RECORD AND RETURN TO:
Harpeth Escrow, LLC
117 Two Mile Pike
Goodlettsville, TN 37072

WARRANTY DEED

JESSICA KIMBRO
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $120,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21ST DAY OF APRIL, 2014.

Notary Public

MY COMMISSION EXPIRES: 12-23-14
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Advantage Title and Escrow, 3325 Aspen Grove Drive, Franklin, TN 37067

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kyla Claiborne	Pinnacle Bank	108-16-0-199.00
(NAME)	(NAME)	
1015 Pleasant View Drive	150 3rd Avenue South, Suite 900	
(ADDRESS)	(ADDRESS)	
Nashville, TN 37214	Nashville, TN 37201	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Jordan Thomas Smith and wife, Chelsea Brianne Smith, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Kyla Claiborne, a single woman, HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Being Lot 33-B on the plan of Zone Division of Lots 32, 33, 36 and 37 of Section One, Percey Priest Woods, as of record in Book 5200, Page 472, amended in Book 5200, Page 718, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description.

Being the same property conveyed to Jordan Thomas Smith and wife, Chelsea Brianne Smith, by deed of record in Instrument Number 20100909-0071865, Register's Office for Davidson County, Tennessee.

Subject to all matters as shown on Plan of Section One, Percey Priest Woods of record in Book 5200, Page 472, amended in Book 5200, Page 718, Register's Office for Davidson County, Tennessee. Restrictive Covenants of record in Book 5984, Page 865, Book 6020, Page 270, Book 6097, Page 11 and Book 5200, Page 718, Register's Office for Davidson County, Tennessee.

See attached Exhibit "A" which is considered part of this deed of conveyance

unimproved ☐

This is improved ☒ property, known as 1015 Pleasant View Drive, Nashville, TN 37214
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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 we do covenant with the said GRANTEES that we 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; and we do further covenant and bind ourselves, our heirs and representatives, 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.

BILL GARRETT, Davidson County
Trans:T20140028276 DEEDWARR
Recvd: 04/25/14 09:39 3 pgs
Fees:18.00 Taxes:444.00
20140425-0034828

Witness our hands this 21st day of April, 2014.

Jordan Thomas Smith

Chelsea Brianne Smith

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jordan Thomas Smith and Chelsea Brianne Smith, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Franklin, Tennessee this 21st day of April, 2014.

Commission expires:

Notary Public

KASEY KELCHNER
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
My Commission Expires 01-24-2017

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.