Davidson County DEEDWARRSP
Recvd: 10/12/16 14:39 6 pgs
Fees:33.00 Taxes:562.40
20161012-0108006

Prepared by:

Building Homes for Heroes, Inc.
65 Roosevelt Avenue, Suite 105
Valley Stream, NY 11581
Attn: Kim Vesey

Property Address:
William Wagoner
2332 Green Trails Court
Antioch, TN, 37013

Send Tax Bills to:
William Wagoner
2332 Green Trails Court
Antioch, TN 37013

Map and Parcel: 162 12 0A 017.00

Escrow No. 01288-33386

SPECIAL WARRANTY DEED SUBJECT TO REVERTER

THIS SPECIAL WARRANTY DEED SUBJECT TO REVERTER (this "Deed") is made this 10th day of October, 2016 by Building Homes for Heroes, Inc. ("BHH"), a New York not-for-profit Internal Revenue Code 501(C)(3) ("Grantor") to William Wagoner, a married man as his sole and separate property ("Grantee").

Grantor for valuable consideration, receipt whereof is hereby acknowledged, hereby grants and conveys to Grantee the real property located in Davidson County, Tennessee, as more particularly described on attached Exhibit "A" attached hereto, together with (i) all improvements thereon and fixtures affixed thereto, and (ii) all right, title and interest of Seller, if any, in and to all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining to such real property (collectively, the "Property").

SUBJECT TO: current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record or to which reference is made in the public record; any and all conditions, easements, encroachments, rights-of-way, restrictions or other matters which a physical inspection, or an accurate ALTA survey of the Property would reveal; and the applicable zoning and use regulations of any municipality, county, state, or the United States affecting the Property;

PROVIDED, HOWEVER, that Grantee has covenanted and agreed (collectively, the "Restrictions") that:

1. Grantee will not transfer, sell, encumber, or otherwise give or pledge any interest in all or any portion of the Property, including, but not limited to, those beneficial interests transferred in a lease, bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title and/or interest by Grantee; AND

2. Grantee will not grant any mortgage, deed of trust, lien, easement, license, or otherwise encumber the Property; AND

3. Grantee will not lease all or any part of the Property; AND

4. Grantee will perform and comply with all terms, conditions and restrictions under that certain Real Estate Donation Agreement, dated as of even date herewith, between Grantor and Grantee (the "Agreement").

Provided, further, however, that in the event that the Grantee violates any of said Restrictions, or otherwise defaults under the Agreement, the Property shall, at the sole and absolute discretion of Grantor, REVERT to the Grantor, and Grantor shall have the immediate right of entry; and, **provided, further, however,** that the foregoing Restrictions shall, without further act or deed of Grantor or Grantee, terminate and be of no further force and effect on the tenth (10^{th}) anniversary of the recording of this Deed in the public records of Davidson County, Tennessee.

Any purported transfer, sale, lease, pledge, mortgage, deed of trust, lien, easement, license, or other encumbrance granted by Grantee in violation of the Restrictions shall be deemed void ab initio, shall be of no force and effect, and shall not convey any interest, lien, trust, or other rights in the Property.

AND Grantor does hereby covenant with the Grantee that Grantor is 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 Grantor does further covenant and bind itself and its successors, assigns and representatives to warrant and forever defend title to the Property against all acts of Grantor herein and no other, subject to the matters above set forth.

[*Signature on Following Page*]

IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

BHH:

BUILDING HOMES FOR HEROES, INC.,
a New York not-for-profit corporation

By: Nancy E Mauro
Name: Nancy E. Mauro
Its: Secretary

STATE OF New York)
)ss.
COUNTY OF Nassau)

On this 5th day of October, 2016, before me a Notary Public personally appeared Nancy E. Mauro, the Secretary of BUILDING HOMES FOR HEROES, INC., a New York not-for-profit corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he (she or they) executed it on behalf of such corporation.

Gina Cerami
Notary Public

My Commission Expires:
11/16/2019

GINA CERAMI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CE6333024
Qualified in Nassau County
Commission Expires Nov. 16, 2019

STATE OF Tennessee

COUNTY OF Rutherford

The actual consideration or value, whichever is greater, for this transfer is $ 152,000.00 .

Affiant

Subscribed and sworn to before me, this the 6th day of Oct 2016

Notary Public

My Commission expires: 08/17/2019

SANDRA S. JACKSON
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

Exhibit A to Special Warranty Deed

Legal Description

Land in Davidson County, Tennessee, being all of Lot 17 on the Final Plat, Greenwood Subdivision, Phase One, of record as Instrument 20000922-0094259, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Building Homes for Heroes, Inc., a non-profit Internal Revenue Code 50(c)(3) by Special Warranty Deed from JPMorgan Chase Bank, National Association, a corporation, of record as Instrument 201505040039917, Register's Office for Davidson County, Tennessee.

CERTIFICATE OF AUTHENTICITY

I, Christopher R. Jackson, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Attorney or Custodian

Stewart Title Company

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, Jill L. Swicegood, a notary public in and for the aforesaid county and state, the within named Christopher R. Jackson, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

JILL L. SWICEGOOD STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY (SEAL)

Jill L. Swicegood
Notary Public

My Commission Expires: Sept 10, 2018

900