BILL GARRETT, Davidson County
Trans:T20130048992 DEEDWARR
Recvd: 06/11/13 15:08 3 pgs
Fees:18.00 Taxes:315.73
20130611-0059492

CASH DEED FOR TENNESSEE

FHA Case No. 483-382699

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

This Indenture, made and entered into this 29th day of May, 2013, by and between Shaun Donovan, The Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and Joshua T. Simon, 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: 1509 Jones Ave.
Nashville, TN 37207

Owner's Name: Joshua T. Simon

Owner's Address: 201 Treutland Ave.

Nashville, TN 37206

Mail Tax Bill to: Owner at Property Address

Parcel No.: 07112023200

THIS DEED IS NOT TO BE IN EFFECT UNTIL: May 29, 2013

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 January 16, 2013, and recorded at Instrument No. 20130322-0028403 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 Ofori & Associates, PC, 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: Ofori & Associates, PC

By: _____
Authorized Signatory

State of GA
County of Fulton

On the 28 day of May, 2013, before me the undersigned Notary Public of the State and County aforesaid, appeared George S. Wade II 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 Ofori & Associates, PC, 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: 3/14/17

TERRI V. JAMES NOTARY PUBLIC DEKALB CO., GEORGIA MY COMMISSION EXPIRES MAR 14 2017

_____
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 $85,333.00, 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 29 day of May, 2013.

My Commission Expires: 11-4-13

_____
(Seal)
Notary Public

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

EXHIBIT A

Being the northwest part of Lot No. 158 on the Plan of Victory Heights, as of record in Book 1130, Page 97, Register's Office for Davidson County, Tennessee.

Beginning at a point in the easterly margin of Jones Avenue at the corner of Lots Nos. 158 and 159; thence with the line between said lots easterly 150 feet to an iron pin; thence northerly 58.5 feet to an iron pin in the southerly margin of Oneida Avenue; thence with the margin of the same, westerly 102.25 feet to a point and continuing with the margin of the same, westerly 22.5 feet to the beginning of a curve; thence around said curve, southwesterly 37.11 feet to the easterly margin of Jones Avenue; thence with the margin of the same southerly 50 feet to the point of beginning.