Karen Johnson Davidson County
Batch# 982414 DEEDWARR
03/20/2023 02:18:30 PM 4 pgs
Fees: $23.00 Taxes: $1,109.63
20230320-0020005

WARRANTY DEED

JAMIE MOONEY
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

State of Tennessee
County of Rutherford

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $299,900.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th day of March, 2023

Notary Public

MY COMMISSION EXPIRES: ~~February 08, 2024~~ 11/22/2025

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Southeast Title of Murfreesboro, LLC, 805 South Church Street, Suite 12, Murfreesboro, TN 37130

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Michael Tribue Jr.	New Owner	164050A01500CO
(NAME)	(NAME)	
4316 Summercrest Blvd. #715		
(ADDRESS)	(ADDRESS)	
Antioch, TN 37013		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, **Rachael Kitts, an unmarried woman,** hereinafter called the GRANTORS, have bargained and sold, and by these presents do transfer and convey unto **Michael Tribue JR , an unmarried person,** hereinafter called the GRANTEES, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Unit No. 715 of Summer Glen Townhomes, Phase 2, a Horizontal Property Regime with Private Elements (PUD) as shown on the site plan attached to and shown as Exhibit 2, established by Declaration of Covenants Conditions and Restrictions for Summer Glen Townhomes, a Townhome Planned Unit Development, a Horizontal Property Regime with Private Elements of record in Instrument No. 20180116-0004525 as amended by the First Supplement The Declaration of Covenants, Conditions and Restrictions of Sumner Glen Townhomes, a Townhome Planned Unit Development, a Horizontal Property Regime with Private Elements, Annexing Phase 2 Property, of record in Instrument No. 20181220-01220-0123931 and amended by the First Amendment to the Declaration of Covenants Conditions and Restrictions for Summer Glen Townhomes, a Townhome Planned Unit Development, a Horizontal Property Regime with Private Elements of record in Instrument No. 20190807-0078437, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description, along with all ownership interest and rights regarding all related Private Elements, Common Elements and Limited Common Elements as specified in said Declarations.

Being the same property conveyed to Rachael Kitts, an unmarried woman by deed from NVR, Inc., a Virginia Corporation T/A Ryan Homes, dated 11-8-19 of record in Instrument #20191112-0116300, Register's Office for said County.

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 S-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:
I. 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.

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, 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.
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.
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 S-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:
I. 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.
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.

unimproved ☐

This is improved ☑ property, known as 4316 Summercrest Blvd. #715, Antioch, TN 37013

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES 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 GRANTEES, 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 hands this 17th day of March, 2023.

Rachael Kitts

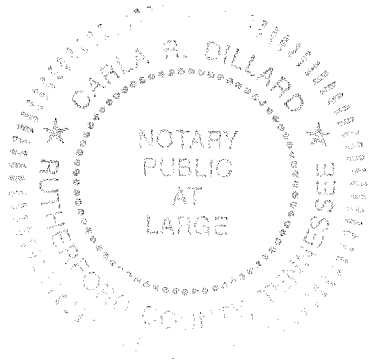
State of Tennessee
County of Rutherford

Personally appeared before me Rachael Kitts, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for purposes therein contained.

WITNESS my hand and seal this 17th day of March, 2023.

Notary Public Carla R. Dillard
My Commission Expires: February 08, 2024

File No.: 2848



Tennessee Certification of Electronic Document

I, Jamie Mooney, 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 3/17/2023 (date of document).

Affiant Signature

3/20/23
Date

State of Tennessee

County of Rutherford

Sworn to and subscribed before me this 20 day of March, 2023.

Notary's Signature

MY COMMISSION EXPIRES: 9/21/24

NOTARY'S SEAL

