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:**
Gia Barden
803 Sherwood Commons Way
Nashville, TN 37207

**SEND TAX BILL:**
**To Mortgagee***

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

**MAP AND PARCEL:**
**060-01-0A-002.00 CO**

Karen Johnson Davidson County
Batch# 882569 **DEEDWARRSP**
06/30/2022 02:21:38 PM 3 pgs
Fees: $18.00 Taxes: $869.13

20220630-0076183

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $234,900.00.

Affiant

Subscribed and sworn to before me, 29th day of June, 2022.

Notary Public

RYAN A. HARRIS STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY My Commission Expires 10-03-2022

My Commission expires: 10/03/2022

## 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, **HABITAT FOR HUMANITY OF GREATER NASHVILLE**, a Tennessee non-profit corporation (hereinafter called the "Grantor"), has bargained and sold and by these presents does transfer and convey unto **GIA BARDEN,** 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 Unit No. 803, on the plan of Sherwood Commons Townhomes, a Townhome Planned Unit Development, as shown on Exhibit B to the Declaration of Covenants, Conditions and Restrictions of Sherwood Commons Townhomes, a Townhome Planned Unit Development, a Horizontal Property Regime with Private Elements of record in Instrument No. 20210201-0014214, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description thereof.

Being a portion of the same property as conveyed to Habitat for Humanity of Greater Nashville, a Tennessee not-for-profit corporation, by deed from J2K Builders, LLC and William G. Wallis, Sr., of record as Instrument No. 20180816-0081413, dated August 15, 2018, said Register's Office.

The above-referenced land is improved property known as 803 Sherwood Commons Way, Nashville, Tennessee 37207 (the "Property").

This conveyance is made subject to the following:

1. Taxes for the year 2022 and subsequent years.
2. Declaration of Covenants, Conditions, Liens, Easements and Restrictions of Sherwood Commons Townhomes, a Townhome Planned Unit Development, a Horizontal Property Regime with Private Elements, including but not limited to easements, assessments, special assessments, charges and liens of record as Instrument No. 20210201-0014214, said Register's Office.
3. Sanitary Sewer Easement of record in Book 6764, Page 81, said Register's Office.
4. Sanitary Sewer Easement of record in Book 6764, Page 120, said Register's Office.
5. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record as Instrument No. 20200220-0018999, said Register's Office.
6. Right-of-Way Easement of record as Instrument No. 20210222-0021092, 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.

## OWNER RETENTION

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.

**WITNESS** my hand this 29th day of June, 2022.

**HABITAT FOR HUMANITY OF GREATER NASHVILLE**

By: _____
Danny Herron, President and Chief Executive Officer

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public within and for said State and County aforesaid, personally appeared **Danny Herron**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **Chief Executive Officer and President** of **Habitat for Humanity of Greater Nashville,** the within named bargainor, a Tennessee nonprofit corporation, and that he as such President and Chief Executive Officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President and Chief Executive Officer.

Witness my hand, at office, 29th day of June, 2022.

_____
Notary Public

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

My Commission expires: _____