G#31585-2 BOX #14

SPECIAL WARRANTY DEED

Karen Johnson Davidson County
Batch# 222134 DEEDWARRSP
04/26/2019 08:34:34 AM 2 pgs
Fees: $13.00 Taxes: $798.46

20190426-0038351

State of Tennessee)
County of Davidson)

The actual consideration or value, whichever is greater, for this transfer is **$215,800.00**.

Affiant

Subscribed and sworn to before me, this the 25th 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
Kacey Leigh Passmore	**F&M Bank**	**181050A90800CO**
908 Governors Court	**50 Franklin Street**	
Antioch, TN 37013	**Clarksville, TN 37040**	

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

Craighead Partners, LLC, a Tennessee limited liability company

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

Kacey Leigh Passmore, an unmarried woman

HEREINAFTER CALLED THE GRANTEE, HER 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. 908 on the Plan of Mill Ridge 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 for Mill Ridge Townhomes, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20180222-0017114, Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto as Exhibit "B". Reference is hereby made to the Plan of Mill Ridge Townhomes, shown on Exhibit "C" to the Declaration of Covenants of record in Instrument No. 20180222-0017114, said Register's Office, for a more complete identification and description of said unit.

BEING part of the same property conveyed to Craighead Partners, LLC, a Tennessee limited liability company, by Warranty Deed dated October 30, 2017, from Tennessee Bank & Trust, a Tennessee corporation, of record in Instrument No. 20171103-0112843, Register's Office for Davidson County, Tennessee (value or consideration shown in aforementioned Deed $928,000.00).

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

1) All matters shown on the Plan as set out on Exhibit "C" to the Declaration of Covenants, of record in Instrument No. 20180222-0017114, Register's Office for Davidson County, Tennessee;

2) Declaration of Covenants, Conditions and Restrictions for Mill Ridge Townhomes, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20180222-0017114, with Bylaws appended thereto as Exhibit "B", Register's Office for Davidson County, Tennessee;

3) Declaration of Covenants, Conditions and Restrictions for the Master Regime of Mill Ridge, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20180222-0016771, said Register's Office;

4) Subject to the flow of Mill Creek also known as Holt Creek;

5) Easement for access to and from Mill Creek as of record in Book 2803, Page 42, said Register's Office;

6) Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 10419, Page 526, said Register's Office;

7) Stormwater Detention Agreement of record in Instrument No. 20061219-0156348, Register's Office for Davidson County, Tennessee;

8) Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, Water Mains, Pumps and Appurtenances of record in Instrument No. 20061219-0156351, said Register's Office;

9) Subject to a Slope Easement and Temporary Construction Easement as set out in the Deed to the State of Tennessee, of record in Instrument No. 20171024-0108924, said Register's Office;

10) Declaration of Restrictions and Covenants for Stormwater Facilities and Systems as set out in the Maintenance Document for Mill Ridge, of record in Instrument No. 20180212-0013648, said Register's Office;

11) Grant of Easement to Comcast Cable Communications Management, LLC, of record in Instrument No. 20190123-0006610, said Register's Office; and,

12) Taxes for the current year which have been prorated and assumed by the Grantees herein and the 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 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-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: **908 Governors Court, 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 25th day of April, 2019.

Craighead Partners, LLC, a Tennessee limited liability company

By: _____
Carl A. Neuhoff, Jr., Vice President

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 **Vice President** of **Craighead Partners, 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 **Vice President.**

Witness my hand, at office at Nashville, Tennessee, this **25th day** of **April, 2019.**

My Commission Expires: Jan. 3, 2023

Katherine Goodson
Notary Public

KATHERINE GOODSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY