WARRANTY DEED

BILL GARRETT, Davidson County
Trans: T20160036393 DEEDWARR
Recvd: 05/03/16 09:14 3 pgs
Fees: 18.00 Taxes: 592.00
20160503-0043181

STATE OF Tennessee
COUNTY OF Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $160,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th day of April, 2016.

Notary Public

MY COMMISSION EXPIRES: 10/18/16

(AFFIX SEAL)

DANA DELWORTH
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

THIS INSTRUMENT WAS PREPARED BY
Bennett & Pressley, P.C., 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
Casey Stein	NEW OWNER	161160A12600CO
(NAME)	(NAME)	
417 Shadow Glen		
(ADDRESS)	(ADDRESS)	
Nashville, TN 37211		
(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, **Benjamin K. Claybaker, and wife and Elizabeth Claybaker**, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Casey Stein, unmarried,** 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, State of Tennessee, described as follows: to-wit:

Lynn

Land in Davidson County, Tennessee, being Unit No. 126 of Building 20, together with the appurtenant interest In the common elements, on the Plan of Townhomes of Shadow Glen, a horizontal property regime established by Declaration of Covenants, Conditions and Restrictions, of record In Instrument No. 20040315-0029248, corrected in Instrument No. 20040317-0030572, amended in Instrument No. 20050520-0056887, and supplemented in Instrument No. 20051107-0134921, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Site Plan attached as Exhibit "A" to the Seventh Supplementary Declaration to Declaration of covenants, Conditions and Restrictions for the Townhomes of Shadow Glen, of record In Instrument No. 20051107-0134921, Register's Office for said County, to which reference is hereby made for a more complete description.

Being the same property conveyed to Benjamin K. Claybaker and wife, Elizabeth Claybaker by Warranty Deed from Beazer Homes Corp., a Tennessee Corporation, filed for record 07/21/2006 in Instrument No. 20060721-0088425, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Benjamin K. Claybaker and wife, Elizabeth Claybaker by Warranty Deed from Beazer Homes Corp., a Tennessee Corporation, filed for record 07/21/2006 in Instrument No. 20060721-0088425, Register's Office for Davidson County, Tennessee.

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 and all matters referenced on the attached Exhibit "A"

unimproved ☐

This is improved ☑ property, known as 417 Shadow Glen, 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 29th day of April, 2016.

Benjamin K. Claybaker

Elizabeth Claybaker

State of Tennessee

County of Davidson

On this 29 day of April, 2016, before me, a Notary public in and for said County and State, personally appeared Benjamin K. Claybaker and Elizabeth Claybaker, individual(s) who executed the foregoing instrument and acknowledged the examination and reading of the same and did sign the foregoing instrument, and acknowledged that the same is said individual(s) free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public Shannon Philbin

My Commission Expires: 5/6/2016

SHANNON PHILBIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires May 6, 2016

EXHIBIT A

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.