WARRANTY DEED

Karen Johnson Davidson County
Batch# 659953 **DEEDWARR**
06/18/2021 03:07:31 PM 3 pgs
Fees: $18.00 Taxes: $1,029.71

20210618-0082840

DM-SB-AP-21-943-42

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $278,300.00.

Brenda Cerda
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF JUNE, 2021.

Megan Paulus
Notary Public

MY COMMISSION EXPIRES: 3/7/23
(AFFIX SEAL)

MEGAN PAULUS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

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)
Brenda Cerda	**Homeland Community Bank**	
(NAME)	(NAME)	
943 Ashland Place Drive	**900 North Chancery Street**	**069 06 0B 042.00**
(ADDRESS)	(ADDRESS)	
Nashville, TN 37218	**McMinnville, TN 37110**	
(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, **RWA/ASHLAND PLACE, LLC, A TENNESSEE LIMITED LIABILITY COMPANY,** hereinafter called the Grantor(s), has/have bargained and sold, and by these presents do/does transfer and convey unto **BRENDA CERDA, AN UNMARRIED PERSON** 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:

A certain unit located in Davidson County, Tennessee, being known and designated as Unit No. 42 of Ashland Place Townhomes, a Townhouse Planned Unit Development, a Horizontal Property Regime with Private Elements, established pursuant to the Declaration of Covenants, Conditions and Restrictions establishing Ashland Place Townhomes, a Townhouse Planned Unit Development, a Horizontal Property Regime, of record in Instrument No. 20160826-0089473 and Amendment recorded in Instrument No(s). 20161021-0111700 and 20180530-0051597 and Supplemental Declaration recorded in Instrument No. 20190507-0042739 and Corrected Supplemental Declaration recorded in Instrument No. 20190619-0059213, in the Register's office for Davidson County, Tennessee, and with said Unit being depicted on Exhibit "B" to said Declaration; together with a percentage interest in the common elements as set forth in said Declaration.

Being part of the same property conveyed to RWA/Ashland Place, LLC, a Tennessee limited liability company, by Quitclaim Deed from Omega Properties, LLC, a Tennessee limited liability company, of record in Instrument No. 20160826-0089471, in the Register's Office of Davidson County, Tennessee, dated August 25, 2016 and recorded on August 26, 2016.

Being part of the same property conveyed to Omega Properties, LLC, a Tennessee limited liability company, by Special Warranty Deed from Henry S. Hood, as to a 50% undivided interest and Sarah J. Hood, as to a 50% undivided interest of record in Instrument No. 20151104-0112572, in the Register's Office of Davidson County, Tennessee, dated November 04, 2015 and recorded on November 04, 2015.

This conveyance is made subject to the 2021 Welcome Home Retention Language attached hereto as "Exhibit A" in the Warranty Deed

This conveyance is subject to:
• County of DAVIDSON taxes for the year 2021 and thereafter, not yet due and payable.

• Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann _ 67-5-603, et seq.

• Liability as to taxes resulting from rollback and/or greenbelt taxes pursuant to the provisions of Tenn Code Ann _67-5-1001, et seq.

• Conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other provisions contained in or incorporated by reference into the Master Deed establishing Ashland Place Condominiums of record in Instrument No. 20070731-0090537, as

amended by instrument(s) of record in Instrument No. 20131004-0104449 and Subordination of Master Deed recorded in Instrument No. 20131004-0104452 and Termination of Master Deed recorded in Instrument No. 20160826-0089472; also subject to easements, rights and interests in favor of other unit owners, and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and building thereon.

• Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. 20160826-0089473 and amendment recorded in Instrument No(s). 20161021-0111700 and 20180530-0051597 and Supplemental Declaration recorded in Instrument No. 20190507-0042739 and Corrected Supplemental Declaration recorded in Instrument No. 20190619-0059213.

• Covenants, Conditions and Restrictions as set forth in Declaration of Restrictions and Covenants for Stormwater Facilities and Systems recorded in Instrument No. 20160609-0058481.

• Easement for Right of Way, recorded in Book 6570, Page 248 and reformed by Order and Judgment of record in Book 8045, Page 982 and Instrument No. 20190628-0062921.

• Easement for Sanitary Sewers, Storm Drainage, Water Mains and Appurtenances, recorded in Book 6785, Page 153.

• Easement for Water Mains and Appurtenances, recorded in Book 6910, Page 562.

• Stormwater Detention Agreement as set forth in instrument recorded in Instrument No. 20070302-0025691.

• Any and all existing easements and restrictions as shown of record not stated herein

This is **improved** property known as: **943 Ashland Place Drive, Nashville, Tennessee 37218**.

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; 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 GRANTEE(S), 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.

Witness my/our hand(s) this the 15 DAY OF JUNE, 2021.

RWA/Ashland Place, LLC, a Tennessee Limited Liability Company

BY:_____
John Gleaves
Authorized Agent

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned Notary Public, personally appeared JOHN GLEAVES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the AUTHORIZED AGENT of RWA/ASHLAND PLACE, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, the within named bargainor, a corporation, and that such person, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability corporation as AUTHORIZED AGENT.

Witness my hand and official seal, this the 14th of June, 2021.

_____
Notary Public
My Commission Expires: _____
(SEAL)

KATE NYQUIST
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 11-8-2021

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.