BILL GARRETT, Davidson County
Trans:T20110028837 DEEDWARR
Recvd: 05/16/11 08:31 2 pgs
Fees:13.00 Taxes:388.50
20110516-0037069

This instrument prepared by and **Record and Return to:**
**Parthenon Title Agency, LLC**
**109 Kenner Avenue Suite 100-B**
**Nashville, TN 37205**
**(615) 829-5190**

File No.: **11-1065**

# WARRANTY DEED

**THIS INDENTURE,** made and entered into this **5/12/2011**, by and between **Sadie Etta Warren, an unmarried individual, Terri M Carver, an unmarried individual**, parties of the first part, and **Quanda Beard, unmarried**, party of the second part,

**WITNESSETH:** This for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part had bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described Real Estate, situated and being in the City of **Nashville**, County of **Davidson**, State of **Tennessee**, to wit:

Being Lot No. 18 on the Plan of Royal Gardens Estates, Section 1 of record in Plat Book 3700, Page 29, in the Register's Office of Davidson County, Tennessee.

Said Lot fronts 101.2 feet on the westerly side of Dunbar Drive and extends back 174.6 feet on the northerly line and 175 feet on the southerly line to a dead line and measures 95.40 feet thereon.

Being the same property conveyed to Sadie Etta Warren or Terri M Carver, as tenants in common with the right of survivorship in the surviving tenant in common by deed from Sadie Etta Warren, an unremarried person of record as Instrument No. 20050601-0061545, said Register's Office.

This conveyance is made subject to 1) Restrictions of record, 2) Easements of record and 3) Borrowers, 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 PO 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; and (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.

Parcel ID # **59-10-31**
Improved property located at: **3857 Dunbar Drive, Nashville, TN 37207**

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee simple of the afore described real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein, and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part of the day and year first above written.

Sadie Etta Warren as Attorney In Fact

Terri M Carver

STATE OF **Tennessee**

COUNTY OF **Davidson**

Before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Sadie Etta Warren and Terri M Carver** to me known to the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained as his/her free Act and Deed.

Witness my hand and Notarial Seal this 12th day of May, 2011..

Notary Public

REBECCA T. GARLAND STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: 5/6/13

**********

Owner's Name: **Quanda Beard**

and Address: **3857 Dunbar Drive, Nashville, TN 37207**

Mail tax bills to, (Person or Agency responsible for payment of taxes)

Same as new owner

I, or we, hereby swear and 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 **$105,000.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

STATE OF **Tennessee**

COUNTY OF **Davidson**

Subscribed and sworn to before me this 12th day of May, 2011..

Notary Public

LORI BUIE STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

My Commission Expires: 9/19/11