(2)

Return TO:

Send Tax Statements To:
New Owner

This Instrument Prepared By/Return To:
JOHN G. MITCHELL, III
Attorney at Law
1535 W. Northfield Blvd
Murfreesboro, TN 3712

BILL GARRETT, Davidson County
Trans:T20160053921 DEEDWARR
Recvd: 06/24/16 09:47 3 pgs
Fees:18.00 Taxes:451.36
20160624-0064514

Name and Address of New Owner:
David W. Abbott
1557 Sprucedale Drive
Antioch, TN 37013

From Information Furnis
The Parties

Map and Parcel 175-2-B/107CO

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **OLE SOUTH PROPERTIES, INC., A TENNESSEE CORPORATION**, has this day bargained and sold and does hereby transfer and convey unto, **DAVID W. ABBOTT, AN UNMARRIED PERSON,** their heirs and assigns, forever, that certain parcel of real estate located in Davidson County, State of Tennessee, within the corporate limits of the City of Antioch, and being described as follows, to-wit:

Land in the first Civil District of Davidson County, Tennessee, being all of Unit No. 4306, as shown on the Amendment to the Restated Declaration of Covenants, Conditions, and Restrictions and Master Deed for Old Hickory Commons, Exhibit "1", Amended Exhibit D, Section Two, a Planned Unit Development, filed for record as Instrument Number 20080317-0026338 and amended in Instrument Number 20130322-0028759, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.

Being the same property conveyed to Ole South Properties, Inc., a Tennessee Corporation, by deed from Old Hickory Commons, LLC, a Tennessee Limited Liability Company, dated April 12, 2016, appearing of record in Instrument Number 20160419-0037702, of the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to Amended and Restated Declaration of Covenants and Master Deed contained in Instrument Number 20080317-0026338, Amended in Instrument Number 20101222-0101832, Supplemented in Instrument Number 20081117-0113467, Amended in Instrument Number 20130322-0028759 a further amended in Instrument Number 20140207-0011094; Fifty Foot Colonial Pipeline Easement of record in Book 3570, page 11; Storm Water Detention Agreement of record in Instrument Number 20060307-0026092; Easement to Tennessee Telephone Company of record in Instrument Number 20081121-0114642, and in Instrument Number 20080709-0070604; Quitclaim Deed to Old Hickory Common Homeowner's Association, Inc. of record in Instrument Number 20080402-0032833; Transmission Line Easement of record in Book 2344, page 432, Book 4425, page 535, and in Book 11124, page 716; Quitclaim Deed to Metro Government of record in Instrument Number 20100303-0016291; and to any and all matters shown on said plat and survey of record in Instrument Number 20081117-0113467, and further amended in Instrument Number 20130322-0028759, and further amended in Instrument Number 20140207-0011094; all of said Register's Office.

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.
Welcome Home Retention Language

THIS conveyance is subject to any and all existing easements and/or restrictions of record.

TO HAVE AND TO HOLD said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said **DAVID W. ABBOTT, AN UNMARRIED PERSON,** their heirs and assigns, forever.

The undersigned covenants with the said Grantee that it is lawfully seized and possessed of said parcel of real estate, and that it has a good right to convey the same and that it is unencumbered, except for the lien of the 2016 real property taxes which have been prorated between the parties and are assumed by the Grantee.

The undersigned further covenants and binds itself, its successors and assigns to forever warrant and defend the title to said real estate to the Grantee, their heirs and assigns, against the lawful claims of all persons, whomsoever.

This property is subject to and includes any and all lawful easements, setback lines, restrictions, etc. of record and applying to the within described property and to the zoning regulations of the appropriate governmental body.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 16th day of June, 2016.

Ole South Properties, Inc., a Tennessee Corporation

BY: _____ VP

JOHN DAVIS, VICE PRESIDENT

STATE OF TENNESSEE)
)
COUNTY OF Rutherford)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named **JOHN DAVIS,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the **VICE PRESIDENT of Ole South Properties, Inc.,** executed the foregoing instrument **(WARRANTY DEED)** for the purposes therein contained, by signing the name of the corporation by himself as its **VICE PRESIDENT.**

WITNESS MY HAND AND OFFICIAL SEAL in ~~Antioch~~ Murfreesboro, Tennessee, this the 16th day of June, 2016.

Taree L. Russell
NOTARY PUBLIC
My Commission Expires:
1/24/17

TAREE L RUSSELL
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $121,990.00, which amount is equal to or greater than the Amount which the property transferred would command at a fair and voluntary sale.

Mary L. Rutter
AFFIANT

SWORN to and subscribed before me,
this 16th day of June, 2016.

Taree L. Russell
NOTARY PUBLIC
My Commission Expires: 1/24/17

TAREE L RUSSELL
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY