WARRANTY DEED

Davidson County DEEDWARR
Recvd: 04/14/11 14:58 3 pgs
Fees:18.00 Taxes:423.65
20110414-0028942

MAXINE J. RUCKER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

STATE OF TENNESSEE
COUNTY OF ROBERTSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $114,500.00

Jennifer C Cole
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12 day of April, 2011.

Mary J Rucker
Notary Public

MY COMMISSION EXPIRES:
(AFFIX SEAL) MAR 10 2012

THIS INSTRUMENT WAS PREPARED BY
Warranty Title Insurance Company, Inc., 2401 Memorial Blvd.
Springfield, Tennessee 37172

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kechelle Williams		04305016500
(NAME)	(NAME)	
117 Garner Avenue		
(ADDRESS)	(ADDRESS)	
Madison, TN 37115		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	File No.: 20110265

For and consideration of the sum of ten dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt of which is hereby acknowledged, **I, J.T. Spain Construction Company, Inc.**, hereinafter called the GRANTOR, have bargained and sold, and by these presents do transfer and convey unto **Kechelle Williams, a single person**, hereinafter called the GRANTEE, **his/her** heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit. :

SEE ATTACHED EXHIBIT A

unimproved ☐

This is improved ☒ property, known as 117 Garner Avenue, Madison, TN 37115

(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 GRANTEE, his/her heirs and assigns forever; and I do covenant with the said GRANTEE that I am 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 I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, his/her heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used any gender shall be applicable to all genders.

It is expressly agreed by the parties hereto that all taxes for the current year shall be prorated between them as of the date of this deed.

This conveyance is expressly made subject to reservations, restrictions, easements, covenants and conditions contained in former instruments of record pertaining thereto and to all easements and encroachments apparent from an inspection of the property.

Witness my hand this 12TH day of April, 2011.

J.T. Spain Construction Company, Inc.

Barbara Spain (President)
Barbara Spain, President

STATE OF TENNESSEE

COUNTY OF ROBERTSON

Before me, on this 12TH day of April, 2011, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared Barbara Spain, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the President of J. T. Spain Construction Company, Inc., the within named bargainor, a Corporation, and that as such executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Corporation as President.

Witness my hand and official seal this 12TH day of April, 2011.

Commission expires: 11-4-13

Cari Allen
Notary Public

CARI ALLEN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

EXHIBIT A

Certain real property situate in 11th Civil District of Davidson County, Tennessee, and described as follows, to-wit:

BEING Tracts 31-32, Block B, of Kennaston Estates, a plat of which subdivision is of record in Book 843, page 83, Register's Office for Davidson County, Tennessee, to which record reference is hereby made for a more particular description thereof.

BEING all of the same property conveyed to Deutsche Bank National Trust Company by Trustee's Deed dated November 6, 2008 and filed of record in Instrument 200811060110355, Register's Office for Davidson County, Tennessee.

BEING all of the same property conveyed to J. T. Spain Construction Company, Inc. by Warranty Deed from Deutsche Bank National Trust Company, as Trustee, dated September 3, 2009 and filed of record in Instrument 20090914-0085606, Register's Office for Davidson County, Tennessee.

RESTRICTIONS:
This conveyance is made subject to retention restrictions of The Federal Home Loan Bank 2011 Retention Restrictions, as set out in **Exhibit B herein.**

B.S.

Certificate of Authenticity

I, Jennifer Chandler Cole, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Williamson

Personally appeared before me, Maxine J. Rucker, a notary public for this county and state, Jennifer Chandler Cole who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: MAR 1 0 2012.

Notary's Seal (If on paper)

MAXINE J. RUCKER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

EXHIBIT B

FEDERAL HOME LOAN BANK OF CINCINNATI
2011 Welcome Home Retention Language

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 in this property 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 or any assignment of the first mortgage to the Secretary of HUD.

B.C.