Boy 36

WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $98,200.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF MAY, 2015.

Notary Public

MY COMMISSION EXPIRES: 1-9-18

(AFFIX SEAL)

JUNE E. ROWELL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
June E. Rowell
My Commission Expires
January 9, 2018
STATE OF TENNESSEE

G-VRES-15-1403

THIS INSTRUMENT WAS PREPARED BY

Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212

BILL GARRETT, Davidson County
Trans:T20150038417 DEEDWARR
Recvd: 05/18/15 13:33 3 pgs
Fees:18.00 Taxes:363.34
20150518-0045541

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	
Kirsten L. Bell	SAME AS NEW OWNER	
(NAME)	(NAME)	**163-16-0-A-366.00CO**
1403 Pleasant Ridge Road		
(ADDRESS)	(ADDRESS)	
Antioch, TN 37013		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid hereinafter named Grantee(s), and other good and valuable considerations, the receipt of which is hereby acknowledged, I/we **DANIEL COX, IV, AN UNMARRIED MAN,** hereinafter called the Grantor(s), have bargained and sold, and by these presents do transfer and convey unto **KIRSTEN L. BELL, A SINGLE PERSON,** hereinafter called the Grantee(s), their heirs and assigns, that 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. 366 on the Plan of the Final Plat of Phase 3-B Provincetown, of record in Instrument No. 20080729-0077401, Register's Office for Davidson County, Tennessee, a Horizontal Property Regime With Private Elements Pursuant to T.C.A. 66-27-103(b), and further shown on the Plan attached as Exhibit "A" to the Supplemental Declaration to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Provincetown (Annexing Phase 3-B), of record in Instrument No. 20080812-0082993, in the Register's Office for Davidson County, Tennessee, to which plans reference is hereby made for a more complete description of the property.

Being the same property conveyed to Daniel Cox, IV, an unmarried man by Warranty Deed from Centex Homes, a Nevada General Partnership, of record in Instrument No. 20100701-0051396, Register's Office for Davidson County, Tennessee, dated June 18, 2010 and recorded on July 1, 2010.

This conveyance is subject to:

- Taxes for the year 2015 and subsequent years a lien, not yet due and payable.
- Subject to all matters shown on the Plan of record as Instrument Number 20080729-0077401, Register's Office of Davidson County, Tennessee.
- Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Provincetown with By-Laws appended thereto, of record in Instrument Number 20031119-0168785, as amended in Instrument Number 20050609-0066104, Instrument Number 20060825-0105504, and Instrument Number 20080812-0082993, Register's Office for Davidson County, Tennessee.
- Subject to all matters shown on the Plan attached as Exhibit "A" to the Supplemental Declaration to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Provincetown (Annexing Phase 3-B), of record in Instrument No. 20080812-0082993, in the Register's Office for Davidson County, Tennessee.
- Deed of common areas to HOA of record in Instrument Number 20031120-0169428, Instrument Number 20050803-0091277 and Instrument Number 20060825-0105503, in the Register's Office for Davidson County, Tennessee.
- Storm water detention agreement of record in Instrument Number 20030910-0132287 and Instrument Number 20060806-0097145, in the Register's Office for Davidson County, Tennessee.
- Development and easement agreements of record in Instrument Number 20031124-0170577, in the Register's Office for Davidson County, Tennessee.
- Drainage easement of record in Instrument Number 20060816-0100826, in the Register's Office for Davidson County, Tennessee.
- Private access easement of record in Instrument Number 20040218-0018392, in the Register's Office for Davidson County, Tennessee.
- Sewer easement of record in Book 10034, Page 452, in the Register's Office for Davidson County, Tennessee.
- Subject to Retention Language as shown on "Restrictive Covenant" attached hereto.
- Any and all existing easements and restrictions as shown of record not stated herein

This is **improved** property known as: **1403 Pleasant Ridge Road , Antioch, Tennessee 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 GRANTEE(S), their heirs and 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 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/our hand(s) this the 15th DAY OF MAY, 2015.

Daniel Cox, IV.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DANIEL COX, IV, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal, this the 15th of May, 2015.

Notary Public
My Commission Expires: 1-9-16
(SEAL)

RETURN TO:
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212

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 assignment of the first mortgage to the Secretary of HUD, 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 of the unit 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 (inwhich 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.