WARRANTY DEED

Karen Johnson Davidson County
Batch# 384742 DEEDWARR
04/13/2020 12:07:30 PM 4 pgs
Fees: $23.00 Taxes: $777.00
20200413-0038249

STATE OF TENNESSEE
COUNTY OF ~~WILSON~~ Sumner

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $210,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8TH DAY OF APRIL, 2020.

Notary Public

MY COMMISSION EXPIRES: 4-17-23

(AFFIX SEAL)

GREGORY D. WAGNER STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

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
Emmanuel Valdez	Emmanuel Valdez	120-02-0-163.00
(NAME)	(NAME)	
1304 Mercury Drive	1304 Mercury Drive	
(ADDRESS)	(ADDRESS)	
Nashville, TN 37217	Nashville, TN 37217	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

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/we **Stephen Higgins, a married man**, hereinafter called the GRANTOR(S), has/have bargained and sold, and by these presents do transfer and convey unto **Emmanuel Valdez, a single man**, hereinafter called the GRANTEE(S), his/her/their 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. 91, on the Plan of Stardust Acres, as of record in Book 1424, Page 92, Register's Office for said County, to which map reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Stephen Higgins, a single Person by Warranty Deed from Geneva Faye Shumate, unmarried, dated 03/03/2014, of record in Instrument 201403040018227, Register's Office for Davidson County, Tennessee. Stephen Higgins having since married.

This property was never the marital residence of the Grantor or his spouse.

This conveyance is subject to the following: Taxes for the year 2020 and subsequent years, a lien not yet due and payable, which have been prorated as of the day of closing and assumed by the Grantee herein; All matters shown on the plat of record in Plat Book 1424, Page 92, in the Register's Office for Davidson County, Tennessee; Covenants, conditions, easements and restrictions recorded in Book 1682, Page 1, said Register's Office.

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.

See Exhibit "A" hereto attached.

unimproved ☐

This is improved ☒ 1304 Mercury Drive, Nashville, TN 37217

(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 8th day of April, 2020.

Stephen Higgins

State of Tennessee
County of Wilson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Stephen Higgins, the bargainor(s), with whom I am personally acquainted or proved to me on the basis of satisfactory evidence to be the person(s) described herein, and who acknowledge that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and Official seal this 8th day of April, 2020.

Notary Public:
My Commission Expires: 5.17.21

TRACEY TRUMPHOUR
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

RETURN TO:
Stewart Title Company Tennessee Division
13026 Lebanon Road, Ste 100
Mount Juliet, TN 37122

202004130038249

EXHIBIT "A" of the Warranty Deed
conveying property located at 1304 Mercury Drive, Nashville, TN
to: Emmanuel Valdez

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 (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 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 $2,500.00 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.

True Copy Certification

I, Gregory D. Vadner, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

STATE OF Tennessee)
COUNTY OF Sumner)

Personally appeared before me, Rebecca Dohoda, a Notary Public for this County, Gregory D. Vadner, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 5-19-20

Rebecca A. Dohoda
State of Tennessee Notary Public
Rutherford County