31705-5

Box 14

SPECIAL WARRANTY DEED

Karen Johnson Davidson County
Batch# 217489 DEEDWARRSP
04/15/2019 09:28:07 AM 2 pgs
Fees: $13.00 Taxes: $819.55

20190415-0033908

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transfer is **$221,500.00**

Affiant

Subscribed and sworn to before me, this the **11th** day of **April, 2019.**

Notary Public

My commission expires: 1/17/21

(AFFIX SEAL)

JOHN T. COOK
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY

THIS INSTRUMENT WAS PREPARED BY
Attorneys Title Company, Inc.
2927 Berry Hill Drive, Nashville, TN 37204-3126

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers
Esric O. DaSilva, Jr.	**F&M Bank ISAOA/ATIMA**	**164-04-0-B-039-00co**
5576 Hamilton Circle	**50 Franklin St**	
Antioch, TN 37013	**Clarksville, TN 37040**	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

Craighead Development, LLC, a Tennessee limited liability company

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

Esric O. DaSilva, Jr., an unmarried man

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

LAND in Davidson County, Tennessee, being Unit No. 39 on the Plan of Hamilton Run Townhomes, a Horizontal Property Regime with Private Elements, created under Title 66, Section 27-101, et seq., as amended, Tennessee Code Annotated, as established by Declaration of Covenants, Conditions and Restrictions of Hamilton Run Townhomes, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20170301-0020039 and amended in Instrument No. 20171117-0118441 and in Instrument No. 20171121-0119229, Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto. Reference is hereby made to the Plan of Hamilton Run Townhomes, shown on Exhibit "C" to the Declaration of Covenants of record in Instrument No. 20170301-0020039, Register's Office for Davidson County, Tennessee, for a more complete identification and description of said unit.

BEING part of the same property conveyed to Craighead Development, LLC, a Tennessee limited liability company, by Warranty Deed dated December 14, 2017, from Ole South/Craighead Joint Venture, a Tennessee joint venture, of record in Instrument No. 20171215-0127877, Register's Office for Davidson County, Tennessee (value or consideration shown in aforementioned Deed $700,000.00).

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

(1) The Plan as set out on Exhibit "C" to the Declaration of Covenants, Conditions and Restrictions, of record in Instrument No. 20170301-0020039, said Register's Office, and is subject to all matters as set forth therein.

(2) Declaration of Covenants, Conditions and Restrictions for Hamilton Run Townhomes, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20170301-0020039, with By-Laws appended thereto as Exhibit "B", and amended in Instrument No. 20171117-0118441 and in Instrument No. 20171121-0119229, Register's Office for Davidson County, Tennessee.

(3) Grant of Transmission Line Easements of record in Book 2336, Page 541, and in Book 4441, Page 754, Register's Office for Davidson County, Tennessee.

(4) Right-of-Way Deed granted to Davidson County, Tennessee, of record in Book 2544, Page 448, said Register's Office.

(5) Grant of Utility Line Easement to the Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board, as of record in Instrument No. 20160413-0035292, Register's Office for Davidson County, Tennessee.

(6) Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, Water Mains, Pumps, and Appurtenances, of record in Instrument No. 20160802-0079381 and in Instrument No. 20180111-0003790, Register's Office for Davidson County, Tennessee.

(7) Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20170714-0070732, said Register's Office.

(8) Agreement for Dedication of Easement for the Purpose of Public Street Right-of-Way in Instrument No. 20170420-0038993, said Register's Office.

(9) Taxes for the current year, which have been prorated and assumed by Grantee(s) herein and subsequent years not yet due and payable.

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.**

This is improved property, known as **5576 Hamilton Circle, 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, and the heirs and/or assigns of said GRANTEE, forever; and, the GRANTOR further covenants with the said GRANTEE that GRANTOR 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. GRANTOR does further covenant and bind itself and its successors and assigns, to warrant and forever defend the title to the said GRANTEE, their heirs and/or assigns, against the lawful claims of all persons claiming the same by, through, or under the GRANTOR.

Witness my/our hand(s) this **11th** day of **April, 2019.**

Craighead Partners, LLC, a Tennessee limited liability company

By: _____
Carl A. Neuhoff, Jr., Assistant Chief Manager

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of said County and State, personally appeared **Carl A. Neuhoff, Jr.** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the **Assistant Chief Manager** of **Craighead Development, LLC**, the within named bargainor, a Tennessee limited liability company, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by the said **Carl A. Neuhoff, Jr.** as **Assistant Chief Manager.**

Witness my hand, at office at Nashville, Tennessee, this **11th** day of **April, 2019.**

_____
Notary Public

My Commission Expires: 9/7/20

JEFFREY LEE BROTHERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY