# CASH DEED FOR TENNESSEE

FHA Case No. 483-381262

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

**This Indenture,** made and entered into this **26th 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 **Dian Doss** , Unmarried her 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: 4745 Apollo Drive
Nashville, TN 37013

Owner's Name: **Dian Doss**

Owner's Address: 110 Tuckahoe Drive

Nashville, TN 37207

BILL GARRETT, Davidson County
Trans:T20110028380 DEEDWARR
Recvd: 05/12/11 10:38 3 pgs
Fees:18.00 Taxes:192.40
20110512-0036478

Mail Tax Bill to: Owner at Proeprty Address

Parcel No.: 14909015800
**THIS DEED IS NOT TO BE IN EFFECT UNTIL: April 26, 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 27, 2010**, and recorded at **Instrument No. 20101206-0096872** 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

State of GA
County of Fulton

On the 25th day of April, 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
MY COMMISSION EXPIRES
NOV. 8 2014
PAULDING CO., GEORGIA
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 **$52,000.00**, 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 25th 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 Davidson County, Tennessee, more particularly described as follows: Lot No. 193 on the Plan of Barclay Square, Section 3, of record in Book 4675, Page 154, Register's Office for Davidson County, TN, to which plan reference is hereby made for a more complete and detailed description. Said Lot No. 193 fronts 53.17 feet on the Westerly margin of Apollo Drive and extends back 171.22 feet on the broken Southerly line(s) and 160.63 feet on the Northerly line to a broken line in the rear, measuring 72.55 feet thereon.

This legal description is identical with that in Deed of Trust recorded in Instrument number 20080122-0006105 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 Instrument number 20080122-0006105 in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed, recorded in Instrument Number 20080122006104, in the Register's Office for Davidson County, Tennessee.

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