# WARRANTY DEED

File #2016020134

BETH ENGLAND
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $174,900.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th day of March, 2016.

Notary Public

MY COMMISSION EXPIRES: 6-8-17

(AFFIX SEAL)

**THIS INSTRUMENT WAS PREPARED BY**
Biltmore Title, LLC
538 Brandies Circle Ste 101
Murfreesboro, TN 37128

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Naing Khui Shing and Hung Mana Ling and Ma Nar Tee | First Community Mortgage, Inc. | 147-4-3 |
| (NAME) | (NAME) | |
| 4805 Hopedale Drive | 275 Robert Rose Drive | |
| (ADDRESS) | (ADDRESS) | |
| Nashville, TN 37211 | Murfreesboro, TN 37129 | |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

BILL GARRETT, Davidson County
Trans:T20160028285 DEEDWARR
Recvd: 04/07/16 10:31 2 pgs
Fees:13.00 Taxes:647.13
20160407-0033359

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, I/WE, **Mary M Cooper, Unmarried**, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Naing Khui Shing, a married person, and Hung Mana Ling, a single person, and Ma Nar Tee, a married person**, 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:

Being Lot No. 36, on the plan of Section Two, Beverly Heights, as the same appears of record in Plat Book 2331, Page 42, Register's office for Davidson County, Tennessee, to which plat specific reference is hereby made for a more particular description.

Being the same property conveyed to William J. Cooper and Wife, Mary M. Cooper, by Warranty Deed from David B. Cole, et ux Marta J. Cole, dated 06/21/1977, of record in Book 5162, Page 828, said Register's Office. **The said William J. Cooper having since died on June 11, 2007, leaving title vested solely in Mary M. Cooper as surviving tenant by the entirety**.

This conveyance is subject to: Taxes for the year 2016, a lien, not yet due or payable.; Any and all matters as set forth in the plat of record in Plat Book 2331, Page 42, said Register's Office.; Restrictive Covenants as of record in Book 2440, Page 199, said Register's Office.

**This conveyance is further subject to:**

Borrower(s), for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's (FHLB Cincinnati) 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 FHLB 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 FHLB 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 FHLB Cincinnati 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.

unimproved ☐
This is improved ☒ property, known as **4805 Hopedale Drive, Nashville,TN,37211**

(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 our hands this 28th day of March, 2016.

Mary M Cooper

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

Before me, the undersigned Notary Public, personally appeared Mary M. Cooper, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office, this 28th day of March, 2016.

Commission expires:

8/18/18

Notary Public

Vanessa E. Allen
STATE OF TENNESSEE NOTARY PUBLIC
Rutherford County

RETURN RECORDED DOCUMENTS TO:

Biltmore Title, LLC
538 Brandies Circle Ste 101
Murfreesboro TN 37128