14-0230

Return To:
Four Star Title, LLC
2508 N. Mt. Juliet Road
Mt. Juliet, TN 37122

WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20140038629 DEEDWARR
Recvd: 06/03/14 09:45 3 pgs
Fees:18.00 Taxes:462.50
20140603-0047660

TONYA THOMAS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILSON
MY COMMISSION EXPIRES:

STATE OF TENNESSEE
COUNTY OF Wilson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $125,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th day of May, 2014.

Notary Public

MY COMMISSION EXPIRES: 3-7-16

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Sidwell & Barrett, PC
Stewart Title Company Tennessee Division, 13026 Lebanon Road, Ste 100, Mt Juliet, TN 37122

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Elizabeth A. Tingle	FirstBank	044-11-0 018.00
(NAME)	(NAME)	
112 Orchard Drive	3500 Blue Lake Dr, Ste 325	
(ADDRESS)	(ADDRESS)	
Old Hickory, TN 37138	Birmingham, AL 35243	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of ten dollars, cash in hand paid by the hereinafter named GRANTEE(S), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, **Jonathan S. Rush and Carrie E. Rush, married**, hereinafter called the GRANTOR(S), have bargained and sold, and by these presents do transfer and convey unto **Elizabeth A. Tingle**, hereinafter called the GRANTEE(S), their heirs and/or 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. 151, on the plat of Section "A", Village of Old Hickory, as shown on plat of record in Plan Book 1424, Page 68, Register's Office for Davidson County, to which reference is hereby made for a more complete description.

Being the same property conveyed to Jonathan S. Rush and Carrie E. Rush, married by Warranty Deed dated 05/23/2008 from Secretary of Housing and Urban Development, of Washington, D.C. of record in Instrument 200805300055363, Register's Office for Davidson County, Tennessee.

This conveyance is subject to: (1) All matters as set forth per Plan Book 1424, Page 68; (2) all matters including but not limited to Easements of record in Book 576, Page 664, Book 626, Page 556 and Book 735, Page 417; (3 Right of Way Easement of record in Book 662, Page 743; (4) All matters set out in document including but not limited to easements of record in Book 2203, Page 388, as amended of record in Book 2447, Page 151, said Register's Office; (5) County of Davidson taxes for the year 2014 and subsequent years, a lien not yet ascertainable, due or payable. **** See Exhibit "A" which is considered to be part of this conveyance *****

This conveyance is further subject to (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, (4) building restrictions, and (5) other matters of public record.

unimproved ☐

This is improved ☑ property, known as 112 Orchard Drive, Old Hickory, TN 37138
(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 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 our hands this 30th day of May, 2014.

Jonathan S. Rush

Carrie E. Rush

State of Tennessee
County of Wilson

Personally appeared before me Jonathan S. Rush and Carrie E. Rush, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for purposes therein contained.

WITNESS my hand and seal this 30th day of May, 2014.

Notary Public Escrow Officer
My Commission Expires: _____

KIMIE PERRY
STATE OF TENNEESSEE NOTARY PUBLIC
WILSON COUNTY
COMMISSION EXPIRES 5-3-2016

RETURN TO:
Stewart Title Company Tennessee Division
13026 Lebanon Road, Ste 100
Mt Juliet, TN 37122

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.