Karen Johnson Davidson County
Batch# 1037668 DEEDWARR
08/14/2023 08:10:30 AM 4 pgs
Fees: $23.00 Taxes: $1,202.50
20230814-0062700

WARRANTY DEED

KEMBERLY POWELL
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

STATE OF TENNESSEE
COUNTY OF SUMNER

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $320,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th day of August, 2023

Notary Public

MY COMMISSION EXPIRES: 4-23-25
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY AND RETURN TO:
Warranty Title LLC dba Warranty Title Ins Co, 120 Anderson Lane
Hendersonville, TN 37075

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NO(S).:
Jeffrey Brock Wilcox and Hannah Diane Wilcox	First Bank	18-12-A-4
(NAME)	(NAME)	
105 Judith Court	722 Columbia Ave.	
(ADDRESS)	(ADDRESS)	
Goodlettsville, TN 37072	Franklin TN 37064	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	File No.: 20231221

For and consideration of the sum of ten dollars, cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, I/we, **Sara M. Fischer, a married woman,** hereinafter called the GRANTOR, have bargained and sold, and by these presents do transfer and convey unto **Jeffrey Brock Wilcox and Hannah Diane Wilcox, husband and wife,** 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. :

Certain real property situate in Davidson County, Tennessee, and described as follows:

Being Lot No. 4 on the Plan of Final Plat of Section One, Emerald Cove, a Planned Unit Development of record in Plat Book 6900, pages 629-631, inclusive, Register's Office for Davidson County, Tennessee, to which record reference is hereby made for a more particular description thereof.

BEING the same property conveyed to Patricia J. Howell, a married woman, by Warranty Deed from James S. Foglesong III, dated May 21, 2020, and filed of record in Instrument No. 20200527-0054703, Register's Office for Davidson County, Tennessee. Patricia J. Howell conveyed said property to Patricia J. Howell and Sara J. Fischer, joint tenants with right of survivorship, by Quitclaim Deed dated June 20, 2022 and filed of record in Instrument No. 20220624-0072838 said Register's Office. The said Patricia J. Powell having died a citizen and resident of Davidson County, Tennessee, on or about 03/24/2023, leaving the said Sara J. Fischer, the surviving tenant by the entirety and sole owner of said land.

Sara J. Fischer and Sarah M. Fischer are one and the same person.

Subject property was not the Grantors marital residence.

See Exhibit A

RESTRICTIONS:

This conveyance is made subject to restrictions appearing of record in Book 7511, page 581, Register's Office for said County, and to easements, setback lines, notes, and any matters indicated on the aforesaid subdivision plat.

Unimproved ☐

This is improved ☒ property, known as 105 Judith Court, Goodlettsville, TN 37072
(House No.) (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 I/we do covenant with the said GRANTEES that I/we am/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 I/we do further covenant and bind myself, my 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 any gender shall be applicable to all genders.

It is expressly agreed by the parties hereto that all taxes for the current year shall be prorated between them as of the date of this deed.

This conveyance is expressly made subject to reservations, restrictions, easements, covenants and conditions contained in former instruments of record pertaining thereto and to all easements and encroachments apparent from an inspection of the property.

Witness my hand this 9th day of August 2023

Sara M. Fischer

STATE OF Tennessee)
County OF Sumner)

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, Sara M. Fischer, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 9th of August, 2023.

Notary Public
My Commission Expires: 4/26/26

ANITA L. PARKER
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

EXHIBIT A

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.

Tennessee Certification of Electronic Document

I, Trudy Milliken, 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 8-9-23 (date of document).

Affiant Signature

8-13-23
Date

State of TN

County of Sumner

Sworn to and subscribed before me this 13th day of August, 2023.

Notary's Signature

MY COMMISSION EXPIRES: 3/1/25

NOTARY'S SEAL

KIM PERRY
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY