THIS INSTRUMENT PREPARED BY:
Glenn S. Macbeth, Attorney
Gateway Title Services, LLC
Suite 102 Stone Gate Corporate Center
1639 Medical Center Parkway
Murfreesboro, TN 37129

NAME AND ADDRESS OF NEW OWNERS:
Aaron Caveny & Madison Caveny
7232 Althorp Way #V11
Nashville, TN 37211
SEND TAX BILLS TO:
FirstBank
318 Seaboard Lane, Ste 205
Franklin, TN 37067

Bill Garrett Davidson County
Batch# 88167 DEEDWARR
05/04/2018 10:11:38 AM 4 pgs
Fees: $23.00 Taxes: $743.70
20180504-0042654

WARRANTY DEED

(Map 172-12-0D, Parcel 449.00-CO)

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, we, the undersigned, **CASEY RAINEY and wife, MARCIE RAINEY**, hereinafter referred to as "Grantors", have bargained and sold and do hereby transfer and convey unto **AARON CAVENY and MADISON CAVENY, husband and wife**, hereinafter referred to as "Grantees", their heirs and assigns forever, that certain property located and situated in Davidson County, Tennessee, and more particularly described as follows:

LAND located in Davidson County, Tennessee, being all of Lot No. V-11 as shown on Exhibit B1 & B6 to the Supplemental Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Lenox Village, a Traditional Neighborhood Development, Annexing Additional Property of the Town Center Homes, a Horizontal Property Regime and Residential Neighborhood (Section Two, The Town Center Homes), of record in Instrument No. 20050324-0032209, as amended by Instrument No. 20050815-0096405, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details as to location and description of said lot.

BEING the same property conveyed to Casey Rainey, an unmarried man, by Warranty Deed from Regent Homes, LLC, a Tennessee Limited Liability Company, dated October 3, 2005, of record in Instrument No. 20051005-0120274, in the Register's Office of Davidson County, Tennessee.

Marcie Rainey, spouse of Casey Rainey, joins in this conveyance to convey any and all right, title, claim and interest she may have in said property, marital or otherwise.

THIS CONVEYANCE IS MADE SUBJECT TO minimum building setback lines, public utility and drainage easements, and all other matters as shown on subdivision plat of record in Instrument No. 20050322-0031182; as Exhibit B2 and B5 in Instrument No. 20050324-0032209; amended in Instrument No. 20050815-0096405 shown as Exhibit A & B2; Master Deed Restrictions of record in Instrument No. 20020315-0032825; Declaration of Charter, Easements, Covenants, and Restrictions for the Residential Neighborhood of record in Instrument No. 20020315-0032826; Special Covenants and Restrictions for the Town Center Homes at Lenox Village and other Common Maintenance Parcels as set out as Exhibit C to the instrument of record as Instrument No. 20031212-017842, and made applicable to the subject property by Instrument No. 20050324-0032209 as made applicable by Supplemental Declaration of Charter of record in Instrument No. 20050324-0032209; Charter of the Lenox Village Town Center Association, Inc. of record in Instrument No.

20031016-0153550; Storm Water Detention Agreement granted to the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 7361, page 230 and Instrument No. 20020408-0042676; Easement for Sanitary Sewers and/or Storm Drainage, Water Mains and appurtenances of record in Instrument No. 20040310-0027422 and Instrument No. 20030923-0140666; all in the Register's Office for Davidson County, Tennessee; and to all zoning and subdivision regulations of the appropriate governmental body, together with any easements or right-of-ways for public roads and utilities.

See Exhibit "A" attached - 2018 Welcome Home Retention Language

This is improved property known as 7232 Althorp Way #11, Nashville, TN 37211.

TO HAVE AND TO HOLD the said real estate, together with all appurtenances, estate, title and interest belonging to the said Grantees, their heirs and assigns, forever.

Grantors covenant with the said Grantees that Grantors are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered except as noted herein, and for the 2018 real property taxes which will be prorated at closing and paid by the Grantees.

Grantors further covenant and bind Grantors, their heirs and representatives, to warrant and forever defend the title to said real estate unto the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS OUR HANDS and signatures on this the 30th day of April, 2018.

CASEY RAINEY

Marcie Rainey

MARCIE RAINEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Casey Rainey and Marcie Rainey, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal, this the 30th day of April, 2018.

Notary Public

My Commission Expires: 9-26-19

(SEAL)

MARY FUGITT
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

AFFIDAVIT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $201,000.00, 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 30th day of April, 2018.

Notary Public

My commission expires: 9-26-19

File No. 20180181

MARY FUGITT
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

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.