WARRANTY DEED

Bill Garrett Davidson County
Batch# 91154 DEEDWARR
05/11/2018 01:22:22 PM 4 pgs
Fees: $23.00 Taxes: $860.72

20180511-0045398

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $232,625.00.

Affiant

Subscribed and sworn to me on May 11, 2018.

NOTARY PUBLIC

RICHARD W. SEBASTIAN NOTARY PUBLIC TENNESSEE EXPIRES MAY 6, 2019 DAVIDSON COUNTY

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE KELLEY
330 Commerce Street, Suite 110
Nashville, TN 37201
Our File #31421

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Megan Grant 1509 Winding Creek Drive Nolensville, TN 37135	First Bank 318 Seaboard Lane, Suite 205 Franklin, TN 37067	-188-10-0E-003.00-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 Megan Grant, 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:

A certain townhome located in Davidson County, Tennessee, being Unit No. C of 157 Carothers Crossing Townhomes, a Horizontal property Regime With Private Elements, a Townhome Development established pursuant to the provision of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq. of the Tennessee Code Annotated, under the Declaration of Covenants, Conditions and Restrictions establishing 157 Carothers Crossing Townhomes, a Horizontal Property Regime With Private Elements of record in Instrument Number 20170831-0089491, in the Register's Office for Davidson County, Tennessee, and subject to the provisions and requirements thereof, and the By-Laws for the administration thereof, and all 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 thereof; said Unit being depicted on Exhibit "B" to said Declaration; together with a percentage interest in the common elements and voting percentage as set forth in said Declaration.

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. 20170731-0077406, Register's Office for Davidson County, Tennessee, dated July 26, 2017 and recorded on July 31, 2017.

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

1. 2018 Davidson County taxes and City of Nolensville taxes which have been prorated by the parties and assumed by the Grantee.
2. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Instrument No. 20170831-0089491, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
3. Subject to all matters shown on the Plan of record in Instrument No. 20170523-0051054, Register's Office for Davidson County, Tennessee, including easements retained in that portion of abandoned Carothers Road.
4. 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, amended in Instrument No. 20080515-0049892, with Supplemental to add Phase 3, Section 1, of record in Instrument No.20171002-0100688, as amended in Instrument No. 20171002-0100689 (amendment as corrected by Scrivener's Affidavit in Instrument No. 20171220-0129697), Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
5. Master Deed Restrictions of record in Instrument No. 20070627-0076581, as amended in Instrument No. 20080515-0049893, in the Register's Office for Davidson County, Tennessee, but omitting any restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
6. Charter of Carothers Crossing Neighborhood Association, Inc. of record in Instrument No. 20070307-0027908, in the Register's Office for Davidson County, Tennessee.
7. Charter of 157 Carothers Crossing Townhomes Association, Inc. of record in Instrument No. 20170831-0089490, in the Register's Office for Davidson County, Tennessee.
8. Easement and Memorandum of Agreement of record in Instrument No. 20070123-0009057, in the Register's Office for Davidson County, Tennessee.
9. Stormwater Detention Agreement of record in Instrument No. 20070702-0078659, in the Register's Office for Davidson County, Tennessee.
10. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument No. 20070810-0095900, in the Register's Office for Davidson County, Tennessee.
11. Easement for Sanitary Sewer Mains, Pumps and Appurtenances of record in Instrument No. 20170302-0020826, in the Register's Office for Davidson County, Tennessee.
12. Subject to the right of WM SUB CC, LLC, a Tennessee limited liability company, contained in the Special Warranty Deed of record in Instrument No. 20170731-0077406, Register's Office for Davidson County, Tennessee.
13. Rights and easements of adjoining landowners in and to any party wall(s) located on the insured parcel.
14. 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.
15. **Special Exceptions regarding subsidy grant as listed in Exhibit "A".**

This property is also known as improved property located at 1509 Winding Creek Drive, 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 my hand on May 11, 2018.

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 May 11, 2018.

_____
NOTARY PUBLIC

My Commission Expires: 7-5-21



EXHIBIT "A"

Grantee, 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.