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

My Commission Expires MAY 8, 2012

Exhibit "A"

LAND lying in Davidson County, Tennessee, and being more particularly described as follows, to-wit:

BEING the North 10 feet of Lot No. 309 and all of Lot 310 and the South 10 1/2 feet of Lot 311 on the Map of Oakwood Park, of record in Book 421,page 12 in the Register's Office for Davidson County, Tennessee.

Said Lot and part of said Lots adjoin and front together 51 1/2 feet on the easterly side of North Eighth Street and extends back between parallel lines 165 feet to an alley.

BEING the same property conveyed to the Secretary of Housing and Urban Development, Washington, D.C. by Substitute Trustee's Deed from Shapiro and Kirsch, LLP dated July 28, 2010 and of record in Instrument Number 20101129-0094767 in the Register's Office for Davidson County, Tennessee.