Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
Ellery E. Cunningham 4228 Valley Grove Hermitage, TN 37076	First Community Mortgage, Inc. 275 Robert Rose Dr. Murfreesboro, TN 37129	086-16-0-035.00

THIS INSTRUMENT PREPARED BY:
TrustLand Title & Escrow, LLC.
1529 Hunt Club Blvd, Suite 300
Gallatin, Tennessee 37066

STATE OF TENNESSEE
COUNTY OF Wilson
The actual consideration or value, whichever is greater, for this transfer is $98,500.00

Affiant

Subscribed and sworn to before me, this the 10th day of June, 2011.

Notary Public

My Commission Expires: 3/28/2015
(Affix Seal)

RETURN TO:
Four Star Title, LLC
541 N. Mt. Juliet Rd., #2201A
Mt. Juliet, TN 37122

Sheila McCord
STATE OF TENNESSEE NOTARY PUBLIC
Sumner County, TN

BILL GARRETT, Davidson County
Trans:T20110036462 DEEDWARR
Recvd: 06/17/11 14:18 3 pgs
Fees:18.00 Taxes:364.45
20110617-0046743

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged **Martin P. MacMillan, a married man, joined by his wife Denise MacMillan, ("Grantor"),** has this day bargained and sold, and does hereby bargain, sell, transfer and convey unto **Ellery E. Cunningham, a married man ("Grantee"),** and Grantee's successors and assigns all of Grantor's interest in a certain tracts or parcels of land located in **Davidson** County, **Tennessee,** to wit:

Land in Davidson County, Tennessee, Being Lot No. 7 as shown on the Plan of Section One, Revised Valley Grove, of record in Plat Book 5200, Page 388, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description thereof.

Being the same property conveyed to Martin P. MacMillan, a married man, by Warranty Deed from Carl Edward Ward, unmarried, dated August 15, 2002, of record in Instrument No. 20020823-0102354, Register's Office for Davidson County, Tennessee.

Denise MacMillan joins in this Deed for the purpose of conveying and waiving any and all marital rights, title and interest, if any, she may have in and to the said property
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.

This conveyance is made subject to (1) Property taxes for the year 2011, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTORS paying their prorated share thereof to GRANTEES who will be responsible for payment of said taxes. (2) all applicable zoning ordinances (3) utility, sewer, drainage and other easements of record, (4) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (5) building restrictions, and (6) other matters of public record.

This instrument is executed on behalf of Martin P. MacMillan, by Denise MacMillan pursuant to a Power of Attorney executed by Martin P. MacMillan on June 9, 2011, of record in Instrument No._____, Register's Office for Davidson County, Tennessee. The affidavit of said Attorney in Fact is attached as Exhibit "A" to the instrument and incorporated herein by reference.

This is ☒ Improved property located at: **4228 Valley Grove, Hermitage, TN 37076**

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estates, title and interest thereto belonging to Grantee, his/her heirs, successors and assigns in fee simple forever.

The said Grantor does hereby covenant with the said Grantee that he/she is lawfully seized in fee simple of the aforedescribed 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.

IN WITNESS WHEREOF, Grantor has executed this instrument on this **10th** day of **June, 2011.**

GRANTOR(S)

Martin P MacMillan by Denise MacMillan as attorney in fact

Martin P. MacMillan by Denise MacMillan, his Attorney-in-Fact

Denise MacMillan

STATE OF TENNESSEE

COUNTY OF SUMNER

Before me, the undersigned a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Denise MacMillan** to me known to the persons described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same for the purposes therein contained as his/her/their free Act and Deed.

Witness my hand and official seal on this the **10th** day of **June, 2011.**

Notary Public

TINA HAWKINS STATE OF TENNESSEE NOTARY PUBLIC COUNTY SUMNER

My Commission Expires: 1/30/2012

STATE OF TENNESSEE

COUNTY OF SUMNER

Personally appeared before me, a Notary Public in and for said County and State, the within named **Denise MacMillan** with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **Martin P. MacMillan,** as Attorney-in-Fact, as the free Act and Deed of the said Principal(s).

Witness my hand and official seal on this the **10th** day of **June, 2011.**

Notary Public

TINA HAWKINS STATE OF TENNESSEE NOTARY PUBLIC COUNTY SUMNER

My Commission Expires: 1/30/2012

EXHIBIT "A"
To
Warranty Deed

FROM: Martin P. MacMillan, a married man

TO: Ellery E. Cunningham, a married man

STATE OF TENNESSEE
COUNTY OF SUMNER

AFFIDAVIT

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as Attorney-in-Fact for the principal(s) thereon shown.

2. That this execution is proper and within the scope of the Power-of-Attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated*, Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said documents the Affiant had no knowledge or notice of the termination of the Power-of-Attorney, either by revocation or by the principal's death, disability, or incapacity.

Further the Affiant Saith not.

Denise MacMillan

Denise MacMillan, Affiant

Sworn to and subscribed before me this 10th day of June, 2011.

Tina Hawk

Notary Public

TINA HAWKINS
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY SUMNER

My Commission Expires: 01/30/2012