WARRANTY DEED

ATT VIXAYVONG
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

MY COMMISSION EXPIRES: 01/18/22

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Rutherford (AV)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $165,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF May. 2019.

Notary Public

MY COMMISSION EXPIRES: _____

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Sidwell & Barrett, PC
Stewart Title Company Tennessee Division, 121 1st Ave S, Ste 200, Franklin, TN 37064-6300

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Letitia Smith	Pinnacle Bank	108080E01900CO
(NAME)	(NAME)	Karen Johnson Davidson County
1314 Quail Valley Road	150 3rd Ave. S., Ste. 100	Batch# 225935 **DEEDWARR**
(ADDRESS)	(ADDRESS)	05/06/2019 09:06:13 AM 3 pgs
Nashville, TN 37214	Nashville, TN 37201	Fees: $18.00 Taxes: $610.50
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	20190506-0041912

For and in consideration of the sum of ten dollars, cash in hand paid by the hereinafter named GRANTEE(S), and other good and valuable considerations, the receipt of which is hereby acknowledged, I, Dianne Custard, a single woman, hereinafter called the GRANTOR(S), has bargained and sold, and by these presents do transfer and convey unto Letitia Smith, a single woman, hereinafter called the GRANTEE(S), and/or her 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 19, Lot No. 27, in a Horizontal Property Regime as shown on the Condominium Site Plan, Phase 6, Revision of Lots 25, 26, 27 & 28, Section Three, Quail Valley, of record in Plat Book 5800, Page 204 and as established by Master Deed of record in in Book 5884, Page 534 and in Book 5970, Page 828, amendments of record in Book 6081, Page 130, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate.

Being the same property conveyed to Dianne Custard, a single woman by Warranty Deed from Ernestine S. Fisher and husband, Bobby Fisher, dated 04/30/2015, recorded 05/05/2015 of record in Instrument No. 20150505-0041054, in the Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

SEE ATTACHED EXHIBIT A

Taxes for 2019 and subsequent years, a lien not yet due and payable.

All matters shown on the plat of record in Plat Book 5800, Page 204, in the Register's Office for Davidson County, Tennessee.

Covenants, conditions, easements and restrictions of record in Book 5931, Page 506, in the Register's Office for Davidson County, Tennessee.

Plat Map of record in Book 5200, Page 433, in the Register's Office for Davidson County, Tennessee.

Master Deed of Quail Valley Phase VI Condominiums of record in Book 5970, Page 828, in the Register's Office for Davidson County, Tennessee.

Master Deed and Amendment Establishing the Horizontal Property Regime of Quail Valley Condominiums Phase III and Amendment to Phase I and II of record in Book 5884, Page 534, Amendment of record in Book 6081, Page 130, Notice of Violation of Master Deed and Nonacceptance of record in Book 6903, Page 123 and Corrected and Modified of record in Book 9082, Page 873, in the Register's Office for Davidson County, Tennessee.

Warranty Deed of record in Book 6002, Page 537, in the Register's Office for Davidson County, Tennessee.

Charter contained in Articles of Amendment to the Charter of Quail Valley Homeowner's Association, Inc., of record in Book 6371, Page 105, Articles of Amendment of record in Book 7872, page 35, in the Register's Office for Davidson County, Tennessee.

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

unimproved ☐

This is improved ☒ 1314 Quail Valley Road, Nashville, TN 37214

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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(S), his/her/their assigns forever; and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), his/her/their assigns, against the lawful claims of all persons whomsoever. 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.

Effective the 3rd day of May, 2019 .

Dianne Custard by Tonja Barron attorney in fact

Dianne Custard by Tonja Barron, as her attorney in fact

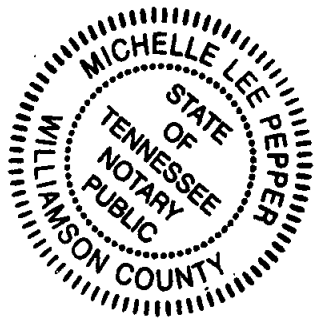
State of Tennessee
County of Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Tonja Barron, the bargainor(s), with whom I am personally acquainted and who proved himself to be the attorney in fact of Dianne Custard and who being authorized to do so acknowledged she executed the within instrument for the purposes therein contained.

Witness my hand and Official seal this 3rd day of May, 2019.

Michelle Pepper

Notary Public:
My Commission Expires: May 22, 2019



RETURN TO:
Stewart Title Company Tennessee Division
5107 Maryland Way
Brentwood, TN 37027

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.