WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20120053852 DEEDWARR
Recvd: 07/23/12 11:23 2 pgs
Fees:13.00 Taxes:740.00

20120723-0064405

G-ZR-12-607

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $200,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF July, 2012.

Megan Paulus
Notary Public

MY COMMISSION EXPIRES: 1-9-16
(AFFIX SEAL)

MEGAN PAULUS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

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)
Maxwell Price Sheppard (NAME)	**SAME** (NAME)	**93-13-C-97.00 CO**
600 12th Avenue South, Unit 607 (ADDRESS)	9330 Ingleside Farms South (ADDRESS)	
Nashville, TN 37203 (CITY) (STATE) (ZIP)	Germantown, TN 38139 (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 **EVAN M. WITHERINGTON, UNMARRIED,** hereinafter called the Grantor(s), have bargained and sold, and by these presents do transfer and convey unto **MAXWELL PRICE SHEPPARD, 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:

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS:
UNIT NO. 607 OF ICON IN THE GULCH MID-RISE CONDOMINIUM (THE "UNIT") AND AS ESTABLISHED BY THE MASTER DEED ESTABLISHING ICON IN THE GULCH MID-RISE CONDOMINIUM OF RECORD AS INSTRUMENT NO. 20080423-0041666, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THE ICON IN THE GULCH MID-RISE CONDOMINIUM CONSTITUTES THE MID-RISE UNIT IN THE ICON IN THE GULCH MASTER CONDOMINIUM, AS ESTABLISHED BY THE MASTER DEED ESTABLISHING ICON IN THE GULCH MASTER CONDOMINIUM, OF RECORD AS INSTRUMENT NO. 20080423-0041665, SAID REGISTER'S OFFICE. ALSO CONVEYED HEREWITH IS THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO THE UNIT AS SET FORTH IN EXHIBIT E OF THE MASTER DEED ESTABLISHING ICON IN THE GULCH MID-RISE CONDOMINIUM. REFERENCE IS HEREBY MADE TO THE PLAT OF ICON IN THE GULCH MID-RISE CONDOMINIUM OF RECORD AS EXHIBIT D TO THE MASTER DEED ESTABLISHING ICON IN THE GULCH MID-RISE CONDOMINIUM, FOR A MORE COMPLETE IDENTIFICATION AND DESCRIPTION OF SUCH UNIT.

BEING THE SAME PROPERTY CONVEYED TO EVAN M. WITHERINGTON BY WARRANTY DEED FROM ICON IN THE GULCH, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, RECORDED ON THE 17TH DAY OF JULY, 2009 IN INSTRUMENT NO. 20090717-0067391, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

THIS CONVEYANCE IS SUBJECT TO COUNTY TAXES FOR THE YEAR 2012 AND SUBSEQUENT YEARS; CHARTER OF ICON IN THE GULCH MID-RISE CONDOMINIUM ASSOCIATION, INC. OF RECORD IN INSTRUMENT NO. 20080417-0038885 AND ICON IN THE GULCH MASTER ASSOCIATION OF RECOD IN INSTRUMENT NO. 20080417-0038884; MASTER DEED OF RECORD IN INSTRUMENT NO. 20080423-0041665 AND INSTRUMENT NO. 20080423-0041666; EASEMENTS OF RECORD IN INSTRUMENT NO. 20060224-0021800 AND 20040105-0001338; STORMWATER DETENTION AGREEMENT OF RECORD IN INSTRUMENT NO. 20060224-0021730 AND ANY AND ALL OTHER EXISTING EASEMENTS AND RESTRICTIONS AS SHOWN OF RECORD.

The said Grantee, its heirs, successors and assigns, takes title to the property subject to the following restriction (referred to herein as the "Affordability Requirement") relating to its use, which shall be deemed a covenant running with the land but which shall terminate and be of no further force and effect five (5) years from July 15, 2009 (date of conveyance): the property must be owned by an individual or individuals whose household earnings at the time the individual enters into a binding purchase and sale agreement for the property are eighty percent (80%) or less of the median income for household size for the Nashville, Tennessee area as defined by the Department of Housing and Urban Development ("HUD"), as adjusted manually by HUD, and if rented, the property must be rented by an individual or individuals whose household earnings during the term of the lease are eighty percent (80%) or less of the median income for household size for the Nashville, Tennessee area as defined by HUD, as adjusted annually by HUD. Notwithstanding the foregoing, or anything to the contrary set forth herein, the Affordability Requirement shall be tolled at the time of the holder of a first mortgage (a "holder") acquires the property in the event of foreclosure or pursuant to a deed in lieu of foreclosure. The remaining term of the Affordability Requirement shall begin to run at the time the Holder executes a binding sale and purchase agreement to a subsequent Purchaser or upon the execution of a lease agreement. The Holder must notify MDHA within thirty (30) days of its acquisition of the property. Purchaser, or any Holder or subsequent purchaser, shall require any prospective owner or renter of the property to provide satisfactory evidence of his/her family income to MDHA to ensure that the Affordability Requirement has been met at the time of the execution of a binding sale and purchase agreement or lease for the property. The property is subject to the Affordable Restrictions as provided in the Master Deed of record in Instrument No. 20080423-0041665 and 20080423-0041666, Register's Office for Davidson County, Tennessee.

This is
( ) unimproved
(X) improved
property known as **600 12th Avenue South Nashville, Tennessee 37203**
(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 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 16th day of July, 2012.

Evan M. Witherington

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Evan M. Witherington, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal, this the 16th day of July, 2012.

Notary Public

My Commission Expires: 1/9/2016

(SEAL)

MELISSA HAZEKAMP
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires JAN. 9, 2016

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