BILL GARRETT, Davidson County
Trans:T20170034368 DEEDWARR
Recvd: 04/24/17 14:11 4 pgs
Fees:23.00 Taxes:599.40
20170424-0040017

WARRANTY DEED	STATE OF TENNESSEE, COUNTY OF DAVIDSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $162,000.00. Affiant Subscribed and sworn to me on April 21, 2017. NOTARY PUBLIC

RICHARD W. SEBASTIAN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON MY COMMISSION EXPIRES 05/06/2019

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE, KELLEY, HERBERT & CRAWFORD
330 Commerce Street, Suite 110
Nashville, TN 37201
Our File #30176SP

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Emily Chaffin 8605 Peckham Lane Unit Q-12 Antioch, TN 37013	Pinnacle Bank 150 Third Avenue, South Suite 900 Nashville, TN 37201	181-02-0A-269.00CO

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, Lenox Village Properties, LLC, a Tennessee Limited Liability Company, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto Emily Chaffin, unmarried, 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 Unit No. Q-12 of Lenox Creekside, Phase 4, as set forth in the Amendment to First Supplement to the Master Deed Establishing Lenox Creekside, Phase II, a condominium form of ownership and use in the manner provided under the provisions of Tennessee Code Annotated, Title 66, Chapter 27, Section 101, et seq., as amended, of record as Instrument No. 20080808-0081967, in the Register's Office for Davidson County, Tennessee, amending Instrument No. 20070801-0091466 and subjecting the property to the Master Deed of record as Instrument No. 20060306-0025686 as amended by Instrument No. 20060606-0066938, in said Register's Office; said units also being shown as part of Exhibit "A" to said Amendment to First Supplement.
>
> Being a portion of the same property conveyed to Lenox Village Properties, LLC, a Tennessee limited liability company by Quitclaim Deed from McGowan Family Limited Partnership, a Tennessee limited partnership and Regent Homes, LLC, a Tennessee limited liability company, of record in Instrument No. 20141219-0116450, Register's Office for Davidson County, Tennessee, dated December 19, 2014 and recorded on December 19, 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. Matters shown on Exhibit Plat, Sheets 1 through 11, attached as Exhibit "A" to the Amendment to First Supplement, of record in Instrument No. 20080808-0081967, Register's Office for Davidson County, Tennessee.
3. The premises herein insured is a condominium apartment established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq., of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof and is subject to the By-Laws for the administration thereof; also subject to the easements, rights and interest in favor of other unit owners, and all sewer, water, electrical, telephone, and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereon; and also including without limitations, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Lenox Creekside, Phase I, a Condominium of record in Instrument No. 20060306-0025686 and as amended in Instrument No. 20060606-0066938, and supplemented by First Supplement annexing Phase II Property of record in Instrument No. 20070801-0091466, as amended in Instrument No. 20080808-0081967, Register's Office for Davidson County, Tennessee.
4. Charter for HOA of record in Instrument No. 20060227-0022558, in the Register's Office for Davidson County, Tennessee.
5. All matters shown on PUD Boundary Plat of record in Plat Book 9700, Page 374, in the Register's Office for Davidson County, Tennessee.
6. Right of Way and Easements to Gulf Interstate Gas Company of record in Book 2203, Page 579, Book 2244, Page 11 and Book 2875, Page 299, in the Register's Office for Davidson County, Tennessee.
7. Agreement for Dedication of Easements for Sanitary Sewers and/or Storm Drainage of record in Book 11338, Page 743, in the Register's Office for Davidson County, Tennessee.
8. Stormwater Detention Agreement of record in Instrument No. 20060809-0097652, in the Register's Office for Davidson County, Tennessee.
9. Right of Way Easement to United Telephone Company of record in Instrument No. 20070503-0053020, in the Register's Office for Davidson County, Tennessee.
10. Grant of Easement to Comcast of Nashville, I, LLC of record in Instrument No. 20150126-0007087, in the Register's Office for Davidson County, Tennessee.
11. Grant of Easement for Conservation Greenway of record in Instrument No. 20130103-0001024, 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 8605 Peckham Lane, Unit Q-12, Antioch, TN 37013.

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 21, 2017.

LENOX VILLAGE PROPERTIES, 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 Lenox Village Properties, 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 21, 2017.

NOTARY PUBLIC

My Commission Expires: _____

MICHELLE MARIE MONTAGUE
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMMISSION EXPIRES MARCH 03, 2018

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.