WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20150065517 DEEDWARR
Recvd: 08/07/15 08:29 3 pgs
Fees:18.00 Taxes:672.87

20150807-0078713

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $181,858.00

Arnist Gabra
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th day of July, 2015.

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires May 8, 2018

THIS INSTRUMENT WAS PREPARED BY
Ernest D. Bennett III, Lawyer's Escrow Service, Inc., 2021 Richard Jones Road, Suite 220, Nashville, TN 37215

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Arnist Gabra	F & M Bank	164 07 0A 148.00
(NAME)	(NAME)	
1629 Highwater Drive	PO Box 451	
(ADDRESS)	(ADDRESS)	
Antioch, TN 37013	Clarksville, TN 37041	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND 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 ACKNOWLEDGED, WE, **BMCH Tennessee, LLC, a Delaware Limited Liability Company,** , HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Arnist Gabra and Dalia Botros, husband and wife**, 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:

A certain tract or parcel of land in Davidson County, Tennessee, and being more particularly described as follows, to-wit:

Being Lot No. 161, as shown on plat for Harvest Grove, Section Two, of record as Instrument No. 20140529-0046065 in the Register's Office for Davidson County, Tennessee.

Being a part of the same property conveyed to Avenue Bank by Quit Claim Deed dated 04/29/2014 from Lawless & Associates P.C., as Trustee for Avenue Bank of record in Instrument 201405020037445, Register's Office for Davidson County, Tennessee.

Being a part of the same property conveyed to Ole South/Craighead Joint Venture by Special Warranty Deed dated 04/29/2014 from Avenue Bank of record in Instrument 201405020037446, Register's Office for Davidson County, Tennessee.

Said Deed was corrected by Scrivener's Affidavit in Instrument 201405150041794, said Register's Office.

Being a part of the same property conveyed to BMCH Tennessee, LLC, a Delaware limited liability company by Special Warranty Deed ($10,000,000.00) dated 06/13/2014 from Ole South/Craighead Joint Venture, a Tennessee, LLC, a Delaware limited liability company of record in Instrument 201406130051957, Register's Office for Davidson County, Tennessee.

See Attached Exhibit "A" which is considered part of this Deed of Conveyance.

This conveyance is subject to all matters shown on any applicable recorded plan, all applicable easements, setback lines, and restrictions of record; and any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.

unimproved ☐

This is improved ☑ property, known as 1629 Highwater Drive, Antioch, TN 37013
(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 GRANTEES, their heirs and assigns forever; and we do covenant with 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 30th day of July, 2015.

BMCH TENNESSEE, LLC, A Delaware Limited Liability Company

David L. Hughes
Division President Nashville

State of Tennessee

County of Davidson

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David L. Hughes, with whom I am personally acquainted and who upon his oath acknowledged himself to be the Division President Nashville for BMCH Tennessee, LLC, a Delaware limited liability company, the within named bargainor, a corporation, and that he as such Division President Nashville being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said David L. Hughes as such Division President Nashville.

Witness my hand and official seal at Nashville, Tennessee this 31 day of July, 2015.

Notary Public
My Commission Expires: _____

SHANNON PHILBIN
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires May 6, 2019

EXHIBIT "A"

Borrower(s), 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 (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.