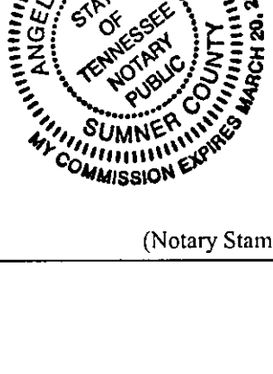
BILL GARRETT, Davidson County
Trans:T20140039110 DEEDWARR
Recvd: 06/04/14 09:34 3 pgs
Fees:18.00 Taxes:462.50
20140604-0048220




(Notary Stamp)

STATE OF TENNESSEE
COUNTY OF SUMNER

The actual consideration or value, whichever is greater, for this transfer is $125,000.00.

Affiant

Subscribed and sworn to before me, this 29th day of May, 2014.

Notary Public

My commission expires: 3-20-2018

**THIS INSTRUMENT PREPARED BY**
**Solomon \ Parks Title & Escrow, LLC**
**Keith H. Solomon, Attorney**
**1535 West Northfield Blvd., Suite 16**
**Murfreesboro, TN 37129**

# WARRANTY DEED

| Address of New Owner(s) as follows: | Send Tax Bills To: | Map-Parcel Numbers: |
|---|---|---|
| **Eneda Duka and Denis Duka** | **Pinnacle Bank** | **173-05-0A-175.00-CO** |
| **1749 Red Jacket Drive** | **150 3rd Avenue South, Suite 900** | |
| **Antioch, TN 37013** | **Nashville, TN 37201** | |

FOR AND IN 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 ACKNOWLEDGE, WE,

**Chrystal Cooke, unmarried**

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

**Eneda Duka and Denis Duka, wife and husband**

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 Unit No. 175, on the Plan of Barnes Crossing Planned Unit Development, established by Master Deed of record in Instrument No. 20050721-0084791 and plat shown as Exhibit "D" thereto, re-recorded in Instrument No. 20050805-0092480, amended in Instrument No. 20051114-0136938, further amended In Instrument No. 20071227-0147998, Register's Office far said County, to which.plan reference Is hereby made for a more complete description.

Being the same property conveyed to Chrystal Cooke by deed from Dennis Rathjen, married of record in Instrument No. 20091008-0093716 Register's Office for Davidson County, Tennessee, dated September 30, 2009 and recorded on October 08, 2009.

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

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:
The current year's property taxes have been prorated and paid or are assumed by the Grantees. Subsequent taxes are assumed by Grantees; including Rollback taxes, if any.

This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.

Subject to all matters shown on the P.U.D. Boundary Plan for Barnes Crossing of record as Instrument Number 20050128-0010427; Covenants, Conditions and Restrictions of record in Instrument Number 20050721-0084791 and re-recorded in Instrument Number 20050805-0092480, and amended in Instrument Number 20051114-0136938 and further amended in Instrument Number 20071227-0147998; Easement to Metropolitan Government of record in Instrument Number 20050811-0095171 and Instrument Number 20050721-0084791; Grant of Easement of record in Instrument Number 20131021-0109630; Restrictions of record in Book 6791, Page 479, in the Register's Office for Davidson County, Tennessee.

This is improved (**X**) unimproved ( ) property known as 1749 Red Jacket Drive Antioch, TN 37013.

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 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 29th day of May, 2014.

Chrystal Cooke

Chrystal Cooke

STATE OF Tennessee

COUNTY OF Rutehrford

I, Rebecca Dohoda, a Notary Public of the County and State first above written, do hereby certify that Chrystal Cooke personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

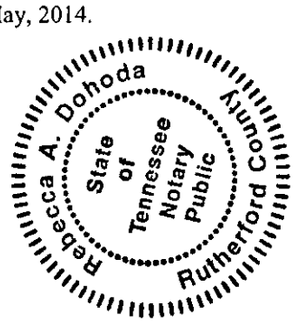
Witness my hand and official seal this the 29th day of May, 2014.

Rebecca A. Dohoda

Notary Public

My Commission Expires: 05/23/16

(SEAL)




File #: **214891**
**RECORD & RETURN TO:**
**Solomon \ Parks Title & Escrow, LLC**
**1535 West Northfield Blvd. Suite 16**
**Murfreesboro, TN 37129**

# 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.