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:
Theodore Caldwell
3963 Ewing Valley Road
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:
050 07 0D 009.00 CO

Karen Johnson Davidson County
Batch # 1083888 DEEDWARRSP
12/19/2023 01:40:46 PM 3 pgs
Fees: $18.00 Taxes: $1,054.50
20231219-0097846

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $285,000.00.

Theodore Caldwell by
Tanya Caldwell
Affiant

Subscribed and sworn to before me, 15th day of December, 2023.

Tracy Beasley
Notary Public

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

My Commission expires: _____

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 **THEODORE CALDWELL,** 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 Lot(s) 9, as shown on the map entitled Village by the Creek, Section 10A, R-10 Cluster Lot Subdivision, of record in Instrument No. 20230209-0009601, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate property description.
>
> Being a portion of the same property conveyed to HABITAT FOR HUMANITY OF GREATER NASHVILLE, A TENNESSEE NOT-FOR-PROFIT CORPORATION, by deed from ROBERT E. EARHEART, JR., TRUSTEE FOR THE IRREVOCABLE TRUST FOR ROBERT E. EARHEART, SR., of record as Instrument No. 20191216-0129613, dated December 16, 2019, said Register's Office.

The above-referenced land is improved property known as 3963 Ewing Valley Road, Nashville, Tennessee 37207 (the "Property").

This conveyance is made subject to the following:

1. Taxes for 2024 and subsequent years.
2. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record as Instrument No. 20210310-0031349, said Register's Office.
3. Matters shown on the Plan of record as Instrument No. 20230209-0009601, said Register's Office.
4. Declaration of Covenants, Conditions and Restrictions for Village By The Creek Section 10 of record as Instrument No. 20231116-0089293, 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 a right of first offer to purchase the Property from Grantee in the event that Grantee elects to sell the Property. Grantee must notify Grantor in writing of his or her intent to sell the Property, and Grantor shall have thirty (30) business days in which to (i) offer Grantee a price that represents the fair market value of the Property, taking into consideration any affordability restrictions encumbering the Property, less any expenses required to rehabilitate the Property into a condition ready for a new purchaser of the Property, or (ii) notify Grantee that Grantor does not intend to make an offer to purchase the Property. Grantor shall have the right to inspect the Property, upon 48 hours notice to Grantee, in order to determine whether or not Grantor will exercise Grantor's right of first offer to purchase the Property. In the event that Grantor does not respond within the thirty (30) business day period, Grantee may move forward with the sale of the Property to a third party.

WITNESS my hand this 15th day of December, 2023.

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, 15th day of December, 2023.

_____
Notary Public

My Commission expires: _____

