Karen Johnson
Batch # 1122714
04/15/2024 10:06:10 AM
Fees: $23.00 Taxes: $1,683.50

Davidson County
DEEDWARR
4 pgs

20240415-0026550

# WARRANTY DEED

HAYLEY VOS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $455,000.00.

Shady Grant
Affiant

Subscribed and sworn to me on April 12, 2024

Hayley Vos
Notary Public

THIS INSTRUMENT WAS PREPARED BY:
Jeremy H Cherry
ORTALE KELLEY LAW FIRM
330 Commerce Street, Ste. 110
Nashville, TN 37201
Our File No.: 36777

| NAME/ADDRESS OF NEW OWNER: | SEND TAX BILLS TO: | MAP- PARCEL NO. |
|---|---|---|
| Shady Grant and Mariam Kalds<br>4533 Rockland Trail<br>Antioch, TN 37013 | SAME ADDRESS AS NEW OWNER | - 175-04-0B-009.00-CO |

**FOR AND IN CONSIDERATION** of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Regent Homes, LLC, a Tennessee Limited Liability Company, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto Shady Grant, a single man, and Mariam Kalds, a single woman, joint tenants with right of survivorship, hereinafter called **"GRANTEES,"** their 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 No. 9, as shown on the Final Plat of Oliveri, Phase 3, SP Subdivision, of record as Instrument No. 20220510-0053138, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description.**

**Being a portion of the same property conveyed to Regent Homes, LLC, a Tennessee Limited Liability Company by Warranty deed from Oliveri, LLC, a Tennessee Limited Liability Company of record in Instrument No. 20220705-0077572 Register's Office for Davidson County, Tennessee, dated July 01, 2022 and recorded on July 5, 2022.**

*** See Exhibit "A" which is considered part of this Deed of Conveyance.**

The conveyance of the above-described parcel of land is subject to the following:

1. 2024 DAVIDSON County Property Taxes which have been prorated by the parties and assumed by the Grantee.

2. Subject to all matters shown on the Plan of record in Plat at Instrument No. 20220510-0053138, in the Register's Office for Davidson County, Tennessee.

3. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Instrument Number 20220526-0061516, Instrument No. 20221129-0125078, Instrument No. 20230328-0022669 and Instrument No. 20230824-0066330, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

4. Charter for Oliveri Homeowners Association of record in Instrument Number 20220524-0060285, in the Register's Office for Davidson County, Tennessee.

5. Access and Utility Easement of record in Instrument Number 20201029-0126358, in the Register's Office for Davidson County, Tennessee.

6. Grant of Transmission Line Easement of record in Instrument Number 20020125-0010713, in the Register's Office for Davidson County, Tennessee.

7. Restriction for Stormwater Facilities and Systems of record in Instrument Number 20220322-0033021, in the Register's Office for Davidson County, Tennessee.

8. Easement to Tennessee Power Company of record in Book 437, Page 39, in the Register's Office for Davidson County, Tennessee.

9. Deed of Easement to Park Place Ventures, LLC of record in Book 11491, Page 719, in the Register's Office for Davidson County, Tennessee.

10. Right of Way Agreement with Nashville Gas Company of record in Book 5913, Page 313, in the Register's Office for Davidson County, Tennessee.

11. Sanitary Sewers and/or Storm Drainage Easement of record in Book 11766, Page 995, in the Register's Office for Davidson County, Tennessee.

12. Access, Utilities and Signage Easement of record in Instrument Number 20200102-0000494, in the Register's Office for Davidson County, Tennessee.

13. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

This property is also known as improved property located at 4533 Rockland Trail, 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 GRANTOR does covenant with the said GRANTEES that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and 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 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 hand on April 12, 2024.

**REGENT HOMES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY:**

By: _____
Bobbie Cooper, Authorized Representative

**STATE OF TENNESSEE**

**COUNTY OF DAVIDSON**

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Bobbie Cooper, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself/herself to be the Authorized Representative of Regent Homes, LLC, the within named bargainor, and that he/she as such Authorized Representative executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as Authorized Representative.

Witness my hand, at office, on April 12, 2024.

_____
NOTARY PUBLIC

My Commission Expires: 9/28/2026



# 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.