G31768-4 BOX 14

SPECIAL WARRANTY DEED

Karen Johnson Davidson County
Batch# 219909 DEEDWARRSP
04/22/2019 08:35:50 AM 3 pgs
Fees: $18.00 Taxes: $1,058.20
20190422-0036081

State of Tennessee)
County of Davidson)

The actual consideration or value, whichever is greater, for this transfer is $286,000.00.

Montser Melek
Affiant

Subscribed and sworn to before me, this the 19th day of April, 2019.

Notary Public

My commission expires: 1/9/21
(AFFIX SEAL)

ANDREW THOMAS WOOD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON 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
Montser Melek and Madlen Youssef	**U.S. Bank National Association**	**150-14-O-D-110.00co**
5109 Seabisquit Drive	**P.O. Box 20005**	
Antioch, TN 37013	**Owensboro, KY 42304-0005**	

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

BMCH Tennessee, LLC, a Delaware limited liability company

HEREINAFTER CALLED THE GRANTOR, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO

Montser Melek and Madlen Youssef, husband and wife

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 Lot No. 110 on the Final Plat of Keeneland Downs, Phase Two, a Planned Unit Development, of record in Instrument No. 20180525-0050194 as corrected by Surveyor's Certificate of Correction of record in Instrument No. 20180605-0053852 and further corrected by Certificate and Affidavit of Correction to Plat of record in Instrument No. 20180911-0089784, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

BEING part of the same property conveyed to BMCH Tennessee, LLC, a Delaware limited liability company by Special Warranty Deed dated September 19, 2016, from KDNS Ventures, LLC, a North Carolina limited liability company, of record in Instrument No. 20160920-0098810, and by Quitclaim Deed dated December 29, 2017, of record in Instrument No. 20171229-0132367, Register's Office for Davidson County, Tennessee.

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

1) **The Plan of record in Instrument No. 20180525-0050194 as corrected by Surveyor's Certificate of Correction of record in Instrument No. 20180605-0053852 and further corrected by Certificate and Affidavit of Correction to Plat of record in Instrument No. 20180911-0089784, said Register's Office, shows an Owner's Certificate, and is subject to all matters as set forth therein.**
2) **Matters shown on the Plan of record in Instrument No. 20070612-0070162, said Register's Office.**
3) **Declaration of Restrictive Covenants of record in Instrument No. 20050428-0047256, said Register's Office.**
4) **Supplementary Declarations of Restrictive Covenants for Keeneland Downs, of record in Instrument No. 20100329-0023418, and in Instrument No. 20180921-0093579, said Register's Office.**
5) **Right-of-Way Easements to Davidson County, Tennessee, of record in Book 2544, Page 388, and in Book 2544, Page 450, said Register's Office.**
6) **Right-of-Way Easement to Colonial Pipeline Company, of record in Book 3570, Page 15, said Register's Office.**
7) **Storm Water Detention Agreement of record in Instrument No. 20051026-0129107, said Register's Office.**
8) **Easement to BellSouth Telecommunications, Inc. of record in Instrument No. 20070625-0075335, said Register's Office.**

9) Declaration of Public Utility Easement Agreement with Covenants and Restrictions of record in Instrument No. 20080312-0024884, said Register's Office.

10) Charter of Keeneland Downs Homeowners' Association, Inc., of record in Instrument No. 20100329-0023419, said Register's Office.

11) Easement for Sanitary Sewers and/or Storm Drainage Water Main, Pumps, and Appurtenances of record in Instrument No. 20140625-0055377, said Register's Office.

12) Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20170714-0070983, said Register's Office.

13) 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 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.

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

This is improved property, known as: **5109 Seabisquit Drive, Antioch, TN 37013.**

TO HAVE AND TO HOLD the above described property together with all the rights of appurtenances thereto in any form belonging unto the said Grantees, and the heirs and/or assigns of said Grantees, forever; and except as to the reservations from and exceptions set forth in this instrument, Grantor does hereby bind itself and its successors and/or assigns, to warrant and forever defend the title to the said Grantees, their heirs and/or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under the Grantor, but not otherwise. 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 its hand by its duly authorized officer this **19th** day of **April, 2019**.

BMCH Tennessee, LLC, a Delaware limited liability company

By: UCP, LLC, a Delaware limited liability company, as sole Member

By: _____

John Hennebery, Division President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of said County and State, personally appeared **John Hennebery**, 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 **Division President** of UCP, LLC, a Delaware limited liability company (the "UCP"), and who further acknowledged the UCP to be the sole Member of BMCH Tennessee, LLC, the within named bargainor, a Delaware limited liability company, and that he as such **Division President**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing for and in behalf of the UCP by himself as such **Division President**, said UCP signing as sole Member.

Witness my hand, at office at Nashville, Tennessee, this **9th** day of **April, 2019.**

Kelly Stenberg
Notary Public

My Commission Expires: 3/8/22

