Karen Johnson Davidson County
Batch# 1116566 DEEDWARRSP
03/28/2024 03:22:30 PM 4 pgs
Fees: $23.00 Taxes: $1,649.53
20240328-0021829

SPECIAL WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF SUMNER
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $445,820.00

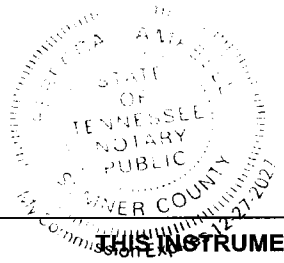
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28TH DAY OF MARCH, 2024.

Notary Public

MY COMMISSION EXPIRES: _____

(AFFIX SEAL)



THIS INSTRUMENT WAS PREPARED BY

Stewart Title Company Tennessee Division
100 Bluegrass Commons Blvd, Suite 110, Hendersonville, TN 37075

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Dean J Summers	Planters Bank, Inc	086120E22700CO
(NAME)	(NAME)	
1309 Carriage Park Drive	PO Box 1570, 1312 S Main St	
(ADDRESS)	(ADDRESS)	
Hermitage, TN 37076	Hopkinsville, KY 42240	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE(S), and other good and valuable considerations, the receipt of which is hereby acknowledged, I/we **Meritage Homes of Tennessee, Inc., an Arizona corporation**, hereinafter called the GRANTOR(S), has/have bargained and sold, and by these presents do transfer and convey unto **Dean J Summers, an unmarried man**, hereinafter called the GRANTEE(S), his/her/their 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. 227, on the plan of RIVERBROOK, a Horizontal Property Regime with Private Elements, filed as Exhibit to and established by Declaration of Covenants, Conditions and Restrictions of record in Instrument 20210701-0089420, amended and restated in Instrument 20211112-0150682, amended and restated in Instrument 20211207-0162045, amended in Instrument 20220118-0006984, Instrument 20220222-0019829, and further amended in Instrument 20230602-0041731, Register's Office for Davidson County, Tennessee, reference to which is hereby made or a more complete description.

Being part of the same property conveyed to Meritage Homes of Tennessee, Inc., an Arizona corporation by Warranty Deed dated 01/05/2021 from The Lux Development Group, LLC, a Tennessee limited liability company, of record in Instrument 20210106-0002300, Register's Office for Davidson County, Tennessee.

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

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

unimproved ☐

This is improved ☒ 1309 Carriage Park Drive, Hermitage, TN 37076
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), his/her/their assigns forever. 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. GRANTOR(S) does hereby covenant with GRANTEE(S) that GRANTOR(S) has not made, done, executed, allowed or permitted any act, instrument or thing whatever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever; and GRANTOR(S) does further covenant and bind itself, its successors, assigns and representatives, to warrant and forever defend the title to said land to said GRANTEE(S), his/her/their assigns, against the lawful claims of all persons claiming by, through or under said GRANTOR(S), but not otherwise.

Effective the 28 day of March, 2024.

Meritage Homes of Tennessee, Inc.

By: _____

Richard Roberson, Vice President of Finance - South Region

State of Tennessee
County of Williamson

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Richard Roberson with whom I am personally acquainted and who upon his oath acknowledged himself to be the Vice President of Finance - South Region of Meritage Homes of Tennessee, Inc., an Arizona corporation the within named bargainor, and corporation, and that he as such Vice President of Finance - South Region being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said Richard Roberson as such Vice President of Finance - South Region.

Witness my hand and Official seal this 28 day of March, 2024.

_____

Notary Public:
My Commission Expires: 5-3-27

LISA J HORTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

RETURN TO:
Stewart Title Company Tennessee Division Tennessee Division
100 Bluegrass Commons Blvd, Ste 110
Hendersonville, TN 37075

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 2239827

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.

CERTIFICATE OF AUTHENTICITY

I, Brenda Shelby, do hereby make oath that I am licensed attorney and/or 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 the law on 3/28/2024.

Brenda Shelby

AFFIANT

DATE: 3/28/2024

STATE OF TENNESSEE

COUNTY OF Sumner

SWORN to and subscribed before me this 28th day of March, 2024.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

JANET L. ADAMS
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
My Commission Expires 12-27-2027