Karen Johnson Davidson County
Batch# 222985 DEEDWARR
04/29/2019 09:54:23 AM 3 pgs
Fees: $18.00 Taxes: $850.63

20190429-0038961

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $229,900.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS **25th** day of **April, 2019**.

Notary Public

My Commission Expires: 1/3/23

(AFFIX SEAL)

STATE OF TENNESSEE NOTARY PUBLIC
STACY DENSON PALMER
DAVIDSON COUNTY

**THIS INSTRUMENT WAS PREPARED BY**
Toro Title, LLC, 933 E. Trinity Lane, Nashville, Tennessee 37207

| ADDRESS NEW OWNER AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS: |
|---|---|---|
| Melody Gibson<br>3801 Moss Rose Drive,<br>Nashville, TN 37216 | new owners | Part of 07306000100 |

## ***WARRANTY DEED***

For and in consideration of the sum of Ten and No/100 ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Brady Development Group, LLC, a Texas Limited Liability Company, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto Melody Gibson, hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

**Land in Davidson County, Tennessee, being Unit "A" of The Plan of 3801 MOSS ROSE TOWNHOMES, A TOWNHOUSE PLANNED UNIT DEVELOPMENT, a Horizontal Property Regime with Private Elements, as shown on Exhibit "B" of DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 3801 MOSS ROSE TOWNHOMES, of record as Instrument Number 20180918-0092646, Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate legal description.** and amended in No. 20181001-0097320

**This conveyance is made subject to all the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Section 66-27-101 et seq. of the Tennessee Code Annotated and is subject to the By-Laws and Charter for the administration thereof, and is subject to easements, rights and interests in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and building thereon; and also including, without limitations, all conditions, covenants, restrictions and options, burdens, Assessments and other undertakings contained in the Master Deed of record as Instrument Number 20180918-0092646, Register's Office for Davidson County, Tennessee.**

**Being part of the same property conveyed to Brady Development Group, LLC, a Texas Limited Liability Company, by virtue of that certain Warranty Deed dated March 5, 2018, and being of record in Instrument Number 20180306-0020931 in the Register's Office of Davidson County, Tennessee.**

Return to:
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212
FILE #: 0-VRES-19-3801

This conveyance is made subject to:

1. Taxes and assessments for the year 2019 and subsequent years, plus any penalties and interest which may accrue.

2. Easements or claims of easements not shown by the Public Records.

3. Subject to all matters as shown in instrument recorded in Instrument Number 20180918-0092646, Register's Office for Davidson County, Tennessee.

4. Covenants, conditions, and restrictions as set forth in instrument recorded in Instrument Number 20180918-0092646, Register's Office for Davidson County, Tennessee.

**This is improved property known as:** 3801 Moss Rose Drive, Nashville, TN 37216

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to said Grantee, her successors and assigns, forever; and Grantor does covenant with 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, except as otherwise herein set out. Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said land to said Grantee, her successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hand this **25th** day of **April, 2019**.

Brady Development Group, LLC

By: Danny R. Brady, Managing Member

State of Tennessee )

County of Sumner )

Personally appeared before me, Danny R. Brady, Managing Member known to me (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is an authorized Managing Member of Brady Development Group, LLC, and acknowledged that such person executed the same on behalf of Brady Development Group, LLC, with authorization to do so from Brady Development Group, LLC.

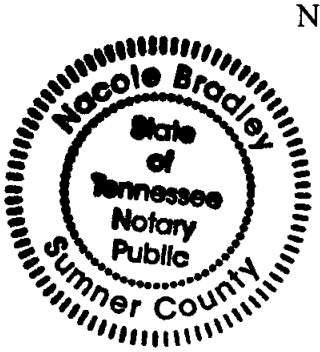
Witness my hand and official seal, this **25th** day of **April, 2019.**

Nacole Bradley

NOTARY PUBLIC

My Commission Expires:

July 2019



## ***EXHIBIT A TO 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.

1. (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.
2. (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:
    1. (A) The unit was assisted with a permanent mortgage loan funded by an AHP advance;
    2. (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
    3. (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.