Karen Johnson Davidson County
Batch# 381802 DEEDWARR
04/03/2020 02:16:24 PM 2 pgs
Fees: $13.00 Taxes: $1,332.00
20200403-0036058

Prepared by:
Centennial Title Company, Inc.
30 Burton Hills Blvd., #165
Nashville, TN 37215

39-B
File #20-1047

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Robert A. Mitchell, married,** hereinafter called the **Grantor,** has bargained and sold, and by these presents does hereby transfer and convey unto **Joseph Zackary Repass, unmarried man,** hereinafter called the **Grantee,** Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: To Wit:

Land in Davidson County, Tennessee, being Lot No. 52 on the Map of Southmeade Subdivision of record in Book 1835, pages 118 and 119, Register's Office for said County.

Said Lot No. 52 fronts 149.0 feet on the broken easterly margin of Morriswood Drive and extends back 272.5 feet on the northerly line and 285.0 feet on the southerly line to a dead-line in the rear measuring 174.9 thereon.

Being the same property conveyed to Robert A. Mitchell by deed from Robert D. Owens and William E. Owens, dated January 22, 2003, of record in Inst. No. 20030127-0010477, Register's Office for Davidson County, Tennessee. Robert A. Mitchell is married; however, the subject property has not been the residence of his spouse or issue.

The property conveyed herein is subject to matters shown on the recorded plan, matters set out in the above referenced Declarations and By-Laws, and to applicable easements, conditions, assessments and restrictions therein, and Property Taxes for the current year.

Grantee(s), for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's (the FHLB Cincinnati) Affordable Housing Program (AHP), 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 written notice of any sale, transfer, assignment of title or deed such as to the Secretary of HUD, foreclosure, or refinancing of the unit by the household occurring during the AHP 5-year Retention Period.

(ii) In the case of a sale, transfer, assignment of title or deed, or refinancing of the unit by the household during the Retention Period, the Bank shall be repaid the lesser of: (A) the AHP subsidy, reduced on a pro rata basis per month until the unit is sold, transferred, or its title or deed transferred, or is refinanced, during the AHP 5-year retention period; or (B) any net proceeds from the sale, transfer, or assignment of title or deed of the unit, or the refinancing, as applicable, minus the AHP-assisted household's investment; unless one of the following exceptions applies.

1. The unit was assisted with a permanent mortgage loan funded by an AHP advance;
2. The subsequent purchaser, transferee, or assignee 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);
3. The amount of the AHP subsidy that would be required to be repaid is $2,500 or less; or
4. 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 event of foreclosure or, conveyance by deed in lieu of foreclosure, an assignment of a Federal Housing Administration first mortgage to the Secretary of HUD, or death of the AHP-assisted homeowner.

This is improved property, known as: 4324 Morriswood Drive, Nashville, TN 37204.

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, Grantee's heirs or assigns, forever. Grantor covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has good right to convey it, and the same is unencumbered, unless otherwise herein set out. Grantor further covenants and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and 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.

NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT	TAX MAP-PARCEL #:
Joseph Zackary Repass	Bank of Tennessee	132-07-0-048.00
4324 Morriswood Drive	301 E. Center Drive	

WITNESS THE EXECUTION HEREOF this 2nd day of April, 2020.

Robert A Mitchell

State of Tennessee)
County of Davidson)

On this 2nd day of April, 2020, before me the undersigned, a Notary Public in and for said County and State, personally appeared before me the within named Robert A Mitchell, the bargainor(s), to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

Notary Public

My Commission Expires: 3/6/22

ANGELA Y. POSTON-WILLIAMSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

State of Tennessee)
County of Davidson)

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: **$ 360,000.00.**

Affiant

Sworn and subscribed before me on this the 2nd day of April, 2020.

Notary Public

My Commission Expires: 3/6/22

ANGELA Y. POSTON-WILLIAMSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON