WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $277,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF APRIL, 2019.

Notary Public

MY COMMISSION EXPIRES: 9-6-22

(AFFIX SEAL)

TRACEY PERRY
TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

JM-VRES-19-119

THIS INSTRUMENT WAS PREPARED BY

Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212

Karen Johnson Davidson County
Batch# 214752 **DEEDWARR**
04/08/2019 08:53:17 AM 3 pgs
Fees: $18.00 Taxes: $1,024.90

20190408-0031431

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	
Yvonne Smith	**F & M Bank**	
(NAME)	(NAME)	
119 Villa View Court	**50 Franklin Street**	**171-02-0-A02-60-0CO**
(ADDRESS)	(ADDRESS)	
Brentwood, TN 37027-3919	**Clarksville, TN 37040**	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, **ROBERT E. MAY AND MICHELE MAY, HUSBAND AND WIFE,** hereinafter called the Grantor(s), has/have bargained and sold, and by these presents do/does transfer and convey unto **YVONNE SMITH, A SINGLE WOMAN,** hereinafter called the Grantee(s), his/her/its/their heirs, successors and assigns, that certain tract or parcel of land in ~~WILLIAMSON~~ Davidson COUNTY, STATE OF **TENNESSEE**, described as follows, to wit:

Land in Davidson County, Tennessee, being Unit No. 26 on the Condominium Site Plan of Phase 1, Brentwood Villa, of record in Plat Book 6900, Page(s) 4 and 5, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Robert E. May and Michele May, husband and wife by Warranty deed from Viola V. Fingerlow, a single woman of record in Instrument No. 20151116-0115961 Register's Office for Davidson County, Tennessee, dated November 13, 2015 and recorded on November 16, 2015.

Power of Attorney is recorded simultaneously herewith for Michele S. May to sign on behalf of Robert E. May. Michele S. May is one and the same individual as Michele May.

This conveyance is subject to:
- Taxes for the year 2019 and subsequent years.
- PUD Boundary Plat of record in Plat Book 6900, Page 4, Register's Office for Davidson County, Tennessee.
- Plan of record in Plat Book 6900, Page 5, Register's Office for Davidson County, Tennessee.
- Master Deed establishing a Horizontal Property regime of Brentwood Villa, and recorded in Book 6923, page 943; Book 7035, page 115; Book 7101, page 730 as re-recorded in Book 7143, page 18 and amended in Book 7266, page 84 and Book 7423, page 574, Register's Office for Davidson County, Tennessee.
- By-Laws of Brentwood Villa of record in Book 6923, page 986; Book 7423, page 567 and Book 8074, page 564, Register's Office for Davidson County, Tennessee.
- Charter of Brentwood Villa Condominium Association, Inc. of record in Book 6936, page 895, as amended in Book 7998, page 249 and Book 8267, Page 270 Register's Office for Davidson County, Tennessee.
- Easement(s) of record in Book 5155, page 164, Register's Office for Davidson County, Tennessee.
- Stormwater Detention Agreement of record in Book 6385, page 814, Register's Office for Davidson County, Tennessee.
- Grant of Easement of record in Instrument Number 20120124-0006661, in the Register's Office for Davidson County, Tennessee.
- Any and all existing easements and restrictions as shown of record not stated herein

- **See attached Exhibit "A" which is considered part of this deed of conveyance**

This is **improved** property known as: **119 Villa View Court, Brentwood, Tennessee 37027-3919**.

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(S), their heirs and assigns forever; and we do covenant with the said GRANTEE(S) that we are 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 we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), their 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/our hand(s) this the 4th DAY OF APRIL, 2019.

Robert E. May by Michele May, attorney in fact

Robert E. May
by Michele May as his Attorney-in-fact

Michele May

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MICHELE MAY, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of ROBERT E. MAY, and who acknowledged he/she/they executed the same as the free act and deed of the said ROBERT E. MAY.

Witness my hand and official seal, this the 4th of April, 2019.

Notary Public
My Commission Expires: _____
(SEAL)

RYAN TERRELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 05-02-2022

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

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

Witness my hand and official seal, this the 4th of April, 2019.

Notary Public
My Commission Expires: _____
(SEAL)

RYAN TERRELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 05-02-2022

RETURN TO:
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212

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 and reside in this property as their primary residence for a period of five (5) years (Retention Period) from the date of the loan closing or certification of project completion.

(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.

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.