Prepared by:
Record and Return to:
Chapman & Rosenthal Title, Inc.
1820 Westgate Circle, Suite 150
Brentwood, TN 37027

BILL GARRETT, Davidson County
Trans:T20140036037 DEEDWARR
Recvd: 05/22/14 14:21 2 pgs
Fees:13.00 Taxes:732.23
20140522-0044352

WARRANTY DEED

TARA JONES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $197,900.00

AFFIANT

My Commission Expires September 9, 2014

SUBSCRIBED AND SWORN TO ME ON THE 19TH DAY OF MAY, 2014.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

THIS INSTRUMENT PREPARED BY
Jim R. Vanderpool, P.C., 256 Seaboard Lane, G-104, Franklin, TN 37067
file # 14-6834P KUBICHAR

ADDRESS OF NEW OWNER	SEND TAX BILLS TO (If left blank please use the address of the new owner)	MAP-PARCEL
Kris Kubichar	New owner	161-09-0A-011.00 CO
4711 Brighton Village Drive		
Nashville, TN 37211		

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

FARRAH BEACH, A SINGLE PERSON

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO:

KRIS KUBICHAR, UNMARRIED

HEREINAFTER CALLED THE GRANTEES, THEIR 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 Townhome Unit No. 4711 (a/k/a Unit No. 14) as set forth in the Master Deed establishing Brighton Village, Phase I, a form of ownership and use in the manner provided under the provisions of Tennessee Code Annotated, Title 66, Chapter 27, Section 101, et seq., as amended, of record as Instrument No. 20080117-0005582 as amended by Instrument No. 20080808-0081965 in the Register's Office for Davidson County, Tennessee; said Unit also being shown as part of Exhibit "E" to said Master Deed.

Being the same property conveyed to Farrah Beach, a single person by Warranty Deed from Regent Homes, LLC, a Tennessee Limited Liability Company, recorded on the 1st day of December, 2008 in Instrument No. 20081201-0116470, in the Register's Office of Davidson County, Tennessee.

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.

This Conveyance is subject to the matters set forth below, if any, as well as (1) all applicable zoning ordinances (2) utility, sewer, drainage, and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record (as may be amended or supplemented), (4) building restrictions, and (5) all other matters of public record.

a. County of Davidson taxes for the year 2014 and thereafter, not yet due and payable.

b. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et seq.

c. Restrictions, dedications, conditions, reservations, easements and other matters attached on the plat attached to MASTER DEED ESTABLISHING BRIGHTON VILLAGE, as recorded in Instrument No. 20080117-0005582, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

d. Conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other provisions contained in or incorporated by reference into the Master Deed establishing BRIGHTON VILLAGE Condominium of record in Instrument No. 20080117-0005582 , as amended by instrument(s) of record in Instrument No. 20080808-0081965; also subject to easements, rights and interests in favor of other unit owners, and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and building thereon.

e. Easement for Sanitary Sewer, Storm Drainage, Water Mains, Pumps and Appurtenances, recorded in Instrument No. 20071121-0136402.

f. Easement for Driveway as disclosed in Deeds, recorded in Book 7233, Page 438 and Book 7416, Page 47.

g. Matters shown on Boundary & Topographic Survey of the Zachary Rucker, Sr. Property by Hornton & Associates, Inc., Jeffrey K. Kimbro, TN RLS No. 1756, last revised March 1, 2004, including a 20 foot wide sanitary sewer easement crossing the subject property along Edmondson Pike and encroachment by a rock wall and concrete driveway onto adjoining property to South.

h. Application to combine parcels of record at Instrument No. 20071128-0137905.

i. Agreement for Dedication of Easement for Sanitary Sewer and/or Storm Drainage as set forth in instrument recorded in Book 7520, Page 908 and Instrument No. 20061027-0133575.

j. Agreement Regarding Sewage Soil Absorption System recorded in Book 7230, Pages 136 and 137.

k. Stormwater Detention Agreement recorded at Instrument No. 20061027-0133549.

This is improved property known as 4711 Brighton Village Drive, Nashville, TN 37211

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(S), their heirs and/or assigns forever; and we do covenant with the said GRANTEE(S) 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 GRANTEE(S), their heirs and/or 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 on the 19th day of May, 2014.

Farrah Beach

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, FARRAH BEACH, the bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Franklin, Tennessee, this 19th day of May, 2014.

Notary Public

My Commission Expires:

JIM R. VANDERPOOL
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 03-27-2016