Karen Johnson Davidson County
Batch# 964550 DEEDWARR
01/26/2023 08:29:30 AM 4 pgs
Fees: $22.00 Taxes: $0.00
20230126-0005890

This Instrument Prepared By:
Bell Law Settlement Services, LLC
112 30th Ave., N.
Nashville, TN 37203

DEED OF CORRECTION

WHEREAS, by Warranty Deed of record in Instrument Number 20190702-0064388, Register's Office for Davidson County, Tennessee, **670 James Avenue, LLC,** (hereinafter "Grantor") conveyed a certain real property of land in Davidson County, Tennessee, to **Luke Scott Benda and Paige E. Benda, husband and wife** ("Grantee").

WHEREAS, by inadvertence and mutual mistake, said deed contains erroneous information in the legal description of the property intended to be conveyed which was described as follows:

"A certain tract or parcel of land located in Davidson County, Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, Being Unit 59 of the Rows of the Annex, as contained in Master Deed, of record in Instrument No. 20170501-0042517, shown on the plat attached as Exhibit "B" to the Declaration of Covenants, Conditions, and Restrictions for 670 James Ave. a Horizontal Property Regime with Private Elements, of record in Instrument No. 20180516-0046957, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to 670 James Ave, LLC by Quitclaim Deed from HR Properties of Tennessee, recorded on March 02, 2017, of record in Instrument No. 20170302-0020973, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to HR Properties of Tennessee, a General Partnership by Deed from Bellar Auto Parts, Inc., a Tennessee corporation filed of record on 12/21/2015, in Instrument No. 20151221-0127692, Register's Office for Davidson County, Tennessee.

Grantee(s), for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's (FHLB Cincinnati) Affordable Housing Program, 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 notice of any sale, refinancing, foreclosure, conveyance by deed in lieu of foreclosure, assignment of the first mortgage to the Secretary of HUD, or change in ownership of the unit occurring prior to the end of the Retention Period.

(ii) In the case of a sale or refinancing of the unit prior to the end of the Retention Period, an amount equal to a pro rata share of the AHP Subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the seller owned the unit, shall be repaid to the FHLB Cincinnati from any net gain realized upon the sale or refinancing of the unit; unless:

(A) The unit was assisted with a permanent mortgage loan funded by an AHP advance;

(B) The purchaser 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); or

(C) 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 foreclosure or conveyance by deed in lieu of foreclosure or any assignment of the first mortgage to the Secretary of HUD.

This is improved property known as 700 James Avenue, Apt. 41, Nashville, TN 37209."

WHEREAS, the Grantee and Grantor have agreed to correct said errors;

NOW THEREFORE, the said Grantor for the purpose of correcting said error and in consideration of the sum of $10.00 to them in hand paid, have bargained and sold and by these presents do bargain, sell, quitclaim and convey unto Grantee, their heirs successors and assigns, any and all interest in a certain tract or parcel of land in Davidson County, State of Tennessee, which is described as follows:

"A certain tract or parcel of land located in Davidson County, Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, Being Unit 59 of the Rows of the Annex, as contained in Master Deed, of record in Instrument No. 20170501-0042517, shown on the plat attached as Exhibit "B" to the Declaration of Covenants, Conditions, and Restrictions for 670 James Ave. a Horizontal Property Regime with Private Elements, of record in Instrument No. 20180516-0046957, Register's Office for Davidson County, Tennessee.

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This is improved property known as 700 James Avenue, #41, Nashville, TN 37209."

TO HAVE AND TO HOLD said land, together with all the privileges and appurtenances thereunto belonging to the said grantee, their heirs and assigns, in fee simple forever, and the said grantors do hereby re-affirm and ratify all covenants and warranties and stipulations made and provided in said deed of record in Instrument No. 20190702006438 Register's Office for said County.

IN WITNESS THEREOF the parties have executed this instrument as of this 24 of January, ~~2022~~ 2023

GRANTOR:

670 James Avenue, LLC
By John A. Bell, Jr (Authorized Agent)

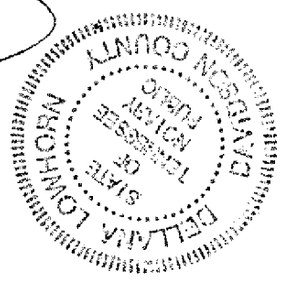
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, **John A. Bell, Jr., Authorized Agent for 670 James Avenue, LLC**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), being authorized to do so executed the foregoing instrument on behalf of said company for the purposes therein contained.

Witness my hand, at Office, this 24 day of January ~~2022.~~ 2023

Notary Public

My commission expires: 3/3/24



Tennessee Certification of Electronic Document

I, Regina Sullo, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 1/24/23 (date of document).

Regina Sullo
Affiant Signature

1/25/23
Date

State of TN

County of DAVIDSON

Sworn to and subscribed before me this 25th day of January, 2023.

Notary's Signature

NOTARY'S SEAL

SHARON FERNANDEZ
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-3-2026

MY COMMISSION EXPIRES: 3/3/26