# WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20170033429 DEEDWARR
Recvd: 04/20/17 13:31 4 pgs
Fees:23.00 Taxes:732.23
20170420-0038917

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $197,900.00.

Affiant

Subscribed and sworn to me on April 18, 2017.

NOTARY PUBLIC

PATRICK H. POOLE NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

NOTARY PUBLIC
Patrick H. Poole
My Commission Expires
STATE OF TENNESSEE

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE, KELLEY, HERBERT & CRAWFORD
330 Commerce Street, Suite 110
Nashville, TN 37201
Our File #30339SP

| NAME/ADDRESS OF NEW OWNER: | SEND TAX BILLS TO: | MAP – PARCEL # |
|---|---|---|
| Alexis A. Meyer<br>114 Skylark Alley<br>Nolensville, TN 37135 | First National Bank of Middle Tennessee<br>1608 Williams Drive<br>Murfreesboro, TN 37130 | 188-10-0A-069.00-CO |

**FOR AND IN CONSIDERATION** of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Regent Homes, LLC, a Tennessee Limited Liability Company, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto Alexis A. Meyer, an unmarried woman, hereinafter called **"GRANTEE,"** her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 69 on the Plan of Carothers Crossing, Phase 2, Section 2, Lots 62-123 of record in Plat at Instrument No. 20070807-0093935, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.
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> Being a portion of the same property conveyed to Regent Homes, LLC, a Tennessee limited liability company by Special Warranty deed from WM Sub CC, LLC, a Tennessee limited liability company of record in Instrument No. 20160725-0076561 Register's Office for Davidson County, Tennessee, dated July 22, 2016 and recorded on July 26, 2016 and Scrivener's Affidavit recorded on August 17, 2016, of record in Instrument No. 20160817-0085956.
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> Being a portion of the same property conveyed to WM Sub CC, LLC, a Tennessee limited liability company by Special Warranty deed from Walton Tennessee, LLC, a Tennessee limited liability company of record in Instrument No. 20140523-0044819 Register's Office for Davidson County, Tennessee, dated May 15, 2014 and recorded on May 23, 2014.

The conveyance of the above-described parcel of land is subject to the following:

1. 2017 Davidson County taxes which have been prorated by the parties and assumed by the Grantee.

2. Subject to all matters shown on the Plan of record as Instrument Number 20070807-0093935, Register's Office of Davidson County, Tennessee.
3. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Instrument Number 20070627-0076582, supplemented in Instrument No. 20070821-0099817 and Instrument No. 20070821-0099818 and Instrument No. 20080515-0049892, Register's Office for Davidson County, Tennessee.
4. Master Deed Restrictions for Carothers Crossing of record in Instrument Number 20070627-0076581, as amended in Instrument No. 20080515-0049893, Register's Office for Davidson County, Tennessee.
5. Declaration of Easement of record in Instrument Number 20140507-0038903, in the Register's Office for Davidson County, Tennessee.
6. Charter of Carothers Crossing Neighborhood Association, Inc. of record in Instrument Number 20070307-0027908, in the Register's Office for Davidson County, Tennessee.
7. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, Water Mains, Pumps and Appurtenances of record in Instrument Number 20070703-0079178 and 20071026-0126493, in the Register's Office for Davidson County, Tennessee.
8. Storm Water Detention Agreement of record in Instrument Number 20060407-0040185 and 20060526-0062228, in the Register's Office for Davidson County, Tennessee.
9. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument Number 20070711-0082648 and 20070810-0095900, in the Register's Office for Davidson County, Tennessee.
10. Access, Drainage, Utilities and Pedestrian Easement of record in Instrument Number 20070119-0007972, in the Register's Office for Davidson County, Tennessee.
11. Declaration of Right of Way Easement for a Public Roadway with no restrictions of record in Instrument No. 20070511-0056717 and 20070511-0056718, in the Register's Office for Davidson County, Tennessee.
12. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.
13. **Special Exceptions regarding subsidy grant as listed in Exhibit "A".**

This property is also known as improved property located at 114 Skylark Alley, Nolensville, TN 37135.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, her heirs and assigns, forever, and GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, her 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 on April 18, 2017.

**REGENT HOMES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY:**

By: _____
Richard W. Sebastian, Authorized Representative

**STATE OF TENNESSEE, COUNTY OF DAVIDSON**

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Richard W. Sebastian, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Authorized Representative of Regent Homes, LLC, the within named bargainor, and that he as such Authorized Representative executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Authorized Representative.

Witness my hand, at office, on April 18, 2017.

NOTARY PUBLIC

My Commission Expires: _____



EXHIBIT "A"

Grantee(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.