Send Tax Statements To:
New Owner

Karen Johnson Davidson County
Batch# 416209 DEEDWARR
06/16/2020 12:58:30 PM 4 pgs
Fees: $23.00 Taxes: $1,034.75
20200616-0062140

This Instrument Prepared By/Return To:
JOHN G. MITCHELL, III
Attorney at Law
1535 W. Northfield Blvd., Unit 16
Murfreesboro, TN 37129

Name and Address of New Owner:
Erving Ortiz Luna
7325 Maroney Drive
Antioch, TN 37013

From Information Furnished By
The Parties

Map and Parcel 164-4-C-24CO

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **OLE SOUTH PROPERTIES, A TENNESSEE CORPORATION**, has this day bargained and sold and does hereby transfer and convey unto, **ERVING ORTIZ LUNA, AN UNMARRIED MAN,** their heirs and assigns, forever, that certain parcel of real estate located in Davidson County, State of Tennessee, within the corporate limits of the City of Antioch, and being described as follows, to-wit:

Being all of Lot No. 24, on the Final Plat of Hamilton Run Subdivision, Phase 2, a Cluster Lot Subdivision, according to plat and survey appearing of record in Instrument No. 20190521-0047861, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.

Being a portion of the same property conveyed to Ole South Properties, Inc., a Tennessee Corporation, by Warranty Deed from Ole South/Craighead Joint Venture., a Tennessee Joint Venture, dated January 28, 2020, appearing of record in Instrument No. 20200207-0014451, of the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to a Declaration of Covenants contained in instrument of record in Instrument No. 20190107-0001448; Easement for sanitary sewers and/or storm drainage, water main, pumps, and appurtenances contained in instrument of record in Instrument No. 20160802-0079381, Instrument No. 20180302-0020008, and in Instrument No. 20180312-0023073; Grant of Utility Line Easement to the Metropolitan Government of Nashville and Davidson County of record in Instrument No. 20160413-0035292; Grant of Transmission Line Easement to the United States of America of record in Book 2336, page 541, and in Book 4441, page 754; Right of Way Easement granted in Davidson County, Tennessee of record in Book 2544, page 448; Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record Instrument No. 20170714-0070732; and to any and all matters shown on said plat and survey of record in Instrument No. 20190521-0047861; all of said Register's Office.

See attached Exhibit "A" which is considered part of this deed of conveyance.

THIS conveyance is subject to any and all existing easements and/or restrictions of record.

TO HAVE AND TO HOLD said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said **ERVING ORTIZ LUNA, AN UNMARRIED MAN,** their heirs and assigns, forever.

The undersigned covenants with the said Grantee that it is lawfully seized and possessed of said parcel of real estate, and that it has a good right to convey the same and that it is unencumbered, except

for the lien of the 2020 real property taxes which have been prorated between the parties and are assumed by the Grantee.

The undersigned further covenants and binds itself, its successors and assigns to forever warrant and defend the title to said real estate to the Grantee, their heirs and assigns, against the lawful claims of all persons, whomsoever.

This property is subject to and includes any and all lawful easements, setback lines, restrictions, etc. of record and applying to the within described property and to the zoning regulations of the appropriate governmental body.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 22nd day of June, 2020.

Ole South Properties, a Tennessee Corporation

BY: _____
JOHN DAVIS, VICE PRESIDENT

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named **JOHN DAVIS,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the **VICE PRESIDENT of OLE SOUTH PROPERTIES, INC.,** executed the foregoing instrument **(WARRANTY DEED)** for the purposes therein contained, by signing the name of the corporation by himself as its **VICE PRESIDENT.**

WITNESS MY HAND AND OFFICIAL SEAL in Antioch, Tennessee, this the 22nd day of June, 2020.

Molly L. Smith
NOTARY PUBLIC
My Commission Expires: 12/18/22

MOLLY L SMITH
STATE OF TENNESSEE
NOTARY PUBLIC
RUTHERFORD COUNTY

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$279,663.00,** which amount is equal to or greater than the Amount which the property transferred would command at a fair and voluntary sale.

Brandie L. Phillips
AFFIANT

SWORN to and subscribed before me,
this 22nd day of June, 2020.

Molly L. Smith
NOTARY PUBLIC
My Commission Expires: 12/18/22

MOLLY L SMITH
STATE OF TENNESSEE
NOTARY PUBLIC
RUTHERFORD COUNTY

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, 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 of less; or
4. Following a refinancing, the unit continues to be subject to a deed restriction of 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, **Sheri Morgan**, do hereby make an 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.

Name: **Sheri Morgan**
Title: **President**

STATE OF TN
COUNTY OF **Rutherford**

Witness my hand and official seal.



Notary Public: **Brandie A Phillips**
My Commission Expires: **06/21/2020**
Commission #: **na**