WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20130031738 DEEDWARR
Recvd: 04/18/13 09:06 3 pgs
Fees:18.00 Taxes:443.63

20130418-0038474

State of Tennessee)
County of Davidson)

G#24418-2

The actual consideration or value, whichever is greater, for this transfer is **$119,900.00**

Affiant

Subscribed and sworn to before me, this the 12th day of April, 2013.

Notary Public

My commission expires: 9-8-13

(AFFIX SEAL)

MEMORIE WHITE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

THIS INSTRUMENT WAS PREPARED BY
John T. Cook, P.C.
2927 Berry Hill Drive, Nashville, TN 37204-3126

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers
Vetrual Duckett	**Pinnacle Bank**	**150140C00700CO**
3125 Shady Tree Lane	**150 3rd Avenue South, Ste 900**	
Antioch, TN 37013	**Nashville, TN 37201**	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

Craighead Development, LLC, a Tennessee limited liability company

HEREINAFTER CALLED THE GRANTOR, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO

Vetrual Duckett, a single woman

HEREINAFTER CALLED THE GRANTEE, HER 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 No. 260 on the Final Plat of Fawn Crossing (formerly Moss), Cluster Lot Subdivision, Section One, a Planned Unit Development, as of record in Instrument No. 20070911-0108856 and Certificate of Correction in Instrument No. 20070917-0111418, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

BEING part of the same property conveyed to Craighead Development, LLC, a Tennessee limited liability company, by Special Warranty Deed dated April 4, 2011, from Avenue Bank, of record in Instrument No. 20110408-0027415, Register's Office for Davidson County, Tennessee.

THE conveyance of the above described parcel of land is subject to the following:

1) **Taxes for the current year which have been prorated and assumed by the Grantee herein, and subsequent years not yet due and payable;**

2) **All matters shown on the Plan of record in Instrument No. 20070911-0108856 and Certificate of Correction in Instrument No. 20070917-0111418, said Register's Office;**

3) **Declaration of Covenants, Conditions, and Restrictions and By-Laws of Fawn Crossing, of record in Instrument No. 20080325-0030024, Register's Office for Davidson County, Tennessee;**

4) **Charter of Fawn Crossing Owner's Association, Inc., of record in Instrument No. 20071113-0132619, Register's Office for Davidson County, Tennessee;**

5) **Storm Water Detention Agreement of record in Instrument No. 20051005-0119710, Register's Office for Davidson County, Tennessee;**

6) **Conveyance of Easement to Tennessee Telephone Company dba TDS Telecom, of record in Instrument No. 20060707-0081731, and Release of Public Utility Easements, of record in Instrument No. 20070306-0027599, said Register's Office;**

7) **Agreement for Dedication of Easement for Public Right of Way of record in Instrument No. 20060830-0107233, Register's Office for Davidson County, Tennessee; and,**

8) **Restrictive Covenants for Fawn Crossing, Section One, Lots 254, 257 through 266, 270, and 273 through 279, of record in Instrument No. 20100708-0053564, Register's Office for Davidson County, Tennessee.**

This is improved property, known as: **3125 Shady Tree Lane, Antioch, TN 37013**.

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 GRANTOR does covenant with the said GRANTEES that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same in unencumbered unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its successors and assigns, 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 its hand by its duly authorized officer this 12th day of April, 2013.

Craighead Development, LLC, a Tennessee limited liability company

By: _____
Carl A. Neuhoff, Jr. Assistant Chief Manager

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of said County and State, personally appeared **Carl A. Neuhoff, Jr.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the **Assistant Chief Manager** of **Craighead Development, LLC**, the within named bargainor, a Tennessee limited liability company, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by the said **Carl A. Neuhoff, Jr.**, as **Assistant Chief Manager.**

Witness my hand, at office at Nashville, Tennessee, this **12th** day of **April, 2013.**

_____
Notary Public

My Commission Expires: May 5, 2015

KATHERINE GOODSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN

Return To:
Fearnley, Martin & McDonald
25 Century Blvd, #212
Nashville, TN 37214

20130321

Declaration of Restrictive Covenants

This Declaration of Restrictive Covenants (the "Restrictive Covenants") is made and entered into as of the 12th day of April, 2013, by Vetrual Duckett (the "Borrower(s)").

WHEREAS, the Borrower(s) has/have purchased a home, together with certain real property known as 3125 Shady Tree Lane (the "Property Address) in Antioch, TN as described in Exhibit A, attached hereto.

WHEREAS, pursuant to that certain warranty deed from Craighead Development, LLC (the "Seller") to Borrower(s), which is recorded contemporaneously herewith in Instrument No. _____ in the Register's Office for Davidson County, TN, the Borrower(s) is/are the sole owner(s) of said real property.

NOW THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the undersigned Borrower(s) does/do hereby establish and agree to be bound by these Restrictive Covenants, which shall run with the land and be binding on Borrower(s) for a period of five (5) years from the date of recording of the deed, as follows:

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, and amount equal to 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), (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.

In witness whereof, the undersigned Borrower(s) has/have caused these Restrictive Covenants to be executed as of the year and date first above written.

Borrower(s):

Vetrual Duckett

Vetrual Duckett

STATE OF TENNESSEE; COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public of said County and State, **Vetrual Duckett**, the within named Grantor(s), with whom I an personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this the 12th day of April, 2013.

My Commission expires: 09/08/2013

Notary Public

MEMORIE WHITE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY