CASH DEED FOR TENNESSEE

FHA Case No. 483-360552

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

This Indenture, made and entered into this **26th day of September, 2011**, by and between Shaun Donovan, The Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and **Robert Todd Chaplin** , 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: 3107 Hillside Rd
Nashville, TN 37207

Owner's Name: **Robert Todd Chaplin**

Owner's Address: 110 Hillside Drive

Hendersonville, TN 37075

BILL GARRETT, Davidson County
Trans:T20110060228 DEEDWARR
Recvd: 09/28/11 11:13 3 pgs
Fees:18.00 Taxes:105.45
20110928-0075067

Mail Tax Bill to: Owner at Owner's Address

Parcel No.: 06008004000

THIS DEED IS NOT TO BE IN EFFECT UNTIL: September 26, 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 **October 20, 2010**, and recorded at **Instrument No. 20110216-0013081** 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 HomeTelos, LP, 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: HomeTelos, LP

By: Home Telos, LP as Asset Manager
Contractor for C-OPC-21632
Authorized Signatory

For HUD by:
Ron Hutchison, Senior Project Manager

State of TN
County of Davidson

On the 22nd day of Sept, 2011, before me the undersigned Notary Public of the State and County aforesaid, appeared RON HUTCHISON 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 HomeTelos, LP, 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: 6/18/13

Notary Public

ROBBIE L. WAGNER
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

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 **$28,500.00**, 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 26th day of September, 2011.

My Commission Expires: 7-7-2014

(Seal)
Notary Public

ARTRINNA D. MINNIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires July 7, 2014

EXHIBIT A

Being a part of Lot No. 11 on the Map of E.A. Lindsley Subdivision, as of record in Book 547, Page 144, Register's Office for said county, described as follows: Beginning at a point in the easterly margin of Hillsdale Road, said point being 10 feet south of the corner of Lots Nos. 10 and 11 on said Plan; thence, easterly along the line 10 feet south of and parallel to the line between said Lots Nos. 10 and 11, a 150 feet to a point; thence southerly along a line 150 feet east of and parallel to the easterly margin of Hillsdale Road, 110 feet to a point; thence westerly along a line 120 feet south of and parallel to the lines between said Lots Nos. 10 and 11, 150 feet to a point in the easterly margin of Hillsdale Road, thence northerly with said margin of said Road, 110 feet to the point of beginning. Included in the above description but excluded from this conveyance is that portion of the above described property which was conveyed to the Metropolitan Government of Nashville and Davidson County, in Deed Book 3891, Page 704, Register's Office for said County, described as follows: Land in Davidson County, Tennessee, behind a part of Lot No. 11 on the Map of E.A. Lindsley's Subdivision, as of record in Book 547, Page 144, Register's Office for Davidson County, Tennessee described as follows: Beginning at a point in the East margin of Hillside Drive, said point being 10 feet South of the corner of Lot 10 and 11 on said Plan; thence South 84 deg. 15 feet East along a line 10 feet South of and parallel to the line between said Lots No. 10 and 11, 135.65 feet to a point where the W.E. Street's Northerly property line intersects the Southerly right-of-way line of the newly proposed extension of Ewing Lane; thence, South 84 deg. 25 feet West along said Southerly right-of-way line 106.55 feet to a point of arc at the Southeast corner of proposed extension of Ewing Lane and Hillside Drive; thence, continuing along said curve in a Southwesterly direction, said curve having a radius of 25 feet to a point in the Easterly right-of-way line of Hillside Drive; thence North 3 deg. 50 feet East along the Easterly right-of-way line of Hillside Drive 49 feet to the point of beginning. Being the same property conveyed to Laureano Rivas, unmarried, by deed of record in Instrument No. 20051107-0134525, Register's Office for Davidson County, Tennessee.