BILL GARRETT, Davidson County
Trans:T20140035449 DEEDWARR
Recvd: 05/21/14 10:46 3 pgs
Fees:18.00 Taxes:444.00
20140521-0043728

CASH DEED FOR TENNESSEE

FHA Case No. 483-411027

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

This Indenture, made and entered into this 16th day of May, 2014, by and between Shaun Donovan, The Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and Tsehaye Y. Teshome , Unmarried her 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:

Land in Davidson County, Tennessee, being Lot No. 383 on the Plan of Forest View Park, Section 2, as of record in Book 3842, Page 238, Register's Office for said county. Said lot begins on the south margin of Anderson Road at a corner of Lots Nos. 382 and 383; thence south with the line between those lots 166.27 feet; thence westerly along the rear of Lot 383, 138.63 feet to a monument; thence north with the east margin of an unnamed street with a slight curve 89.77 feet to a monument; thence around a curve, northeasterly 39.27 feet to a monument in the south margin of Anderson Road; thence east with the margin of the road, 85.06 feet to the beginning.

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

Property Address: 2925 Anderson Road
Nashville, TN 37217

Owner's Name: Tsehaye Y. Teshome

Owner's Address: 2925 Anderson Rd
Nashville, TN 37217

Mail Tax Bill to: Owner at Property Address

Parcel No.: 15005007900

THIS DEED IS NOT TO BE IN EFFECT UNTIL: **May 16, 2014**

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 August 16, 2013, and recorded at Instrument No. 20140204-0009726 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 PEMCO Limited, 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: PEMCO Limited

By: _____
Authorized Signatory

State of Georgia
County of Fulton

On the 2 day of May, 2014, before me the undersigned Notary Public of the State and County aforesaid, appeared Camilla Lowe 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 PEMCO Limited, 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: 2/7/2015

Notary Public

NICHOLAUS A. RICE
FULTON COUNTY, GEORGIA
NOTARY PUBLIC
MY COMMISSION EXPIRES
FEBRUARY 7TH, 2015

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 $120,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

C. Walsh
Affiant

May SB

Subscribed and sworn to before me this 10th day of May, 2014.

My Commission Expires: 6-13-2017

(Seal)
Notary Public

S. J. BEAUBOUEF
STATE OF TENNESSEE
NOTARY PUBLIC
WILSON 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.