**Prepared By & Return To:**
Tennessee Title Services, LLC
6 Cadillac Drive, Suite 100
Brentwood, TN 37027
12-0900

BILL GARRETT, Davidson County
Trans:T20130024901 DEEDWARR
Recvd: 03/27/13 14:18 3 pgs
Fees:18.00 Taxes:577.20
20130327-0030178

STATE OF TENNESSEE
COUNTY OF Williamson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $156,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th day of March, 2013

Notary Public
Commission Expires:

CHRIS MULE' NOTARY PUBLIC STATE OF TENNESSEE WILLIAMSON COUNTY My Commission Expires 01-18-2016

| Address of New Owner | Send Tax Bills To: | Map & Parcel |
|---|---|---|
| Nathan Steele<br>411 Scott Avenue<br>Nashville, TN 37206 | Pinnnacle Bank<br>150 3rd Avenue South Suite 900<br>Nashville, TN 37201 | 083-02-0-257.00 |

# WARRANTY DEED

FOR AND IN 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, I/WE,

**Olivia J. Dunkle**

HEREINAFTER REFERRED TO AS THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

**Nathan Steele, an unmarried man**

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 part of Lots Nos. 1 and 2 on the unrecorded plan of Resubdivision of Lots Nos. 16 and 17 on the original plan of Brownsville, of record in Book 21, Page 9, Register's Office for Davidson County, Tennessee, described as follows:

Said part of Lots Nos. 1 and 2 on the unrecorded plan of a Resubdivision of Lots Nos. 16 and 17 on the original plan of Brownsville, front 50 feet on the westerly margin of Scott and extends back 155 feet to a deal line which measures 50 feet.

BEING the same property conveyed to Olivia J. Dunkle by Quitclaim Deed from Brian Breagel dated 8/22/12 and recorded 9/21/12 in Instrument Number 20120921-0086253; and the same property previously conveyed to Olivia J. Dunkle, a single person, and Brian Breagel, tenants in common with rights of survivorship, by Warranty Deed from Elise L. Moore, married, dated 12/17/07 and recorded 12/26/07 in Instrument No. 20071226-0147038, Register's Office for Davidson County, Tennessee.

Power of Attorney of record for Elise L. Moore, dated 10/17/07 and recorded 12/26/07 in Instrument No. 20071226-0147037, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO: (1) all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record; (2) any and all applicable governmental and/or zoning regulations; (3) taxes which have been pro-rated as of the date of closing and assumed by the Grantee herein.

THIS CONVEYANCE IS ALSO MADE SUBJECT TO THE MATTERS AS SET FORTH IN EXHIBIT B AS ATTACHED HERTO AND MADE A PART HEREOF BY REFERENCE THERETO.

The foregoing legal description is the same as contained in the resource of title shown above.

This is improved property known as: 411 Scott Avenue, Nashville, TN 37206.

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 so 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 uses, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Dated this the 15th day of March, 2013.

Olivia J. Dunkle

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Olivia J. Dunkle** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, Tennessee this 15th day of March, 2013.

Notary Public
My Commission Expires: _____

CHRIS MULE'
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 01-18-2016

(Notary Seal)

EXHIBIT B

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.