WARRANTY DEED 17556

BILL GARRETT, Davidson County
Trans:T20120031978 DEEDWARR
Recvd: 05/02/12 09:22 2 pgs
Fees:13.00 Taxes:536.50
20120502-0037420

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $145,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30TH DAY OF APRIL, 2012.

Notary Public

MY COMMISSION EXPIRES: 9-8-14

(AFFIX SEAL)

MEMORIE WHITE NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

THIS INSTRUMENT WAS PREPARED BY
Guaranty Title & Escrow Co., 721 President Place, #100, Smyrna, TN 37167

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Talva A. Lockhart	**Pinnacle National Bank**	**105-03-0 D 001.00 CO**
(NAME) **1208 3rd Avenue South, Unit 1**	(NAME) **150 3rd Ave South, Suite 900**	
(ADDRESS) **Nashville, TN 37210**	(ADDRESS) **Nashville, TN 37201**	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, **J2K Builders, LLC**, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Talva A. Lockhart**, HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN **DAVIDSON** COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land in Davidson County, Tennessee, being Unit No. 1 on the Plan of Townhomes at 1208 3rd Avenue South, as described in the Declaration of Covenants, Conditions and Restrictions for Townhomes at 1208 3rd Avenue South Deed of record as Instrument No. 20110726-0057015, Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to J2K Builders, LLC by deed of record in Instrument 20110614-0045434, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all existing plat notes, conditions, restrictions and easements of record.

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 and reside in this property as their primary residence 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, 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.

unimproved ☐

This is improved ☒ property, known as **1208 3rd Avenue South, Unit 1, Nashville, TN 37210**

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES 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 GRANTEES, 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 **our hands** this **30th day of April, 2012**.

J2K Builders, LLC

By: Lori Holloway

Lori Holloway, Authorized Agent

State of Tennessee County of Rutherford

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Lori Holloway, with who I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Authorized Agent of J2K Builders, LLC, and that she as such Authorized Agent executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Smyrna, Tennessee, this 30th day of April, 2012.

Commission Expires:6/18/2012

Notary Public

PHILIP ELLIS
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

RETURN TO:
Fearnley & Califf, PLLC
25 Century Blvd
Suite 212
Nashville, TN 37214