Karen Johnson Davidson County
Batch# 399429 DEEDWARR
05/13/2020 09:04:30 AM 3 pgs
Fees: $18.00 Taxes: $813.63
20200513-0049455

Name and Address of New Owner:
Heather Christine Roth
714 James Avenue
Nashville, TN 37209

Send Tax Bills To:
SAME

This Instrument Prepared By:
Bell Law Settlement Services, LLC
112 30th Avenue North
Nashville, TN 37203

Map & Parcel No: 091050W01500CO

# WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby irrevocably acknowledged, **670 James Avenue, LLC, a Limited Liability Company**, "the Grantor," has this day bargained and sold and by these presents does hereby sell, give, transfer and convey unto **Heather Christine Roth,** "the Grantee," the following described real estate in Davidson County, Tennessee:

A certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Being Unit 15, of The Rows At The Annex, A Horizontal Property Regime with Private Elements, as stated and recorded in Instrument No. 20180516-0046957, Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to 670 James Avenue, LLC by Quitclaim Deed from HR Properties of Tennessee, recorded on March 02, 2017, of record in Instrument No. 20170302-0020973, Register's Office Davidson County, Tennessee.

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.

This is improved property known as 714 James Avenue, Nashville, TN 37209.

TO HAVE AND TO HOLD said real estate unto the Grantee, and the Grantee's successors, heirs and assigns, forever in fee simple.

Grantor covenants that it is lawfully seized and possessed of said real estate, has good right and lawful authority to convey the same, that the title thereto is clear, free and unencumbered (except as hereinbefore specifically set out), and will forever warrant and defend said title against any and all lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed on the 29th day of April, 2020.

670 James Avenue, LLC, a Limited Liability Company

_____(SEAL)
John A. Bell, Jr-Authorized Agent

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, in and for said County and State, appeared, John A Bell Jr, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be the Authorized Agent of The Mulch Property Development Company, LLC, the within named bargainor, and he as such Authorized Agent being authorized so to do, executed the foregoing instrument (DEED) for the purposes therein contained by signing the name of The Mulch Property Development Company, LLC by himself as Authorized Agent.

Witness my hand and seal, at office in Nashville, this 29th day of April, 2020.

_____
Notary Signature

My commission expires: 3-8-2021



202005130049455

## AFFIDAVIT OF VALUE

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

The undersigned hereby offers this instrument for recording within the meaning of the statutes of the State of Tennessee under Tenn. Code Ann. Section 67-4-409, and hereby swears and affirms that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $219,900.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

(Affiant)

Sworn to and subscribed before me this
29th day of April, 2020.

Notary Public
My commission expires: 3-8-2021
File No. 2020-983

**True Copy Certification**

I, John A Bell Jr., 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.

Signature

State of TN

County of Davidson

Personally appeared before me, [illegible] a notary public for this county and state, John A Bell Jr. 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: 3-8-2021
Notary' Seal (if on paper)