SPECIAL WARRANTY DEED

Karen Johnson Davidson County
Batch# 620278 **DEEDWARRSP**
04/21/2021 03:04:09 PM 3 pgs
Fees: $18.00 Taxes: $943.13

20210421-0053562

O-SB-V-21-106

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $254,900.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19 DAY OF APRIL, 2021.

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

C. LOY CARNEY NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires 05-07-2024

THIS INSTRUMENT WAS PREPARED BY
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP / PARCEL NUMBER (S)
Krisona S. Payne	**Bank of Tennessee**	
(NAME) **106 Dry Creek Commons Drive**	(NAME) **PO Box 4980**	**033-00-0-207.00**
(ADDRESS) **Goodlettsville, TN 37072**	(ADDRESS) **Johnson City, TN 37602**	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, **VASTLAND NORTHCREST DEVELOPMENT, LLC,** hereinafter called the Grantor(s), has/have bargained and sold, and by these presents do/does transfer and convey unto **KRISONA S. PAYNE, A SINGLE WOMAN,** hereinafter called the Grantee(s), his/her/its/their heirs, successors and assigns, that certain tract or parcel of land in **DAVIDSON** COUNTY, STATE OF **TENNESSEE**, described as follows, to wit:

Land in Davidson County, Tennessee, being Unit 103, together with common areas, as established by Declaration of Covenants, Conditions and Restrictions for Dry Creek Commons of record as Instrument No. 20200529-0055770, and being shown on Plat attached thereto as Exhibit "B", and said plat being re-recorded in Instrument No. 20200612-0060166, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being a Portion of the same property conveyed to Vastland Northcrst Development, LLC by Quitclaim Deed from Vastland/Eatherly/McClung/Development, LLC of record in Instrument No. 20210421-0053561 Register's Office for Davidson County, Tennessee.

This conveyance is subject to:
- Taxes for the year 2021 and subsequent years, a lien but not yet due and payable.
- Subject to all matters shown on the Plan of record in Plat Book 6250, Page 206; Plat Book 7900, Page 899; Book 9700, Page 388 and Instrument Number 20200612-0060166, Register's Office for Davidson County, Tennessee.
- Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Instrument Number 20200529-0055770, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons
- Charter for Dry Creek Commons Homeowners' Association of record in Instrument Number 20200612-0060463, in the Register's Office for Davidson County, Tennessee.
- Subject to rights of others in and to the common areas and/or elements.
- Any and all existing easements and restrictions as shown of record not stated herein

This is **improved** property known as: **106 Dry Creek Commons Drive, Goodlettsville, Tennessee 37072**.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), their heirs and assigns forever; and we do covenant with the said GRANTEE(S) 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. Grantor hereby covenants with Grantee that Grantor will forever defend Grantee against claims of all persons claiming by, through or under Grantor. No other covenants or warranties express or implied are given by this SPECIAL WARRANTY DEED. 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.

Witness my/our hand(s) this the 16 DAY OF APRIL, 2021.

Mack H. McClung, Sole Member

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MACK H. MCCLUNG, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who acknowledged himself/herself to be the SOLE MEMBER of VASTLAND NORTHCREST DEVELOPMENT, LLC the within named bargainor, a limited liability company, and that he/she as such SOLE MEMBER executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal, this the 16th of April, 2021.

Notary Public
My Commission Expires:
(SEAL)



RETURN TO:
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212

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 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 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.