This instrument prepared by:
Momentum Title, LLC
630 W. Burton Street
Murfreesboro, TN 37130
File Number: 3-20-6704

Karen Johnson Davidson County
Batch# 385808 DEEDWARR
04/15/2020 09:00:30 AM 4 pgs
Fees: $23.00 Taxes: $765.90
20200415-0039220

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $207,000.00.

Affiant

Subscribed and sworn to before me, this the 10th day of April, 2020.

Notary Public
My Commission Expires: 1/3/23

Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
Leona Edwards 709 Carmel Avenue Nashville, TN 37115	New Owner	052 02 0 070.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), 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, **Kelley Mathis, unmarried, n/k/a Kelley Mathis Hess , married** , hereinafter called the Grantor(s), have bargained and sold, and by these presents do transfer and convey unto **Leona Edwards, an unmarried woman**, hereinafter called the Grantee(s), his/her/their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Tract One: Being the Easterly 20 feet of Lot No. 32 and the Westerly 40 feet of Lot No. 31, Block D, on the Revised Map of Rainbow Terrace Subdivision, of record in Plat Book 1130, Page 85, Register's Office for Davidson County, Tennessee, said part of said lots adjoin and front together 60 feet on the Northerly side of Carmel Avenue, and run back between parallel lines 145 feet to a dead line.

Tract Two: Being the Easterly 10 feet of Lot No. 31, Block D, on the Revised Map of Rainbow Terrace Subdivision, of record in Plat Book 1130, Page 85, Register's Office for Davidson County, Tennessee, said part of Lot 31, Block D, fronts 10 feet on the North side of Carmel Avenue and runs back between parallel lines 145 feet to a dead line.

Being the same property conveyed to Kelley Mathis, unmarried, by Warranty Deed from Martha F. Steele, of record in Instrument No. 20090504-0040513 in the Register's Office of Davidson County, Tennessee, dated April 20, 2009 and recorded on May 04, 2009.

Chris Hess executes this document for the purpose of conveying any/all interest in subject property by virtue of his marriage to Kelly Mathis Hess.

This is ☒ improved or ☐ unimproved property located at: **709 Carmel Avenue, Nashville, TN 37115**

SEE ATTACHED EXHIBIT "A". THIS IS TO BE INCORPORATED AND MADE PART OF THIS DEED.

This conveyance is made subject to 1) Property taxes for the year 2020 a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the Grantor paying their prorated share thereof to the Grantee who will be responsible for payment of said taxes; 2) all applicable zoning ordinances; 3) utility, sewer, drainage and other easements of record; 4) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record; 5) building restrictions; and 6) other matters of public record.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES 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 GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 10th day of April, 2020.

GRANTOR:

Kelley Mathis Hess

Kelley Mathis Hess

Chris Hess

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Kelley Mathis Hess and Chris Hess, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she/they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office this 10th day of April, 2020.

WESLEY INSCOE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Notary Public
My Commission expires: 10-2-23

Return to:

MAGNOLIA
TITLE & ESCROW

1104 Fatherland Street
NASHVILLE, TN 37206

EXHIBIT "A"

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 theloan 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.

Certificate of Authenticity

I, Leslie Garside, 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.

Leslie Garside

Signature

State of Tennessee

County of Davidson

Personally appeared before me, D. Hardwick, a notary public for this county and state, Leslie Garside who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

D. Hardwick

Notary's Signature

My Commission Expires: 5/23/2023

Notary's Seal (If on paper)

D. Hardwick
STATE OF TENNESSEE NOTARY PUBLIC
County of Sumner