REGISTER'S USE ONLY:

BILL GARRETT, Davidson County
Trans:T20130073167 DEEDWARR
Recvd: 08/23/13 13:59 3 pgs
Fees:18.00 Taxes:351.50

20130823-0089321

LORI BUIE
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

OATH: I, the undersigned affiant, do hereby swear or affirm that the actual consideration for transfer or the value of the property being transferred, whichever is greater, is $95,000.00.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THE UNDERSIGNED THIS 21st DAY OF August, 2013.

SEAL

NOTARY PUBLIC
COMMISSION EXPIRES: 9/21/15

THIS INSTRUMENT PREPARED BY:
R. W. Hardison, Esq.
Hardison Law Office, PLLC
506 N. High Street
P. O. Box 1967
Columbia, TN 38402-1967

SEND TAX BILLS TO:
New Owner

NEW OWNER:
Donna R. Carney
3900 Parks Retreat Drive
Antioch, TN 37013

GENERAL WARRANTY DEED

This indenture is made and entered into this 21st day of August, 2013 between CHERYL HAYS (hereinafter referred to as "GRANTOR") and DONNA R. CARNEY (hereinafter referred to as "GRANTEE").

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, cash in hand paid, Grantor does by these presents, sell, transfer and convey unto grantee, the following described tract or parcel of real property:

SITUATE in the NINETEENTH (19TH) Civil District of Davidson County, Tennessee and being more particularly described as follows:

Unit 10B of the Park Place Subdivision, A Planned Unit Development (Private Element), Phase One, as shown the Exhibit "E" to the Master Deed and By-Laws as set forth in Instrument No. 20010214-0014161 as re-recorded in Instrument No. 20010702-0069590 and as amended in Instrument No. 20011019-0114191 as re-recorded in Instrument No. 20011212-0136927, and further amended in Instrument No. 2011115-0089064 the Davidson County, Tennessee Register of Deeds office, which are incorporated herein by reference for a more complete property description.

BEING the same property conveyed to Cheryl Hays by instrument of record in Instrument No. 20071009-0120137 in the Davidson County, Tennessee Register of Deeds office.

Tax Parcel # 175.04-0A-028.00-CO

Property Address: 3900 Parks Retreat Drive, Antioch, TN 37013

In the event of a discrepancy between the property address and the legal description, the legal description shall control.

The above-described property is the same property contained in the prior deed and no new survey is available.

To have and to hold the above-described tract or parcel of real property, together with all rights, titles, interests, easements, appurtenances, and hereditaments thereto appertaining, to Grantee, its heirs and assigns forever in fee simple.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed in fee simple of the above-described tract or parcel of real property, that Grantor has the full, good and lawful right and authority to sell, transfer and convey the same, and that the above-described tract or parcel of real property is unencumbered, except for Retention Language as show on **EXHIBIT "A** and easements and/or restrictions, if any, of record in the Davidson County, Tennessee Register of Deeds office.

And, Grantor does warrant, and hereby binds its successors to title, to forever defend the title to the above-described tract or parcel of real property against the lawful claims of all persons whatsoever, unto Grantee, its heirs and assigns.

In Witness Whereof, Grantor has set its hand(s) the date first above-written.

Cheryl Hays

CHERYL HAYS

STATE OF ~~TENNESSEE~~ KENTUCKY

COUNTY OF ~~MAURY~~ JEFFERSON

Before me, the undersigned, a Notary Public in and for the aforesaid state and county, personally appeared **Cheryl Hays**, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged that the foregoing instrument was executed for the purposes contained therein.

Witness my hand and seal in ~~Columbia~~ Louisville, Kentucky, ~~Tennessee~~ this 21st ~~24th~~ day of August, 2013.

NOTARY PUBLIC

Commission Expires: July 28, 2017



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.