WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20140037315 DEEDWARR
Recvd: 05/29/14 08:52 3 pgs
Fees:18.00 Taxes:569.87
20140529-0046004

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $154,020.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16TH DAY OF MAY, 2014.

Notary Public

GREG FAIRBEND NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires NOV. 6, 2017

MY COMMISSION EXPIRES: 11.6.17
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
MICHAEL J. PHILBIN, P.C., 2021 Richard Jones Road, Suite 220, Nashville, TN 37215

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Molly Breen	Pinnacle Bank	097020A31400CO
(NAME)	(NAME)	
1249 Riverbrook Drive	150 3rd Avenue South Suite 900	
(ADDRESS)	(ADDRESS)	
Hermitage, TN 37076	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, Beazer Homes Corp., a Tennessee Corporation, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Molly Breen, Unmarried, 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:

Land in Davidson County, Tennessee, being Lot No. 314 on the plan of Villages of Riverwood, Section One, Phase 3C, Revision One of record in Instrument No. 20130405-0033853, Register's Office for said County, to which plan and certificate reference is hereby made for a more complete and accurate description.

Being part of the same property conveyed to Beazer Homes Corp., a Tennessee Corporation by deed dated January 7, 2010, from Chris Pardue, an individual, of record in Instrument No. 20100108-0001962, Register's Office for Davidson County, Tennessee.

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

This conveyance is subject to all matters shown on any applicable recorded plan, all applicable easements, setback lines, and restrictions of record; and any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.

This is unimproved ☐
improved ☒

property, known as 1249 Riverbrook Drive, Hermitage, TN 37076
(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.

Witness my hand this 16th day of May, 2014.

Beazer Homes Corp.

Ruth Lyon, VP

Ruth Lyon, Vice President of the
Indianapolis Regional Accounting Center ("RAC")

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ruth Lyon with whom I am personally acquainted and who upon her oath acknowledged herself to be the Vice President of the Indianapolis Regional Accounting Center ("RAC") of Beazer Homes Corp., the within named bargainor, a corporation, and that she as such Vice President of the Indianapolis - RAC being authorized to do so pursuant to Resolution No. BHC 2013-32 executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said Ruth Lyon as such Vice President of the Indianapolis - RAC.

Witness my hand and official seal at Nashville, Tennessee this 16th day of May, 2014.

Commission expires: 6-21-16

JILL CONNORS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires JUNE 21, 2016

Jill Connors

Notary Public

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.