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Fees: $23.00 Taxes: $1,302.44
20210914-0122929

34454-5

THIS INSTRUMENT PREPARED BY:
Attorneys Title Company, Inc.
2927 Berry Hill Drive, Nashville, TN 37204-3126

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
Shady Khela and Mary Shaker	U.S. Bank National Association	164-03-0-C-004-00co
3056 Talisman Way	PO Box 20005	
Antioch, TN 37013	Owensboro, KY 42304-0005	

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned, **Century Communities of Tennessee, LLC, a Delaware limited liability company**, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey to **Shady Refaat Khela and Mary Samwil Metry Shaker, husband and wife**, hereinafter called the Grantee, its successors and assigns, certain land in Davidson County, State of Tennessee, described as follows, to-wit:

LAND in Davidson County, Tennessee, being Lot No. 4 on the Final Plat of Hamilton Church Manor, Phase 1, of record in Instrument No. 20210312-0033541 and Ratification and Adoption of Amended and Restated Plat, of record in Instrument No. 20210713-0094113, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

BEING part of the same property conveyed to Century Communities of Tennessee, LLC by Special Warranty Deed dated January 14, 2021 from Bradburn Village Phase 4 Partnership, a Tennessee general partnership, of record in Instrument No. 20210115-0006782, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is **$352,010.00**

Shady Refaat Khela
Affiant

Subscribed and sworn to before me this **13th** day of **September, 2021**.

Notary Public

JEFFREY S. BENZ
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

My commission expires: July 3, 2023

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.

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, its successors and assigns, forever; and Grantor covenants with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except for those matters set forth in Exhibit "A" attached hereto and incorporated herein by reference, to all of which this conveyance is expressly made subject; and Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through, or under the said Grantor, but not further or otherwise.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized representative this 13TH day of SEPTEMBER, 2021.

BMCH Tennessee, LLC, a Delaware limited liability company, by: UCP, LLC, a Delaware limited liability company, as sole Member

By: _____
Dan Divjak, Division Vice President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of said County and State, personally appeared **Dan Divjak**, 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 **Division Vice President** of UCP, LLC, a Delaware limited liability company (the "UCP"), and who further acknowledged the UCP to be the sole Member of BMCH Tennessee, LLC, the within named bargainor, a Delaware limited liability company, and that he as such **Division Vice President**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing for and in behalf of the UCP by himself as such **Division Vice President**, said UCP signing as sole Member.

Witness my hand, at office at Nashville, Tennessee, this 13TH day of SEPTEMBER, 2021.

KELLY STENBERG
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-8-2022

Kelly Stenberg
NOTARY PUBLIC
My Commission Expires: 3.8.22

EXHIBIT A
To
Special Warranty Deed from
Century Communities of Tennessee, LLC to
Shady Khela and Mary Shaker, husband and wife

EXCEPTIONS

The Plan of record in Instrument No. 20210312-0033541 and Ratification and Adoption of Amended and Restated Plat, of record in Instrument No. 20210713-0094113, said Register's Office.

Declaration of Covenants, Conditions, and Restrictions for Hamilton Church Manor and Declaration of Covenants, Conditions and Restrictions for Hamilton Church Manor townhouses, a Townhouse Planned Unit Development (Horizontal Property Regime with Private Elements), of record in Instrument No. 20210114-0006145, amended in Instrument No. 20210119-0008158 and Ratification and Adoption of the Declaration, of record in Instrument No. 20210826-0115250 and corrected in Instrument No. 20210827-0115886 and By Laws appended thereto as Exhibit "D-1", Register's Office for Davidson County, Tennessee.

Charter of Hamilton Church Manor Owners' Association, Inc., of record in Instrument No. 20210119-0008156, said Register's Office.

Easements for sanitary sewers and/or drainage to the Metropolitan Government of Nashville and Davidson County by agreed Final Order, of record in Instrument No. 20090619-0057110, said Register's Office.

Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, of record in Instrument No. 20190620-0059751 and Instrument No. 20200730-0084116, said Register's Office.

Letter of Responsibility regarding private utilities within the townhome portion, of record in Instrument No. 20191010-0103809, said Register's Office.

Grant of Utility Line Easement to the Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of said Government, of record in Instrument No. 20200612-0060360, said Register's Office.

Taxes for the current year, which have been prorated and assumed by Grantor(s) herein and subsequent years not yet due and payable.

This is improved property, known as **3056 Talisman Way, Antioch, TN 37013**