CASH DEED FOR TENNESSEE

FHA Case No. 483-334390

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

This Indenture, made and entered into this 26th day of December, 2012, by and between Shaun Donovan, The Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and Brian David Smith, unmarried 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:

See Attached Exhibit A:

Property Address: 2605 Smith Springs Rd.
Nashville, TN 37217

Owner's Name: Brian David Smith

Owner's Address: 2964 Harbor Lights Dr.

Nashville, TN 37217

BILL GARRETT, Davidson County
Trans:T20120100068 DEEDWARR
Recvd: 12/31/12 14:30 3 pgs
Fees:18.00 Taxes:118.40
20121231-0120830

Mail Tax Bill to: Owner at Property Address

Parcel No.: 13500020900

THIS DEED IS NOT TO BE IN EFFECT UNTIL: December 26, 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 October 22, 2012, and recorded at Instrument No. 20121024-0097476 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 HomeTelos, LP, 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: HomeTelos, LP as Asset Manager
Contractor for CAOPC-23632

By: _____
For HUD by:
Authorized Signatory
William Johnson, Closing Manager

State of Tennessee
County of Davidson

On the 20th day of December, 2012, before me the undersigned Notary Public of the State and County aforesaid, appeared William Johnson 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 HomeTelos, LP, 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: 6/18/13

_____
Notary Public

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 $32,000.00, 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 26 day of December, 2012.

My Commission Expires: 11-4-13

_____
(Seal)
Notary Public

CARI ALLEN
NOTARY PUBLIC
STATE OF TENNESSEE
COMM. EXP. 11-4-13
DAVIDSON COUNTY

EXHIBIT A

A parcel of Land in the 2nd Civil District of Davidson County, Tennessee, being part of Lot No. 3 in the plan of division of the real estate of John Estes, deceased, and described according to the survey of George W. Watkins, dated July 16, 1950.

Beginning at a point in the center line of Smith Springs Road, said point being 140.0 feet southeasterly from the intersection of said center line with the southerly margin of Old Smith Springs Road; thence South 45 deg. 15' West 535.3 feet to an iron pin; thence South 87 deg. 30' East 160 feet to an iron pin; thence North 37 deg. 30' East 439.7 feet to a point in the center line of Smith Springs Road; thence with said center line northeasterly 60 feet to the point of beginning.

Included in the above description but expressly excluded from this conveyance is the following tract of land conveyed to Metropolitan Government of Nashville & Davidson County, Tennessee, of record in Book 8235, Page 828:

Beginning at a point on the existing south right-of-way of Smith Springs Road on the common line of Davis and William Dewey Arterburn, said point begin 20.5' south of center line survey station 79 + 34 and proceeding as follows:

1. Eastwardly with the existing south right of way line of Smith Springs Road a distance of 64' to a point on the common line of Davis and Randall W. Gannon, said point being 17' south of center line survey station 79 + 98; thence,
2. Southwardly with the line between Davis and Gannon a distance of 8' to a point on the new south right of way line of Smith Springs Road; thence,
3. With a line 25' south of and parallel to the center line N 50°51'00" W 48.49; thence,
4. With a 3447.23' radius curve to the left a distance of 14.51' to a point on the common line of Davis and Arterburn; thence,
5. Northwardly with the line between Davis and Arterburn a distance of 4.5' to the point of beginning and containing 400 square feet or 0.01 of an acre more or less (acreage not warranted).