This Instrument Prepared by and Return to:
Bell & Alexander Title Services, Inc.
8110 Isabella Lane, 2nd Floor
Brentwood, TN 37027

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater is $182,750.00.

Affiant

Subscribed and sworn before me this the 11th day of April, 2014.

Notary Public
My commission expires: 6/26/2016

LAURA JANE SHOUN STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

WARRANTY DEED

Address of New Owner:	Send Tax Bill to:	Tax Information:
Walter Newborn	Pinnacle Bank	183-05-0A-191.00 CO
400 Chaney Road #1113	150 3rd Avenue South, Suite 900	
Smyrna, TN 37167	Nashville, TN 37201	

For and in consideration of the sum of ten and no/100 dollars ($10.00), cash in hand paid by the hereinafter Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, MARY GALLAGHER, UNMARRIED, hereinafter referred to as Grantors, have bargained and sold, and do hereby transfer and convey to WALTER NEWBORN, JR., A SINGLE MAN, AND JESSICA MALONE, A SINGLE WOMAN, hereinafter called the Grantees, their successors and assigns, a certain tract or parcel of land, together with all tenements, hereditaments and appurtenances thereto located in Davidson County, State of Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 362 on the Plan of October Woods, Phase Three, Section Six, of record in Plat Book 7900, page 909 and amended in Book 9700, page 915, said Register's Office, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Mary Gallagher, Unmarried, by Warranty Deed from Harry S. Vickous and wife, Della Vickous, dated March 21, 2007, of record in Instrument No. 20070323-0035419, Register's Office for Davidson County, Tennessee.

Subject to all Easements and Restrictions of record.

THIS IS __X__ IMPROVED ____UNIMPROVED PROPERTY KNOWN AS 4233 October Woods Drive, 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, successors and/or assigns, forever. Grantors covenant with Grantees that Grantors 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. Grantors do further covenant and bind ourselves, our heirs, successors, assigns and representatives, to warrant and forever defend the title to said land to said Grantees, their successors, 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 hand this the 11th day of April, 2014.

Mary Gallagher by Barry Gordon
her Attorney-in-fact

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her Attorney-in-fact

BILL GARRETT, Davidson County
Trans: T20140025053 DEEDWARR
Recvd: 04/14/14 12:10 3 pgs
Fees: 18.00 Taxes: 676.18
20140414-0030978

STATE OF TN
COUNTY OF Williamson

On this 11 day of April 2014, before me, the undersigned Notary Public in and for said County and State, personally appeared Barry Golden with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of Mary *Gallagher, by Specific Power of Attorney dated 4/3/14, and who acknowledged that he executed the same as the free act and deed of Mary Jean Gallagher.

Witness my hand and official seal this 11 day of April 2014.

*Jean

My Commission Expires: 6/26/2016

Notary Public

LAURA JANE SHOUN
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

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.