BILL GARRETT, Davidson County
Trans:T20110078785 DEEDWARR
Recvd: 12/13/11 11:22 2 pgs
Fees:13.00 Taxes:99.90
20111213-0096992

CASH DEED FOR TENNESSEE

FHA Case No. 483-360819

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 December, 2011**, by and between Shaun Donovan, The Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and **Allen Whitely** , 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:

Described property located in Davidson County, Tennessee, to wit:

A certain tract or parcel of land, being Lot No. 180 on the Plan of Section C, Village of Old Hickory, of record in Book 1424, Page 66, Register's Office for Davidson County, Tennessee and Lot No. 180-A on the Plan of Section C-1, and parts of Section C, Village of Old Hickory, of record in Book 1424, page 130, Register's Office of Davidson County, Tennessee.

Said Lots No. 180 and 180-A adjoin and fronts 72 feet on the westerly margin of Bryan Street and run back between parallel line 160 feet to a dead line.

Property Address: 1314 Bryan Street
Old Hickory, TN 37138

Owner's Name: **Allen Whitely**

Owner's Address: 1204 Berry St

Old Hickory, TN 37138

Mail Tax Bill to: Owner at Owner's Address

Parcel No.: 05302004500

THIS DEED IS NOT TO BE IN EFFECT UNTIL: December 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 **April 19, 2011**, and recorded at **Instrument No. 20110919-0072391** 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 28 day of November, 2011, before me the undersigned Notary Public of the State and County aforesaid, appeared George Si Wheeler IV 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: NOV. 8 2014 _____
Notary Public

KATRINA W. PERRY NOTARY PUBLIC PAULDING CO., GEORGIA MY COMMISSION EXPIRES

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 **$27,000.00**, 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 1st day of December, 2011.

My Commission Expires: _____

_____
(Seal)
Notary Public

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

My Commission Expires MAY 8, 2012