(2)

Send Tax Statements To:
New Owner
_____
_____
_____

Karen Johnson Davidson County
Batch# 647326 DEEDWARR
06/01/2021 04:04:30 PM 4 pgs
Fees: $23.00 Taxes: $1,149.44
20210601-0073418

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:
Emad Tawadrous
3537 Floyd Circle
Antioch, TN 37013

From Information Furnished By
The Parties

Map and Parcel 175-2-F-6CO

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, **EMAD TAWADROUS AND CHRISTINA IBRAHIM, HUSBAND AND WIFE,** 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. 6, on the plan of Final Plat The Preserve, Phase 1, according to plat and survey appearing of record in Instrument Number 20200714-0076956 and Instrument No. 20201020-0122150, 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 deed from, Ole South/ Craighead Joint Venture, a Tennessee Joint Venture, dated January 13, 2021, appearing of record in Instrument No. 20210115-0007216, 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 20180402-0030461 and Instrument No. 20201117-01352999;Declarations for Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument Number 20180402-0030461 and in Instrument Number 20190524-0049357; Easement for Ingress/Egress and Overhead Electric and Public Utility of record in Instrument Number 20160318-0026022; Right of Way Easement conveyed to Colonial Pipeline Company dated July 19, 1963 of record inn Book 3612, page 243, conveying an easement for pipe line Right of Way 50 Feet x 25 Feet (Tract 1); Right of Way containing 0.08 acres vested in the State of Tennessee by Judgement of record in Book 4099, page 599 in the matter of the State of Tennessee VS. Wilfred Pact et al in the City Court of Davidson County, Tennessee Number A1676 (Tract 1); Supplemental Right of Way Agreement of record in Book 4603, page 29, wherein an additional Thirty Foot (30') strip of land adjacent to the right of way of record in Book 3612, page 243, is conveyed to Colonial Pipeline Company (Tract 1); Easement for Ingress and Egress purposes. Said Easement is described on the survey dated March 18, 1985, by Olsen, Zamick, & Seybert, Inc. designated as Service Number 85-129, and called the Qwest Microwave, Inc., Plan as shown on unrecorded contract for sale of real estate (Tract 1); The portion of that premises embraced within the bounds of any streets, roads, or highways (Tract 1); Subject to any unrecorded leases pertaining to the use of the cell tower located upon the subject property (Tract 2); Easement for Ingress and Egress granted to Qwest Microwave V, Inc. by deed from Wilfred T Pack and wife, Elizabeth G Pack, of record in Book 6592, page 214 (Tracts 3&4); Perpetual Easement for Highway Purposes of record in Book 4907, page 494 (Tracts 3&4); Title to that portion of the premises embraced with the bounds of Old Hickory Boulevard (Tracts 3&4); and to any and all matters shown on said plat and survey of record in Instrument Number 20200714-0076956 and Instrument No. 20201020-0122150; 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
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 **EMAD TAWADROUS AND CHRISTINA IBRAHIM, HUSBAND AND WIFE,** 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 2021 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 12th day of May, 2021.

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 12th day of May, 2021.

DOROTHY B. SANDERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 5-9-2023

_____
NOTARY PUBLIC
My Commission Expires: 5-9-2023

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $310,659.00, 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 12th day of May, 2021.

NOTARY PUBLIC
My Commission Expires: 5-9-2023

STATE OF TENNESSEE NOTARY PUBLIC

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 Tennessee
COUNTY OF **Rutherford**

Witness my hand and official seal.



Notary Public: **Brandie A Phillips**
My Commission Expires: **05/18/2024**
Commission #: **na**