(1)

Send Tax Stat
New Owner

Karen Johnson Davidson County
Batch# 464190 DEEDWARR
08/26/2020 10:08:09 AM 3 pgs
Fees: $18.00 Taxes: $817.66

20200826-0096631

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:
Raouf Gerges
782 Bradburn Village Way
Antioch, TN 37013

From Information Furnished By
The Parties

Map and Parcel 164-6-B/208CO
Account Number:

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, INC., A TENNESSEE CORPORATION**, has this day bargained and sold and does hereby transfer and convey unto, **RAOUF GERGES AND HAYAM SAIED, A MARRIED COUPLE,** 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 Unit No. 208, on the plan of The Townhomes of Bradburn Village, Phase 2, Section 2, according to plat and survey appearing of record in Instrument Number 20190605-0053811, 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 deed from Amber Lane Development, LLC, a Tennessee Limited Liability Company, dated December 23, 2019, appearing of record in Instrument Number 20200108-0002527 , of the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to Declaration of Covenants, Restrictions and Conditions contained in instrument of record in Instrument Number 20060816-0101099 ; Amended in First Amendment of record in Instrument Number 20070717-0084884; Amended and Restated in Instrument Number 20070817-0098536, Instrument Number 20121109-0103798; and Supplementary Declarations in Instrument Number 20180226-0017976; and Instrument Number 20180713-0068064, Instrument Number 20180924-0094137, and 20190605-0053811; Right of Way Easement of Record in Book 3644, page 317;Right of Way Easement of record in Book 3670, page 396; Supplemental Right of Way Agreement of record in Book 4579, page 913; Easements of record as referenced in Installment Deed of record in Book 5799, page 662; Grant of Transmission Line Easement of record in Instrument number 20020909-0109148; Stormwater Detention Agreement of record in Instrument Number 20060608-0068199; Charter of the Townhomes of Bradburn Village Homeowners Association, Inc. of record in Instrument Number 20060823-0103546; Agreement regarding Grant of Easement of record in Instrument Number 20070622-0074712; Agreement for Dedication of Easement for Sanitary Sewers and/ or Storm Drainage of record in Instrument Number 20080502-0045461; Grant of Easement of record in Instrument Number 20170206-0012425; TVA Line and Pipeline Easement mentioned in Book 4728, page 63; Assignment of Developer's Rights under amended and restated Declaration of Covenants, Conditions and Restrictions for the Townhomes of Bradburn Village , Restrictions of record in Instrument Number 20070817-0098536 and Instrument Number 20121109-0103796; Access Utility Drainage Easement of record in Instrument Number 20171229-0132505; and to any and all matters shown on said plat and survey of record in Instrument Number 20190605-0053811; all of said Register's Office.

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

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 or deed transferred, or 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.

TO HAVE AND TO HOLD said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said **RAOUF GERGES AND HAYAM SAIED, A MARRIED COUPLE,** 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 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 20th day of August, 2020.

OLE SOUTH PROPERTIES, INC.,
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., the bargainor, and that he as such Vice President, 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 20th day of August, 2020.

_____
NOTARY PUBLIC
My Commission Expires: 5/22/22

DARA PAYNE
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $220,990.00, 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 20th day of August, 2020.

_____
NOTARY PUBLIC
My Commission Expires: 5/22/22

DARA PAYNE
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD