BILL GARRETT, Davidson County
Trans:T20110022348 DEEDWARR
Recvd: 04/15/11 11:46 3 pgs
Fees:18.00 Taxes:158.71
20110415-0029262

CASH DEED FOR TENNESSEE

FHA Case No. 483-254289

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

This Indenture, made and entered into this **13th day of April, 2011**, by and between Shaun Donovan, The Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and **Kerry M Bateman** , Married his 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: 1306 Maxey Lane
Nashville, TN 37216

Owner's Name: **Kerry M Bateman**

Owner's Address: 1011 Dorset Dr

Hendersonville, TN 37075

Mail Tax Bill to: Owner at Owner's Address

Parcel No.: 07207022400

THIS DEED IS NOT TO BE IN EFFECT UNTIL: April 13, 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 26, 2010**, and recorded at **Instrument No. 20100809-0062547** 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, his 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 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 PEMCO Limited, 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: PEMCO Limited

By: _____
Authorized Signatory

State of GA
County of FULTON

On the 5 day of Apr, 2011, before me the undersigned Notary Public of the State and County aforesaid, appeared Suki Williams 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 PEMCO Limited, 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: 2/7/2015

NICHOLAUS A. RICE
FULTON COUNTY, GEORGIA
NOTARY PUBLIC
MY COMMISSION EXPIRES
FEBRUARY 7TH, 2015

Nicholaus A. Rice
Notary Public

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 **$42,895.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Irina Mirra
Affiant

Subscribed and sworn to before me this 13th day of April, 2011.

My Commission Expires: _____

(Seal)
Notary Public

SELINA KNIGHT
STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

SELINA KNIGHT
NOTARY PUBLIC
STATE OF TENNESSEE
My Commission Expires
May 2, 2011

EXHIBIT A

Described property located in the Eleventh (11th), formerly the Eighteenth (18th) Civil District of Davidson County, Tennessee, to wit:

Lot Number 1 in the Subdivision of J.R. Henderson, more particularly described as follows:

Beginning on the Southerly margin of Maxey Lane at a point 163.6 feet Westerly from the Southwest corner of Maxey Lane and McKinney Avenue, at the corner of Lots 1 and 2 of said plan; thence Westerly along the Southerly margin of Maxey Lane 50 feet to a point, the Northwest corner of the J.R. Henderson property; thence Southerly along the Western line of said property 200 feet to the Northwest corner of Lot 5 on said plan; thence Easterly along the North line of Lot Number 5, 50 feet to the corner of Lots 1 and 2; thence Northerly along the line between said Lots 196 feet to the beginning.

This legal description is identical with that in Deed of Trust recorded in Book 10876,Page 405 in the Register's Office of Davidson County, Tennessee.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Book 10876, Page 405 in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed, recorded in Book 10875, Page 402, in the Register's Office for Davidson County, Tennessee.

Subject to any unpaid taxes, subdivision restrictions, building lines and easements.