WARRANTY DEED

Karen Johnson Davidson County
Batch# 421176 DEEDWARR
06/19/2020 01:11:30 PM 4 pgs
Fees: $23.00 Taxes: $851.00
20200619-0065498

STATE OF TENNESSEE
COUNTY OF Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $230,000.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF JUNE, 2020.

Notary Public

MY COMMISSION EXPIRES:
(AFFIX SEAL)

JAMIN ENQUIST
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JULY 3, 2023

THIS INSTRUMENT WAS PREPARED BY
Foundation Title & Escrow Series, LLC, 277 Mallory Station Rd, Suite 102, Franklin, TN 37067

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NO.(S)
Denys R. Martinez Silva	First Community Mortgage, Inc.	Parcel ID: 150 07 0 001.00
(NAME) 3325 Country Way Rd	(NAME) 262 Robert Rose Drive, Suite 200	
(ADDRESS) Antioch, TN 37013	(ADDRESS) Murfreesboro, TN 37129	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, I/WE, **Lemuel J Holifield, married,** hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **Denys R. Martinez Silva**, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Being Lot No. 88 on the Plan of Section Three, The Country, of record in Plat Book 5200, Page 44, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Lemuel J. Holifield, married, by Special Warranty Deed from IB Property Holdings, LLC, a Delaware Limited Liability Company, of record in Instrument No. 20130314-0025285, in the Register's Office of Davidson County, Tennessee, dated February 22, 2013 and recorded on March 14, 2013.

Nicole Holifield joins in the execution of this deed to convey any interest she might have in the above described property, particularly any marital interest.

This conveyance is subject to (a) all restrictions of record; (b) all easements of record; (c) all visible easements; (d) all matters appearing on the plan(s) of record; and (e) all matters referenced in the master deed and by-laws; and (f) all applicable government and zoning regulations.

unimproved ☐
This is improved ☒ property, known as 3325 Country Way Rd, Antioch, TN 37013

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. 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.

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 ordeed 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.

Witness our hands this 4th day of June, 2020

Lemuel J. Holifield

Lemuel J. Holifield

Nicole Holifield

Nicole Holifield

STATE OF TENNESSEE

COUNTY OF Washington

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, the within-named Lemuel J. Holifield and Nicole Holifield, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

Witness my hand and official seal, this the 9th of June, 2020.

Cindy Minton

Notary Public

My Commission Expires:

(SEAL)

CINDY MINTON
STATE OF TENNESSEE NOTARY PUBLIC
SULLIVAN COUNTY
COMM. EXP. NOVEMBER 27, 2023

Certificate of Authenticity

I, Jill Neely, do hereby make oath that I am a license attorney and/or 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.

Jill M Neely

Signature

State of Tennessee

County of Davidson

Personally appeared before me Christy Michelle Jones, **a notary public for this county and state,** Jill Neely **who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.**

Christy Michelle Jones

Notary's Signature

My Commission Expires: _____

Notary's Seal (If on paper)

CHRISTY MICHELLE JONES
STATE OF TENNESSEE NOTARY PUBLIC
DICKSON COUNTY
MY COMMISSION EXPIRES 2-27-2021