This Instrument Prepared by and returned to:
Lillian R. Gilmer, Esq.
RENO & CAVANAUGH, PLLC
424 Church Street, Suite 2910
Nashville, TN 37219

ADDRESS NEW OWNER:
Josette Simpson
4096 Polk Forest Circle
Nashville, TN 37207

MORTGAGEE:
Habitat for Humanity of Greater Nashville
414 Harding Place, Suite 100
Nashville, TN 37211

SEND TAX BILL:
To Mortgagee*

MAP AND PARCEL:
059-08-0A-403.00-CO

Karen Johnson Davidson County
Batch# 854043 **DEEDWARRSP**
05/12/2022 09:47:21 AM 3 pgs
Fees: $18.00 Taxes: $947.20
20220512-0054497

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $256,000.00.

Affiant

Subscribed and sworn to before me, 6th day of May, 2022.

Notary Public

TRACY BEASLEY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
MY COMMISSION EXPIRES 11-3-2025

My Commission expires: _____

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **BIZIMANA VIANNEY and NYIRARUKUNDO CHANTAL,** a married couple (hereinafter called the "Grantor"), have bargained and sold and by these presents do transfer and convey unto **JOSETTE SIMPSON,** an unmarried person (hereinafter called the "Grantee"), her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot 403, as shown on the map entitled Final Plat, Park Preserve, Phase 1E and 4B, of record in Instrument No. 20190821-0084150, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Bizimana Vianney and Nyirarukundo Chantal, a married couple, by deed from Habitat for Humanity of Greater Nashville dated January 17, 2020, of record as Instrument No. 20200123-0008332, said Register's Office.

The above-referenced land is improved property known as 4096 Polk Forest Circle, Nashville, Tennessee 37207 (the "Property").

This conveyance is made subject to the following:

1. General or special taxes and assessments required to be paid in the year 2022.
2. Matters shown on the Plan of record as Instrument No. 20190821-0084150, said Register's Office.
3. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record as Instrument No. 20100122-0005684, amended as Instrument No. 20100316-0019840, Instrument No. 20101027-0086058, Instrument No. 20200310-0026897 and Instrument No. 20210505-0060122, said Register's Office.
4. Storm Water Detention Agreement of record as Instrument No. 20171204-0123505, said Register's Office.
5. Landscape Agreement of record as Instrument No. 20031027-0157840, said Register's Office.
6. Declaration of Temporary Access and Utility Easement Agreement of record in Instrument No. 20180906-0088389, said Register's Office.
7. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems contained in instrument of record in Instrument No. 20180910-0089299, said Register's Office.
8. Declaration of Restrictive Covenants recorded in Instrument No. 20191015-0105575, said Register's Office.
9. Restrictions as set forth in deed of record as Instrument No. 20200123-0008332, said Register's Office.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, her heirs and assigns, forever; and Grantor does covenant with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and that the same is unencumbered, unless otherwise herein set out; and Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, her heirs and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise. 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.

In addition to the encumbrances listed above, this conveyance is made subject to the following covenants and restrictions, which shall be binding upon the Grantee herein, and her heirs, assigns and subsequent grantees, it being the intent of Grantor that these covenants and restrictions run with the Property.

NON-DISCRIMINATION

During such time as the property described herein is used for a purpose for which assistance under the Housing Opportunity Program Extension Act of 1996, P.L. 104-120, was provided or for another proposed involving the provision of similar services or benefits, then no person having an interest in this property shall refuse service for or accommodation or other benefits to any person with respect to the property on account of the person's race, color or national origin or otherwise engage in discrimination conduct of any kind or account of a person's race, color or national origin with respect to the property. This covenant shall run with the land.

Grantee hereby grants to Grantor for a period of thirty (30) years from the date hereof the first right of refusal concerning any bona fide offer to purchase the Property. That is, prior to conveying the Property or any interest therein to anyone, Grantee must give Grantor written notice of the terms of the conveyance and reasonable evidence that the proposed conveyance is serious and legitimate. Within thirty (30) calendar days of receiving Grantee's written notice of the proposed conveyance, Grantor will inform Grantee of whether Grantor is willing to take title of the Property under similar terms as the proposed sale. Any amount to be paid to Grantee pursuant to this paragraph shall be reduced by the amounts outstanding under any promissory note(s) made by Grantee payable to the order of Grantor. This covenant shall also run with the land.

[SIGNATURES ON NEXT PAGE]

WITNESS our hand this 6th day of May, 2022.

BIZIMANA VIANNEY

NYIRARUKUNDO CHANTAL

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Tracy Beasley, a Notary Public of said County and State, **BIZIMANA VIANNEY and NYIRARUKUNDO CHANTAL**, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office, 6th day of May, 2022.

Notary Public

My Commission expires: _____

