# CASH DEED FOR TENNESSEE

Davidson County DEEDWARR
Recvd: 07/29/13 10:50 3 pgs
Fees:18.00 Taxes:691.90
20130729-0078415

FHA Case No. 483-368011-1

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

**This Indenture,** made and entered into this 26th day of July, 2013, by and between Shaun Donovan, The Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and Ericka Payne and James Payne, Married and Linda Payne, Married, their 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:

BEING LOT NUMBER 492 ON THE PLAN OF FINAL PLAT RIVERWALK PHASE 2B AS SHOWN ON PLAT OF RECORD IN PLAT INSTRUMENT NUMBER 20041020-0126319, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

Property Address: 1009 Riverspring Drive
Nashville, TN 37122

Owner's Name: Ericka Payne
James Payne
Owner's Address: 516 Riverway Cove Lane

Old Hickory, TN 37138

Mail Tax Bill to: Owner at Property Address

Parcel No.: 126160A35700CO
**THIS DEED IS NOT TO BE IN EFFECT UNTIL:** July 26, 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 September 14, 2012, and recorded at Instrument No. 20130211-0013673 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 Georgia
County of Fulton

On the 25 day of July, 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 COUNTY, 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 $187,000.00, 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 26th day of July, 2013.

My Commission Expires: _____

A. R. TURNER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires JUNE 21, 2016

_____
(Seal)
Notary Public

Certificate of Authenticity

I, A R Turner, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

A R Turner
Signature

State of Tennessee
County of Davidson

Personally appeared before me, Penny Allison, a notary public for this county and state, A R Turner who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

PENNY ALLISON
STATE OF TENNESSEE
NOTARY PUBLIC
SUMNER COUNTY

My Commission Expires: 3/28/15.