Davidson County DEEDWARR
Recvd: 11/03/14 10:10 2 pgs
Fees:13.00 Taxes:240.50
20141103-0101066

CASH DEED FOR TENNESSEE

FHA Case No. 483-312766

Prepared by & Return to: Fearnley, Martin & McDonald, PLLC
25 Century Blvd, Suite 212
Nashville, TN 37214

This Indenture, made and entered into this 31st day of October, 2014, by and between Shaun Donovan, The Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and **David Fryburger** , unmarried, his heirs and assigns, party(ies) of the second part,

Witnesseth: That for and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party(ies) of the second part, the following described real estate situate, lying and being in the County Davidson, State of Tennessee, to wit:

LAND in Davidson County, Tennessee, being Lot Nos. 9 and 10 on the Plan of Dabbs and Elliott (erroneously referred to as Debbs and Elliot in prior deed) Subdivision, Block 17, of record in Book 547, Page 127, Register's Office for Davidson County, Tennessee.

Said Lots together front 100 feet on the margin of 30th Street and extends back between parallel lines 144 feet to a line on the rear measuring 100 feet therein.

Property Address: 305 30th Street

Old Hickory, TN 37138

Owner's Name: David Fryburger

Owner's Address: P O Box 1694

Mt Juliet, TN 37122

Mail Tax Bill to: Owner at Property Address

Parcel No.: 05308013700

THIS DEED IS NOT TO BE IN EFFECT UNTIL: October 31, 2014

Being the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (42 U.S.C. 3531), by deed dated November 13, 2013, and recorded at Instrument No. 20140516-0042185 in the Register's Office of Davidson County, Tennessee.

To Have and to Hold the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party(ies) of the second part, his heirs and assigns in fee simple forever.

Said Conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above described property; also **Subject** to any state of facts which an accurate survey of said property would show.

And the Said party of the first part does hereby covenant with the said party(ies) of the second part that he is lawfully seized in fee of the aforedescribed real estate; that he/she has a good right to sell and convey the same; that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons, claiming same, by, through or under him but no further or otherwise.

In Witness Whereof the undersigned has set his/her hand and seal as a principal and/or officer of PEMCO Limited, Asset Manager of the U. S. Department of Housing and Urban Development, for and on behalf of the Secretary of Housing and Urban Development, under the redelegation of authority published at 70 Fed. Reg. 43, 171 (July 26, 2005).

Signed, sealed and delivered in the presence of:

X _____

The Secretary of Housing and Urban Development of Washington, D.C., and/or his/her successors and/or assigns
By: PEMCO Limited

By: _____
Authorized Signatory

State of ~~Tennessee~~ GA
County of ~~Davidson~~ Cobb

On the 29 day of October, 2014, before me the undersigned Notary Public of the State and County aforesaid, appeared _____ with whom I am personally acquainted, or proved to me to be on the basis of satisfactory proof, and who, upon oath , acknowledged himself/herself to be a authorized signatory of PEMCO Limited, said company being an authorized signatory for the Secretary of Housing and Urban Development, the within named bargainor, and that he/she as such authorized signatory being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself ~~as an authorized~~ signatory.

My Commission Expires: _____

SHARON LEE
COBB COUNTY, GEORGIA
NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 21, 2015

Notary Public

State of Tennessee
County of Davidson

I, or we, hereby swear or affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $65,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

C. Welsh
Affiant

Subscribed and sworn to before me this 31st day of October, 2014.

My Commission Expires: 9-10-18

Ashlee D. Page
(Seal)
Notary Public

ASHLEE D. PAGE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Certificate of Authenticity

I, Gail Hudson, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Gail Hudson
Signature

State of Tennessee
County of Davidson

Personally appeared before me, Ashlee D. Page, a notary public for this county and state, Gail Hudson who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Ashlee D. Page
Notary's Signature

ASHLEE D. PAGE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 9-10-18