File No. 110201

WARRANTY DEED

RETURN TO

Greenvue Title & Escrow, LLC
2207 Crestmoor Road, Suite 101
Nashville, Tennessee 37215

JENNY AVERHOFF
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

BILL GARRETT, Davidson County
Trans:T20110029538 DEEDWARR
Recvd: 05/18/11 10:55 3 pgs
Fees:18.00 Taxes:358.53

20110518-0038024

STATE OF TENNESSEE
COUNTY OF SUMNER

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $96,900.00

Melanie H. Berg
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12TH DAY OF APRIL, 2011.

Jenny Averhoff
Notary Public

MY COMMISSION EXPIRES: 12-21-14
(AFFIX SEAL)

THIS INSTRUMENT PREPARED BY:
Hallmark Title Company
00 Bluegrass Commons Boulevard, Suite 115, Hendersonville, TN 37075

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Melanie Berg	First Community Mortgage, Inc.	150 14 0A 044.00
(NAME)	(NAME)	
301 Preakness Drive	275 Robert Rose Drive	
(ADDRESS)	(ADDRESS)	
Antioch, TN 37013	Murfreesboro, TN 37129	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Harry J. Hooper, I and wife, Peggy J. Hooper and Harry J. Hooper, II,* HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Melanie Berg, a married woman, HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

*a/k/a H.Joe Hooper, II

Land in Davidson County, Tennessee, being Lot No. 44 on the Plan of Calumet, Phase II, of record in Plat Book 7900, Page 367, Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to Harry J. Hooper, I and wife, Peggy J. Hooper and Harry J. Hooper, II by deed from James T. McLean, Sr., dated September 28, 1994 and recorded on December 13, 1994 in Book 9544, page 473, Register's Office, Davidson County, Tennessee.

Declaration of Covenants, Conditions and Restrictions for Calumet of record in Book 7566, page 664, Book 8602, page 716 and Book 9751, page 92, said Register's Office.

Charter of Calumet Homeowners Association of record in Book 7572, page 594 and Book 7682, page 564, said Register's Office.

Harry J. Hooper, II executed this instrument on behalf of Harry J. Hooper, I and wife, Peggy J. Hooper pursuant to a Power of Attorney of record in Instrument No. 20110518-0038023, Register's Office, Davidson County, Tennessee.

Exhibit "A" attached herewith and made a part hereof.

unimproved ☐

This is improved ☒ property, known as 301 Preakness Drive, Antioch, TN 37013

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

File No. 110201

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are 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 we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 12 day of April, 2011.

Harry J. Hooper II

Harry J. Hooper, I by Harry J. Hooper, II
his Attorney-in-fact

Peggy J. Hooper by Harry J. Hooper, II
her Attorney-in-fact

STATE OF TENNESSEE

COUNTY OF SUMNER

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Harry J. Hooper, II, the bargainor(s), with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

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

Commission expires: 2/22/12

Rebecca Campbell
State of Tennessee Notary Public
County of Sumner

Notary Public

STATE OF TENNESSEE

COUNTY OF SUMNER

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Harry J. Hooper, II with whom I am personally acquainted and who acknowledged that he executed the within instrument on behalf of Harry J. Hooper, I and wife, Peggy J. Hooper as their Attorney in Fact as the free act and deed of the within named Harry J. Hooper, I and wife, Peggy J. Hooper.

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

Notary Public
My Commission expires: 2/22/12

Rebecca Campbell
State of Tennessee Notary Public
County of Sumner

Exhibit "A" attached to Warranty Deed
and made a part hereof

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.