BILL GARRETT, Davidson County
Trans:T20110070880 DEEDWARR
Recvd: 11/09/11 14:26 3 pgs
Fees:18.00 Taxes:122.10
20111109-0087780

CASH DEED FOR TENNESSEE

FHA Case No. 483-397883

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

This Indenture, made and entered into this **7th 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 **Charles Gardner** , 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: 817 31st Ave N Unit A
Nashville, TN 37209

Owner's Name: **Charles Gardner**

Owner's Address: 328 Harpeth Ridge Dr

Nashville, TN 37221

Mail Tax Bill to: Owner at Owner's Address

Parcel No.: 092060B00100CO

THIS DEED IS NOT TO BE IN EFFECT UNTIL: November 7, 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 6, 2010**, and recorded at **Instrument No. 20110316-0020645** 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 PEMCO Limited, 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: PEMCO Limited

By: _____
Authorized Signatory

State of
County of

On the 2nd day of Nov, 2011, before me the undersigned Notary Public of the State and County aforesaid, appeared Irving Silman 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 PEMCO Limited, 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: 2/7/2015

_____
Notary Public

NICHOLAUS A. RICE
FULTON COUNTY, GEORGIA
NOTARY PUBLIC
MY COMMISSION EXPIRES
FEBRUARY 7TH, 2015

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 **$33,000.00**, 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 7th 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"

Land in Davidson County, Tennessee, being Unit No. A of The Townhomes at 31st Avenue, established pursuant to the provision of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq. of the Tennessee Code Annotated, under the Declaration and Master Deed establishing The Townhomes at 31st Avenue of record in Instrument Number 20080508-0047934, in the Register's Office for Davidson County, Tennessee, and subject to the provisions and requirements thereof, and the By-Laws for the administration thereof, and all easements, rights and interest in favor of other unit owners, and all sewer, water, electrical, telephone, and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereof; said Unit being depicted on Exhibit "B" to said Declaration and Master Deed.

Being the same property conveyed to Charles Gardner, herein by cash deed dated 7th day of November, 2011, of record at 20111109-0087780 **in said Register's Office Tennessee.**