BILL GARRETT, Davidson County
Trans:T20110034751 DEEDWARR
Recvd: 06/10/11 09:14 3 pgs
Fees:18.00 Taxes:148.00
20110610-0044486

CASH DEED FOR TENNESSEE

FHA Case No. 483-277662

Prepared by & Return to: Fearnley & Califf, PLLC - Nashville
25 Century Blvd, Suite 212
Nashville, TN 37214

This Indenture, made and entered into this **9th day of June, 2011**, by and between Shaun Donovan, The Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and **Thomas Ward** , 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: 308 Arrington St
Nashville, TN 37207

Owner's Name: **Thomas Ward**

Owner's Address: 814 Meridian

Nashville, TN 37207

Mail Tax Bill to: Owner at Owner's Address

Parcel No.: 08207016700

THIS DEED IS NOT TO BE IN EFFECT UNTIL: June 9, 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 **August 2, 2005**, and recorded at **Instrument No. 20050819-0098832** 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 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 3rd day of June, 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: November 7, 2014

Sandra M Baker
Notary Public

SANDRA M BAKER NOTARY PUBLIC MY COMMISSION EXPIRES NOVEMBER 7, 2014 PAULDING COUNTY, GEORGIA

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 **$40,000.00**, 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 9th day of June, 2011.

My Commission Expires: 5-8-12

(Seal)
Notary Public

A. R. TURNER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires MAY 8, 2012

EXHIBIT A

Land in Davidson County, Tennessee, being Lot Number 64 of East Nashville Real Estate Company's Plan of Lots, of record in Book 57, Page 11, Register's office for said County, described according to survey made by Barge, Waggoner, and Turner, Engineers, September 10, 1971, as follows: Beginning at an iron pin in the South margin of Arrington Street, said point being 160 feet East from the Southeast intersection of Arrington Street and Meridian Street; thence with the margin of Arrington Street, South 82 degrees 30 minutes East 50 feet to an iron pin; thence South 7 degrees 40 minutes West 176 feet to an iron pin the North margin of Alley Number 331; thence with the margin of same, North 82 degrees 30 minutes West 50 feet to an iron pin; thence North 7 degrees 40 minutes East 176 feet to the beginning. Being the same property conveyed to the Grantor herein by deed of even date and being filed for record simultaneously herewith.

Commonly known as: 308 Arrington Street, Nashville, Tennessee 37207.