WARRANTY DEED

Karen Johnson Davidson County
Batch# 1041557 DEEDWARR
08/23/2023 10 14 49 AM 3 pgs
Fees $18 00 Taxes $1,461 50

20230823-0065825

STATE OF TENNESSEE
COUNTY OF Rutherford

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $395,000 00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF AUGUST, 2023.

Notary Public

MY COMMISSION EXPIRES 5-16-2026
(AFFIX SEAL)

Mary Beth Hagan
State Of Tennessee
Notary Public
Rutherford County

THIS INSTRUMENT WAS PREPARED BY
Foundation Title & Escrow Series, LLC, 277 Mallory Station Rd, Suite 102, Franklin, TN 37067

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NO (S)
Donald W. Smith and Jacquelyn Louise Smith	New Owner	Parcel ID: 150 03 0 283.00
(NAME) 3924 Hillshire Drive	(NAME)	
(ADDRESS) Antioch, TN 37013	(ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of Ten and No/100 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/WE, **Paul B. Haddix, a widower**, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **Donald W. Smith and Jacquelyn Louise Smith, 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:

Land lying in Davidson County, Tennessee, and being more particularly described as follows, to-wit:

Being all of Lot No. 594, on the Plan of Kensington of Priest Lake, Section 2, as shown by plat appearing of record in Plat Book 6250, page 592-593, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.

Being the same property conveyed to Paul B. Haddix and wife, Kathleen A. Haddix from Billie St. Aubin, unmarried by Warranty Deed dated July 9, 2012 and recorded on July 13, 2012 in Instrument No. 20120713-0061826, Register's Office for Davidson County, Tennessee. The said Kathleen A. Haddix having since died not stated, leaving Paul B. Haddix as the surviving tenant by the entirety.

See attached Exhibit "A" which is considered part of this deed of conveyance.

This conveyance is subject to (a) all restrictions of record, (b) all easements of record; (c) all visible easements; (d) all matters appearing on the plan(s) of record; and (e) all matters referenced in the master deed and by-laws, and (f) all applicable government and zoning regulations.

unimproved ☐

This is improved ☒ property, known as 3924 Hillshire Drive, Antioch, TN 37013

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 our hands this 22nd day of August, 2023

Paul B. Haddix

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State Paul B. Haddix, a widower, 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 and official seal, this the 22nd day of August, 2023.

Notary Public

My Commission Expires: 4/26/25

(SEAL)

JASON C. NGUYEN
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.