Return To:

FOUNDATION
TITLE AND ESCROW, LLC
[redacted] N. Mt. Juliet Rd., Ste. C
Mt. Juliet, TN 37122

2672

BILL GARRETT, Davidson County
Trans:T20130026891 DEEDWARR
Recvd: 04/03/13 10:36 2 pgs
Fees:13.00 Taxes:808.45

20130403-0032795

WARRANTY DEED

SUSAN L. HEINRICH
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

STATE OF TENNESSEE
COUNTY OF Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $218,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29th day of March, 2013

Notary Public

MY COMMISSION EXPIRES: 8/29/2014
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Foundation Title & Escrow Series, LLC, 450 St. Andrews Drive, Suite C, Murfreesboro, TN 37128

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Chad Conrad Shirar	Pinnacle Bank	126160A67600CO
(NAME)	(NAME)	
1309 Westvale Drive	150 3rd Avenue South, Suite 900	
(ADDRESS)	(ADDRESS)	
Nashville, TN 37221	Nashville, TN. 37201	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

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, Jason B. Osborn and wife, Ingrid S. Osborn, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **Chad Conrad Shirar and Misty M. Shirar, husband and wife**, 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 Lot 591, as shown on the map entitled Final Plat Parkview at Riverwalk, Phase 2, of record as Instrument No. 20061101-0135728, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Jason B. Osborn and wife, Ingrid S. Osborn, by Warranty Deed from Marlin C. Chapman and wife, Cindy D. Chapman and Chris W. Steward and wife, Sherry O. Steward dated March 16, 2009 of record in Instrument No. 20090318-0024240, Register's Office of Davidson County, Tennessee.

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 of 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.**

This conveyance is subject to (a) all restrictions of record; (b) all easements of record; (c) all visible easements; (d) all matters appearing on the plan(s) of record; and (e) all matters referenced in the master deed and by-laws; and (f) all applicable government and zoning regulations.

unimproved ☐
This is improved ☒ property, known as 1309 Westvale Drive, Nashville, TN 37221

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, has 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 28 day of **March, 2013**

Jason Osborn

Ingrid Osborn

STATE OF FLORIDA
COUNTY OF DUVAL

Personally appeared before me, the undersigned authority, **Jason Osborn and Ingrid Osborn**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledge that she/he/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 28th day of **March, 2013**

LYDIA ANNE BRUSH
MY COMMISSION # DD 954483
EXPIRES: February 12, 2014
Bonded Thru Notary Public Underwriters

Lydia Anne Brush
Notary Public

My commission expires: 2/12/2014