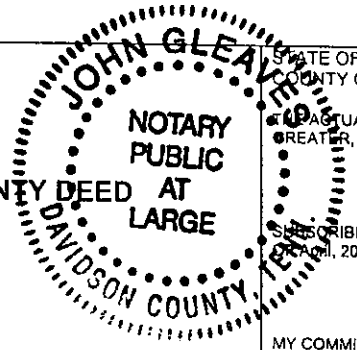


WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $166,250.00

D
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF April, 2012.

Notary Public

MY COMMISSION EXPIRES: 5-20-14
(AFFIX SEAL)

G-VRES-12-2301

THIS INSTRUMENT WAS PREPARED BY
Rudy Title and Escrow
2012 21st Avenue South
Nashville, TN 37212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP / PARCEL NUMBER (S)
Dennis McGrath (NAME)	Pinnacle National Bank (NAME)	
2301 Shadow Lane (ADDRESS)	150 3rd Avenue South, Suite 900 (ADDRESS)	73-5-115.00
Nashville, TN 37216 (CITY) (STATE) (ZIP)	Nashville, TN 37201 (CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid hereinafter named Grantee(s), and other good and valuable considerations, the receipt of which is hereby acknowledged, we **GAY TIMON, ADMINISTRATRIX CTA OF THE ESTATE OF NELLIE E. WILES**, hereinafter called the Grantor(s), have bargained and sold, and by these presents do transfer and convey unto **DENNIS MCGRATH**, UNMARRIED hereinafter called the Grantee(s), their heirs and assigns, that certain tract or parcel of land in **DAVIDSON** COUNTY, STATE OF TENNESSEE, described as follows, to wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT 1, RIVERWOOD HEIGHTS SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 1835, PAGE 42, IN THE REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

BEING THE SAME PROPERTY CONVEYED BY QUITCLAIM DEED FROM NELLIE ELIZABETH WILES, GAY TIMON, TRUSTEE, AND ROY MICHAEL JOHNSTON, TRUSTEE TO NELLIE E. WILES IRREVOCABLE TRUST AS RECORDED ON THE 6TH DAY OF MARCH, 2008 IN INSTRUMENT NO. 20080306-0022378 IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

NELLIE E. WILES WAS THE GRANTOR OF THE NELLIE E. WILES IRREVOCABLE TRUST. GAY TIMON AND LAWRENCE TIMON WERE THE TRUSTEES AND WERE AUTHORIZED TO ACT SINGULARLY. SAID LAWRENCE TIMON HAVING SINCE DIED MAY 19, 2006. THE NELLIE E. WILES IRREVOCABLE TRUST CONTAINED A PROVISION THAT THE TRUST WOULD CONTINUE FOR THE LIFETIME OF THE GRANTOR, AND UPON THE DEATH OF THE GRANTOR, THE TRUSTEE(S) WERE DIRECTED TO PAY FROM THE TRUST ASSETS ALL OF THE SAME INTO THE HANDS OF THE ESTATE OF THE GRANTOR. NELLIE E. WILES DIED ON JUNE 21, 2011.

THE LAST WILL AND TESTAMENT OF NELLIE E. WILES WAS ADMITTED TO THE SEVENTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE, PROBATE DIVISION (DOCKET NO. 11P1164). GAY TIMON WAS APPOINTED AS ADMINISTRATRIX CTA OF SAID ESTATE.

THIS CONVEYANCE IS SUBJECT TO ANY AND ALL EXISTING EASEMENTS AND RESTRICTIONS AS SHOWN OF RECORD INCLUDING THOSE LISTED IN PLAT BOOK 1835, PAGE 42 AND BOOK 1583, PAGE 145, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THIS CONVEYANCE IS SUBJECT TO DEED RESTRICTION AS SHOWN IN EXHIBIT "A".

This is
( ) unimproved
(X) improved
property known as 2301 Shadow Lane Nashville, Tennessee 37216
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

BILL GARRETT, Davidson County
Trans: T20120025146 DEEDWARR
Recvd: 04/05/12 15:06 3 pgs
Fees: 18.00 Taxes: 615.13
20120405-0029406

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), their heirs and assigns forever; and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 2nd day of April, 2012.

Estate of Nellie E. Wiles

Gay Timon, Administratrix CTA

STATE OF FLORIDA
COUNTY OF MARTIN

On this the 2ND day of April, 2012, before me personally appeared Gay Timon, Administratrix of the Estate of Nellie E. Wiles, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and who acknowledged the execution of same to be her free act and deed.

Witness my hand and official seal, this the 2ND day of April, 2012.

Notary Public

My Commission Expires:

Notary Public State of Florida
Terri Clark Lunsford
My Commission EE140336
Expires 10/23/2015

RETURN TO:
Rudy Title & Escrow
2012 21st Ave. South
Nashville, TN 37212

EXHIBIT "A"

Borrower(s), their successors, heirs and assigns for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, must maintain ownership in this property for a period of five (5) years (Retention Period) from the date of the recording of this deed.

(i) The Federal Home Loan Bank of Cincinnati, whose mailing address is P.O. Box 598; Cincinnati, OH 45201-0598, is to be given notice of any sale, refinancing, foreclosure, conveyance by deed in lieu of foreclosure, or change in ownership of the unit occurring prior to the end of the Retention Period.

(ii) In the case of a sale or refinancing prior to the end of the Retention Period, an amount equal to a pro rata share of the AHP Subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the seller owned the unit, shall be repaid to The Federal Home Loan Bank of Cincinnati from any net gain realized upon the sale or refinancing of the unit; unless:

(A) The unit was assisted with a permanent mortgage loan funded by an AHP advance;

(B) The purchaser is a very low- or low- or moderate-income household as defined in the applicable Federal Housing Finance Agency regulations for the AHP (in which case the retention period ends with the conveyance to such purchaser); or

(C) Following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, incorporating the requirements of clauses (i), (ii), and (iii) contained herein.

(iii) The obligation to repay Subsidy to the Bank shall terminate after any foreclosure or conveyance by deed in lieu of foreclosure or any assignment of the first mortgage to the Secretary of HUD.