BILL GARRETT, Davidson County
Trans:T20120085323 DEEDWARR
Recvd: 11/07/12 15:27 4 pgs
Fees:23.00 Taxes:480.82
20121107-0103007

CASH DEED FOR TENNESSEE

FHA Case No. 483-282903

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

This Indenture, made and entered into this 19th day of October, 2012, by and between Shaun Donovan, The Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and Aubry Dawn Noble and Shea Fawn Edwards , as a Married Couple their 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:

Lot Number 107 on the Plan of Harpeth Valley Park, Section 1, as of record in Book 3600, pages 93 and 94, Register's Office for Davidson County.

Property Address: 600 Harpeth Bend Dr.
Nashville, TN 37221

Owner's Name: Aubry Dawn Noble
Shea Fawn Edwards
Owner's Address: 831 Delmas Avenue

Nashville, TN 37216

Mail Tax Bill to: Owner at Property Address

Parcel No.: 14215002600
THIS DEED IS NOT TO BE IN EFFECT UNTIL: October 19, 2012

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 March 2, 2012, and recorded at Instrument No. 20120409-0029727 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/her/their 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/she 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 17 day of October, 2012, before me the undersigned Notary Public of the State and County aforesaid, appeared George S. Wade III 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: 1-26-14

_____
Notary Public

JACQUELINE YVETTE KING NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 26, 2018

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 $129,950.00, 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 19th day of October, 2012.

My Commission Expires: _____

_____
(Seal)
Notary Public

A. R. TURNER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires JUNE 21, 2016

(Continuation of Special Warranty Deed)

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 40 on the Plan of Rosewood Estates, Section 1, as of record in Book 4955, Page 29, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate description of said lot.
Being the same property conveyed to Hommala Kenesockhamsene and Chantha Chanthathirath, by Warranty Deed recorded May 31, 1996, at Book 10067, Page 584, Register's Office for Davidson County, Tennessee.

Also being further conveyed to JPMorgan Chase Bank, N.A. by Trustee's Deed recorded 9/4/12, instrument no. 20120904-0079690, in the Register's Office of Davidson County, Tennessee.

(Continuation of Special Warranty Deed)

EXHIBIT "B"

Permitted Encumbrances

1. The lien of taxes and assessments for the current year and subsequent years;
2. Matters that would be shown by an accurate survey and inspection of the real estate;
3. All covenants, restrictions, conditions, easements, reservations, rights-of-way, and other matters of record, to the extent valid, subsisting and enforceable;
4. Zoning requirements, statutes, rules, orders, restrictions, regulations and ordinances of governmental agencies or their instrumentalities relating to the real estate, the buildings located thereon, their construction and uses, in force on the date hereof (if any such exist);
5. All roads and legal highways;
6. Rights of parties in possession (if any); and
7. Any licenses, permits, authorizations or similar items (if any) in connection with the conduct of any activity upon the real estate.