Send Tax Statements To:

Bank of Tennessee
P.O. Box 4980
Johnson City, TN 37602

Name and Address of New Owner:
George Micheal Mathews Jr
3903 Bonnafield Court
Nashville, TN 37076

This Instrument Prepared By/Return To:
JOHN G. MITCHELL, III
Attorney at Law
1535 W. Northfield Blvd., Unit 16
Murfreesboro, TN 37129

From Information Furnished By The Parties

Karen Johnson Davidson County
Batch# 215881 DEEDWARR
04/10/2019 09:12:30 AM 5 pgs
Fees: $28.00 Taxes: $736.30
20190410-0032507

Map and Parcel: 075-09-0-024.00

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **ELIZABETH J. SPANN FORMALLY KNOWN AS ELIZABETH J. ELLENBERGER AND HUSBAND, DARIEN SPANN**, has this day bargained and sold and does hereby transfer and convey unto, **GEORGE MICHEAL MATHEWS JR, UNMARRIED MAN, AND SARAH ELIZABETH RAINS, UNMARRIED WOMAN,** their heirs and assigns, forever, that certain parcel of real estate located in Davidson County, State of Tennessee, within the corporate limits of the City of Nashville, and being described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 125 on the Plan of Hermitage Hills, Section One of record in Plat Book 2900, Page (s) 48 and 49 and amended in Book 3135, Page 160, 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 Elizabeth J. Ellenberger, single woman by Warranty deed from Aaron Horbovetz of record in Instrument No. 20150505-0040908 Register's Office for Davidson County, Tennessee, dated April 24, 2015 and recorded on May 05, 2015.

This conveyance is made subject to Restrictions contained in instrument of record in Book 2992, Page 53 and Book 2998, Page 231; and to any and all matters shown on said plan of record in Plat Book 2900, Page (s) 48 and 49 and amended in Book 3135, Page 160; all of said Register's Office.

Darien Spann joins herein solely for the purpose of consenting to this Warranty Deed and releasing and conveying to the Grantee, any and all rights, title and interest he may have in the property, whether arising by virtue of marriage or otherwise.

THIS conveyance is subject to any and all existing easements and/or restrictions of record. *See attached 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.

(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.

TO HAVE AND TO HOLD said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said **GEORGE MICHEAL MATHEWS JR, UNMARRIED MAN, AND SARAH ELIZABETH RAINS, UNMARRIED WOMAN,** their heirs and assigns, forever.

The undersigned covenants with the said Grantee that it is lawfully seized and possessed of said parcel of real estate, and that it has a good right to convey the same and that it is unencumbered, except for the lien of the 2019 real property taxes which have been prorated between the parties and are assumed by the Grantee.

The undersigned further covenants and binds itself, its successors and assigns to forever warrant and defend the title to said real estate to the Grantee, their heirs and assigns, against the lawful claims of all persons, whomsoever.

This property is subject to and includes any and all lawful easements, setback lines, restrictions, etc. of record and applying to the within described property and to the zoning regulations of the appropriate governmental body.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 29th day of March, 2019.

Elizabeth J Spann formally known as Elizabeth J Ellenberger

Elizabeth J. Spann formally known as Elizabeth J. Ellenberger

Darien Spann

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for the said County and State, personally appeared, Elizabeth J. Spann formally known as Elizabeth J. Ellenberger and Darien Spann, the bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), acknowledged that she executed the foregoing instrument (WARRANTY DEED) for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL in Nashville, Tennessee, this the 29th day of March, 2019.

Amanda M Clark State of Tennessee Notary Public Rutherford County

NOTARY PUBLIC
My Commission Expires: 11/20/2021

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $199,000.00, which amount is equal to or greater than the Amount which the property transferred would command at a fair and voluntary sale.

Liz Davis
AFFIANT

SWORN to and subscribed before me,
this 29th day of March, 2019.

Jill Simmons
NOTARY PUBLIC
My Commission Expires: 9-4-19

JILL SIMMONS
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

EXHIBIT A

The language below should be inserted into the Warranty Deed or as a Restrictive Covenants to the Warranty Deed. If it is attached to the Warranty Deed as an addendum or attachment, the Warranty Deed must reference the addendum or exhibit. If recorded as a Restrictive Covenants, the document must reference the Warranty Deed.

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.

(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.

©2019 Federal Home Loan Bank of Cincinnati, all rights reserved.

TRUE COPY CERTIFICATION

I, Jill Simmons, do hereby make oath that I am a license attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Jill Simmons

Signature

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, Sheila McCord, a notary public for this county and state, Jill Simmons who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Public

My commission expires: 3/19/19

Sheila McCord
STATE OF TENNESSEE NOTARY PUBLIC
Sumner County