Return To:
MH&S Law Firm
1804 Williamson Ct. Ste 201
Brentwood, TN 37027
615-377-3319

(1)

ASHLEY S. HEATH STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY (Notary Stamp)	**STATE OF TENNESSEE** **COUNTY OF WILLIAMSON** The actual consideration or value, whichever is greater, for this transfer is $124,500.00 Affiant Subscribed and sworn to before me, this 31st day of May, 2011. Notary Public My commission expires: March 18, 2014

THIS INSTRUMENT PREPARED BY
McCann, Hubbard & Solomon
1804 Williamson Court, Suite 201
Brentwood, TN 37027

WARRANTY DEED

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers:
Christina Noelle Underwood	**New Owner**	**Map\Parcel: 160-14-0-B-115.00CO**
5819 Brentwood Trace		
Brentwood, TN 37027		

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 ACKNOWLEDGE, WE,

Kim Davenport, unmarried

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

Christina Noelle Underwood, unmarried

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:

Land in DAVIDSON County, Tennessee, being Unit 5819 on the Plan of 2nd Revision Brentwood Trace Condominiums of record in Plat Book 5200, Page 261, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description, together with the appurtenant interest in the common elements of Brentwood Trace, a horizontal property regime established by Master Deed of record in Book 5524, Page 415, amended in Book 5545, page 510, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Kim Davenport, unmarried by Warranty Deed from Rebecca S. Hall n/k/a Rebecca S. Hall Pearson and husband, Jeffrey Pearson, dated January 27, 2003, of record in Instrument No. 20030130-0013094, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

The Plan of record in Plat Book 5200, Page 261, Register's Office for DAVIDSON County, Tennessee.
Deed of Conveyance contained in an instrument of record in Book 6122, Page 419 and Book 6122, Page 424, Register's Office for DAVIDSON County, Tennessee.
Master Deed of record in Book 5524, Page 415 and amended in Book 5545, Page 510, Register's Office for DAVIDSON County, Tennessee.
By-Laws of record in Book 5524, Page 424 and amended in Book 5537, Page 988, Register's Office for DAVIDSON County, Tennessee.
Subject to the flow of any stream across the subject property.
Any and all visible easements lying on or across the property.
Subject to rights of others in and to common areas / elements.
Subject to lien for special assessment contained in DCCR's / Master Deed.
Subject to HOA dues, if any.

BILL GARRETT, Davidson County
Trans:T20110034450 DEEDWARR
Recvd: 06/09/11 09:16 2 pgs
Fees:13.00 Taxes:460.65
20110609-0044091

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 and reside in this property as their primary residence for a period of five (5) years (Retention Period) from the date of the recording of this deed.

1. 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.
2. 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. The obligation to repay Subsidy to the Bank shall terminate after any foreclosure or conveyance by deed in lieu of foreclosure.
3. The obligation to repay Subsidy to 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.

This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.

This is improved property known as 5819 Brentwood Trace, Brentwood, TN 37027.

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 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 my/our hand(s) this 31st day of May, 2011.

Kim Davenport

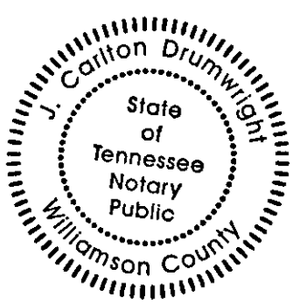
STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, a Notary Public of said County and State, Kim Davenport, unmarried , the within named grantors, with whom I am personally acquainted (or who proved to me their identity on the basis of satisfactory evidence), and who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Witness my hand, at office, this 31st day of May, 2011.

Notary Public

My Commission Expires: 9/23/13



File #: **110264CD**
RECORD & RETURN TO:
McCann, Hubbard & Solomon
1804 Williamson Court, Suite 201
Brentwood, TN 37027