BILL GARRETT, Davidson County
Trans:T20140048855 DEEDWARRSP
Recvd: 07/09/14 10:40 3 pgs
Fees:18.00 Taxes:767.47
20140709-0060322

SPECIAL WARRANTY DEED

WILLIAMSON COUNTY K. THOMAS SIDWELL NOTARY PUBLIC STATE OF TENNESSEE

STATE OF TENNESSEE
County of Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $207,425.00

Affiant 7-8-14

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th day of July, 2014

Notary Public

My Commission Expires: 11/15/17

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Settlement Services of Nashville, LLC, 93 Seaboard Lane, Suite 201
Brentwood, Tennessee 37027 (615) 591-1156

Address of New Owners as Follows:	Send Tax Bills To:	Map Parcel No.
Dustin Baylis 504 Parmley Drive Nashville, TN 37207	Pinnacle Bank 150 3rd Avenue South Suite 900 Nashville, TN 37201	Map/Parcel 049100A01400CO

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, We, **NVR, Inc., a Virginia Corporation T/A Fox Ridge Homes,** hereinafter called the Grantor, have bargained and sold, and by these presents do transfer and convey unto **Dustin Baylis, an unmarried man,** hereinafter called 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. 14 on the Plan of Parmley Cove, Phase One, as shown by plat of record in Instrument No. 20130417-0038081 Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to NVR, Inc., a Virginia Corporation, by Deed dated April 28, 2014 from Tenn. Contractors, Inc., a Tennessee corporation, of record in Instrument No. 20140429-0035688 Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Tenn. Contractors, Inc., a Tennessee corporation, by Deed dated December 6, 2010 from Pinnacle National Bank, of record in Instrument No. 20101209-0098284 Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

Special Exceptions:

a. Taxes and assessments for the year 2014, and subsequent years, which are a lien and not yet due and payable. Said taxes have been prorated between the parties as of the day of closing with Grantor paying his prorate part thereof to Grantee, who will be responsible for payment of said taxes when they become due and payable.

b. Plan of record in Instrument No. 20130417-0038081 Register's Office for Davidson County, Tennessee.

c. Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20130405-0033834 Register's Office for Davidson County, Tennessee.

d. Anchor Easement of record in Book 5596, page 797 Register's Office for Davidson County, Tennessee.

e. Storm Water Maintenance Agreement of record in Instrument No. 20110308-0018355 Register's Office for Davidson County, Tennessee.

f. Charter for Parmley Cove Homeowners Association, Inc. of record in Instrument No. 20130925-0100584, Register's Office for Davidson County, Tennessee.

g. Subject to rights of others in and to common areas/elements.

h. Subject to lien for special assessment contained in DCCR's/Master Deed.

i. All other easements and restrictions of record.

Welcome Home Retention: 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 therein.

(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.

The above exceptions omit any covenant, condition, or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

All existing and recorded easements, rights of way and restrictions, all zoning regulations, building restrictions and setback lines, if any, and easements or right of ways for public utilities.

unimproved ☐
This is improved ☑ property, known as: 504 Parmley Drive, Nashville, TN 37207

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. GRANTOR does hereby covenant with GRANTEE that GRANTOR has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever; and GRANTOR does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said land to said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under said GRANTOR, but not otherwise.

Witness MY HAND 8th day of July, 2014.

NVR, INC., a Virginia Corporation, trading as Fox Ridge Homes

BY: _____

James Hosay, Appointed Vice-President

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came James Hosay, Appointed Vice-President ,with whom I am personally acquainted and who upon his oath(s) acknowledged himself to be appointed Vice-President, respectively of NVR, Inc., a Virginia corporation, trading as Fox Ridge Homes, the within named bargainor, and corporation, and that he as such Appointed Vice-President, being authorized so to do, execute the foregoing instrument for the purpose therein contained by signing the name of the corporation, by the said James Hosay, as such, Appointed Vice-President, and attesting the same corporation, by the said James Hosay, Appointed Vice-President.

WITNESS my hand and notarial seal at my office at Brentwood, Tennessee, this 8th day of July, 2014.

Lauren Griffin

NOTARY PUBLIC

My Commission expires: 11.15.15

LAUREN GRIFFIN
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY