Prepared by:
Centennial Title Company, Inc.
30 Burton Hills Blvd., #165
Nashville, TN 37215

Prepared by:
Record and Return to:
Chapman & Rosenthal Title, Inc.
2002 Richard Jones Rd., Ste 203-A
Nashville, TN 37215

File #14-1118

BILL GARRETT, Davidson County
Trans:T20140035335 DEEDWARR
Recvd: 05/21/14 09:05 3 pgs
Fees:18.00 Taxes:684.50
20140521-0043599

# WARRANTY DEED

**FOR AND IN CONSIDERATION** of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Michael D. Smith, married**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Peter Jones, unmarried**, hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

Land in Davidson County, Tennessee, being Unit No. 2025, together with the appurtenant interest in the common elements of Fairsted Park Condominiums, a horizontal property regime established by Master Deed, of record in Instrument No. 20021121-0145225, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Site Plan attached as Exhibit "C" to the aforementioned Master Deed and being located upon Lot No. 2 on the Plan of Resubdivision of Woman's Club of Nashville of record in Plat Book 6200, page 383, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Michael D. Smith, unmarried, by deed from Fairsted Partners, A Tennessee General Partnership, dated February 28, 2003, of record as Instrument No. 20030306-0029864, Register's Office for Davidson County, Tennessee.

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

The property conveyed herein is subject to matters shown on the recorded plan, and to applicable easements and restrictions of record, and Property Taxes for the current year.

The subject property has not been the residence of the grantor's spouse or issue.

**This is improved property, known as: 2025 Stokes Lane, Nashville, TN, 37215.**

**TO HAVE AND TO HOLD** the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever. Grantor covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has good right to convey it, and the same is unencumbered, unless otherwise herein set out. Grantor further covenants and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's 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 THE EXECUTION HEREOF** this 19th day of May, 2014.

Michael D. Smith

State of Tennessee )
County of Davidson )

On this 19th day of May, 2014, before me the undersigned, a Notary Public in and for said County and State, personally appeared before me the within named Michael D. Smith, the bargainor(s), to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

Notary Public

My Commission Expires: 5-8-17

DAVIDSON COUNTY, TN
KENNETH M. BALLEW
STATE OF TENNESSEE NOTARY PUBLIC

State of Tennessee )
County of Davidson )

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $ 185,000.00.

Affiant

Sworn and subscribed before me on this the 19th day of May, 2014.

Notary Public

My Commission Expires: 5-8-17

DAVIDSON COUNTY, TN
KENNETH M. BALLEW
STATE OF TENNESSEE NOTARY PUBLIC

| NEW OWNER: | RESPONSIBLE FOR TAX PAYMENT: | TAX MAP-PARCEL #: |
|---|---|---|
| Peter Jones<br>2025 Stokes Lane<br>Nashville, TN 37215 | New Owner | 117-7-M-43 |

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.

**Property Address: 2025 Stokes Lane, Nashville, TN, 37215**