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

NAME AND ADDRESS OF NEW OWNERS:
Kathryn Grace Cloud
1842 Lincoya Bay Drive
Nashville, TN 37214
SEND TAX BILLS TO:

New Owner

Return to:
BANKERS TITLE
& ESCROW CORP
5107 Maryland Way, Suite 115
Brentwood, TN 37027

Karen Johnson Davidson County
Batch# 218159 **DEEDWARR**
04/16/2019 09:26:02 AM 3 pgs
Fees: $18.00 Taxes: $686.35

20190416-0034562

WARRANTY DEED

(Map/Parcel 109-05-0D-125.00-C)

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, the undersigned, **TIM UNDERWOOD, married,** hereinafter referred to as "Grantor", has bargained and sold and does hereby transfers and conveys unto **KATHRYN GRACE CLOUD, single woman,** hereinafter referred to as "Grantee", her 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 Unit No. 1842, Cottages at Williams Bend, a Private Element Horizontal Property Regime, according to plat and survey of same appearing of record in Plat Instrument No. 20040628-0076712 and Supplementary Declarations of record in Instrument No. 20041028-0129585, and Instrument No. 20050923-0114373, 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 Tim Underwood by Warranty Deed dated June 9, 2016 from John Dowd and Sondra Dowd, Trustees of the John Dowd and Sondra Dowd Revocable Trust, U/A/D/ December 18, 2008, recorded June 13, 2016, in Instrument Number 20160613-0059267, in the Register's Office of Davidson County, Tennessee. Subject property is not the marital residence of the Grantor.
>
> THIS CONVEYANCE IS MADE SUBJECT TO: (1) all subdivision/condominium assessments, covenants, bylaws, restrictions and declarations, (2) all items set out on any applicable plat of record, (3) any and all applicable government and/or zoning regulations, (4) utility, sewer, drainage, rights of way and any other easements of record, and (5) any and all other matters of public record.
>
> ****See attached Exhibit A which is considered part of this deed of conveyance.**

This is improved property known as 1842 Lincoya Bay Drive, Nashville, TN 37214.

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

Grantor covenants with the said Grantee that Grantor are lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same

is unencumbered except as noted herein, and for the 2019 real property taxes which will be prorated at closing and paid by the Grantee.

Grantor further covenants and binds Grantor, his heirs and representatives, to warrant and forever defend the title to said real estate unto the said Grantee, her heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS OUR HAND and signature on this the 15th day of April, 2019.

TIM UNDERWOOD

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 Tim Underwood, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal, this the 15th day of April, 2019.

Notary Public

My Commission Expires: May 15th, 2021

(SEAL)

J. KASEY TALBOTT STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY, TENN

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 $185,500.00, 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 15th day of April, 2019.

Notary Public

My commission Expires: May 15th, 2021

File No. GTS1-2019-209

J. KASEY TALBOTT STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY, TENN

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.