BILL GARRETT, Davidson County
Trans:T20110051191 DEEDWARR
Recvd: 08/19/11 11:36 3 pgs
Fees:18.00 Taxes:203.50
20110819-0064294

CASH DEED FOR TENNESSEE

FHA Case No. 483-393171

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

This Indenture, made and entered into this **18th day of August, 2011**, by and between Shaun Donovan, The Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and **James Robert Mayes** , Unmarried 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: 549 Bradburn Village
Antioch, TN 37013

Owner's Name: **James Robert Mayes**

Owner's Address: 1095 Laurel Knoll Ct

Brentwood, TN 37027

Mail Tax Bill to: Owner at Owner's Address

Parcel No.: 164060B02500CO

THIS DEED IS NOT TO BE IN EFFECT UNTIL: August 18, 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 **November 17, 2010**, and recorded at **Instrument No. 20101208-0097667** 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 17th day of August, 2011, before me the undersigned Notary Public of the State and County aforesaid, appeared George S. Wade III 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: 11/8/2014

KATHY PERRY NOTARY PUBLIC PAULDING CO., GEORGIA MY COMMISSION EXPIRES NOV. 8 2014

_____
Notary Public

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 **$55,000.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Nina Morris
Affiant

Subscribed and sworn to before me this 18th day of August, 2011.

My Commission Expires: _____

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

My Commission Expires MAY 8, 2012

_____
(Seal)
Notary Public

EXHIBIT A

PROPERTY LOCATED IN THE COUNTY OF DAVIDSON, TENNESSEE:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNIT 25, THE TOWNHOMES OF BRADBURN VILLAGE, AS SHOWN ON EXHIBIT "A-1" OF THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN INSTRUMENT NO. 20070817-0098536, IN THE REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

SUBJECT TO ANY AND ALL EXISTING EASEMENTS AND RESTRICTIONS AS SHOWN OF RECORD INCLUDING THOSE CONDITIONS AND RESTRICTIONS OF RECORD IN INSTRUMENT NO. 20070817-0098536, INSTRUMENT NO. 20060816-0101099 AND NO. 20070714-0084884, QUITCLAIM FOR OPEN SPACE IN COMMON AREA AT INSTRUMENT NO. 20060823-0103545. CHARTER AT INSTRUMENT NO. 20060823-0103546. T.V.A. TRANSMISSION EASEMENT IN BOOK 5799, PAGE 662. RIGHT OF WAY EASEMENT TO COLONIAL PIPELINE IN BOOK 3644, PAGE 317 AND BOOK 3670, PAGE 396. SUPPLEMENTAL RIGHT OF WAY AGREEMENT IN BOOK 4579, PAGE 913. GRANT OF TRANSMISSION LINE EASEMENT TO UNITED STATES OF AMERICA IN INSTRUMENT NOS. 20020905-0107384 AND 20020909-0109148. STORMWATER DETENTION AGREEMENT AT INSTRUMENT (ERRONEOUSLY REFERRED TO AS INSTRUEMENT IN LEGAL DESCRIPTION) NO. 20060608-0068199 AND GRANT OF EASEMENT AT INSTRUMENT NO. 20070622-0074712.

THIS IS IMPROVED PROPERTY KNOWN AS 549 BRADBURN VILLAGE CIRCLE, UNIT #25, ANTIOCH, TENNESSEE 37013 (A/K/A 549 BRADBURN VILLAGE CIRCLE, ANTIOCH, TENNESSEE 37013).