RECORD AND RETURN TO:
Mitchell A. Watts, Attorney
2400 Crestmoor Road #102
Nashville, TN 37215

BILL GARRETT, Davidson County
Trans:T20130030846 DEEDWARR
Recvd: 04/16/13 08:29 3 pgs
Fees:18.00 Taxes:425.50
20130416-0037443

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $115,000.00

Affiant

WARRANTY DEED

Subscribed and sworn to before me, this 11TH DAY OF APRIL, 2013.

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

My Commission Expires OCT 21, 2013

THIS INSTRUMENT WAS PREPARED BY
Birthright Title & Escrow, LLC
515 Rivergate Parkway, Ste. 111
Goodlettsville, TN 37072

ADDRESS NEW OWNER(S) AS FOLLOWS: (NAME)	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David E. Lackey, unmarried	Pinnacle Bank	06110003900
	(NAME)	
3899 Hutson Avenue	150 3rd Ave,, South, Ste. 900	06110003900
(ADDRESS)	(ADDRESS)	
Nashville, TN 37216	Nashville, TN 37201	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, we James L. Moffat, III, a single person, hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto David E. Lackey, unmarried, hereinafter called the Grantees, their heirs and assigns, that certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE, described as follows, to wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 189 ON THE PLAN OF MAPLEWOOD HEIGHTS SECOND SUBDIVISION, OF RECORD IN BOOK 547, PAGES 103 AND 104, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERNCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION OF SAID LOT,

BEING THE SAME PROPERTY CONVEYED TO JAMES. L. MOFFAT, III, A SINGLE PERSON BY WARRANTY DEED FROM JIMMIE B. CROWELL AND WIFE, PERLITA R. CROWELL, OF RECORD BY INSTRUMENT NO. 20020607-0069300, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

THIS CONVEYANCE IS SUBJECT TO TAXES FOR THE YEAR 2013 AND SUBSEQUENT YEARS. AND

SUBJECT TO EXHIBIT "A"

This conveyance is subject to any and all existing easements and restrictions as shown of record.

unimproved ( )
This is improved (X) property, known as 3899 Hutson Avenue, Nashville, TN 37216
(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 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, 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 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 11th day of April, 2013.

WARRANTY DEED
(Continued)

James L. Moffat, III

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, James L. Moffatt, III, a single person, the herein bargainor(s), 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 11th day of April, 2013.

Notary Public

My Commission Expires: 11-3-15

MARY BIRTHRIGHT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

(SEAL)

RETURN TO:
Birthright Title & Escrow, LLC
515 Rivergate Parkway, Ste. 111
Goodlettsville, TN 37072

EXHIBIT "A"

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.