CASH DEED FOR TENNESSEE

BILL GARRETT, Davidson County
Trans:T20160048510 DEEDWARR
Recvd: 06/08/16 14:10 2 pgs
Fees:13.00 Taxes:455.10
20160608-0058011

FHA Case No. 483-449434

Prepared by & Return to: Fearnley, Martin & McDonald, PLLC
6389 N. Quail Hollow Road - Suite 202
Memphis, TN 38120
File No.: TBS449434

This Indenture, made and entered into this 25th day of May, 2016, by and between Julian Castro, The Secretary of Housing and Urban Development of Washington, D.C., or his successors, party of the first part, and **Ryan Patrick Foust and Heather Lee Foust,** husband and wife, his/her/their/its 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 of Davidson, State of Tennessee, to wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 11, ON THE PLAN OF FARVIEW SUBDIVISION, SECTION II, OF RECORD IN PLAT BOOK 3600, PAGE 6, SAID REGISTER'S OFFICE, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION.

Property Address:	536 May Drive Madison, TN 37115
Owner's Name:	Ryan Patrick Foust and Heather Lee Foust
Owner's Address:	3929 Baxter Ave Nashville, TN 37216
Mail Tax Bill to:	Wells Fargo Bank, NA 2701 Wells Fargo Way Minneapolis, MN 55467-8000
Parcel No.:	04302005800

THIS DEED IS NOT TO BE IN EFFECT UNTIL: May 25, 2016

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 WarrantyDeed dated August 29, 2014, and recorded at Instrument No. 20150925-0097778 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/her/their 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:

Tina Richardson

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

By: _____

Its: Authorized Signatory

State of **Georgia**
County of ~~**Fulton**~~ Gwinnett

On the 23 day of May, 2016, before me the undersigned Notary Public of the State and County aforesaid, appeared Asia Hardy 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 company by himself/herself as an authorized signatory and for said company on behalf of the **Secretary of Housing and Urban Development**.

My Commission Expires: 7/25/16

Notary Public

KEYANA MARSHALL
GWINNETT COUNTY, GEORGIA
NOTARY PUBLIC
MY COMMISSION EXPIRES
JULY 25, 2016

State of **Tennessee**
County of _____

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 **$123,000.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 25th day of May, 2016.

My Commission Expires: 12/9/17

Notary Public

(Seal)

MICHAEL A. FEARNLEY
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
MY COMMISSION EXPIRES DEC. 9, 2017