CASH DEED FOR TENNESSEE

FHA Case No. 483-304779-1

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

This Indenture, made and entered into this **1st day of November, 2011**, by and between Shaun Donovan, The Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and **Daniel Reed Zumwalt** , 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: 117 McArthur Drive
Madison, TN 37115

Owner's Name: **Daniel Reed Zumwalt**

Owner's Address: 638 Skyview Drive

Nashville, TN 37206

BILL GARRETT, Davidson County
Trans:T20110069109 DEEDWARR
Recvd: 11/03/11 09:48 3 pgs
Fees:18.00 Taxes:55.50
20111103-0085673

Mail Tax Bill to: Owner at Owner's Address

Parcel No.: 04311010200

THIS DEED IS NOT TO BE IN EFFECT UNTIL: November 1, 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 **February 25, 2011**, and recorded at **Instrument No. Warranty 20110511-0036044** 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-23632
Authorized Signatory

For HUD by:
Ron Hutchison, Senior Project Manager

State of TN
County of Davidson

On the 27th day of October, 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 **$15,000.00**, 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 15 day of November, 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

PROPERTY LOCATED IN THE COUNTY OF DAVIDSON, TENNESSEE:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT NO. 1 ON THE PLAN OF ANDERSON ESTATES, AS OF RECORD IN BOOK 1130, PAGE 37, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, BEING THE NORTHERLY 50 FEET OF LOT NO. 103 ON THE PLAN OF THE RE-SUBDIVISION OF LOTS NO. 1 AND 13 OF THE ANDERSON ESTATES, NOT OF RECORD, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY MARGIN OF MCARTHUR DRIVE, AT THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO FREDERICK H. BINKLEY AND WIFE, BY DEED FROM J.W. ANDERSON AND WIFE, OF RECORD IN BOOK 1261, PAGE 3, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE WITH SAID DRIVE, NORTHWARDLY 50 FEET (ERRONEOUSLY REFERRED TO AS FET IN LEGAL DESCRIPTION) TO THE CORNER OF LOTS NO. 103 AND 104; THENCE WITH THE LINE BETWEEN SAID TWO LOTS WESTERLY 155 FEET; THENCE SOUTHWARDLY 50 FEET TO BINKLEY'S NORTHWEST CORNER; THENCE WITH HIS NORTHERLY LINE, EASTWARDLY 157-1/2 FEET, MORE OR LESS, TO THE BEGINNING.