Name and Address of New Owner:
Yery Garcıa Palacios
228 Ash Grove Drıve
Nashvılle TN 37211

Return to:
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212
FILE #: JM-BR-25-228

Karen Johnson Davıdson County
Batch # 1260903 DEEDWARR
04/17/2025 02 33 41 PM 3 pgs
Fees $18 00 Taxes $1,276 50
20250417-0029564

Send Tax Bılls To·
New Owner

Thıs Instrument Prepared By.
Greater Nashvılle Tıtle, LLC
4603 Gallatin Pıke
Nashville, TN 37216

Map & Parcel No: **162-09-0-128.00**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consıderation, the receıpt and legal sufficiency of whıch are hereby ırrevocably acknowledged, **Cinco Palmas, LLC**, "the Grantor," has this day bargaıned and sold and by these presents does hereby sell, gıve, transfer and convey unto **Yery Garcia Palacios, an unmarried person,** "the Grantee," the followıng descrıbed real estate in Davıdson County, Tennessee:

Land in Davıdson County, Tennessee, being Lot No. 52 on the Plan of Hıckory View, Section 3, as of record in Book 6250, Page 960, in the Register's Office for Davıdson County, Tennessee, to whıch Plan reference is hereby made for a more complete and accurate legal descrıptıon.

Being the same property conveyed to Jose L. Fundora and Elisa Pelaez Garcıa by Warranty Deed from Yanexıs Pelaez of record ın Instrument No. 20160829-0090231 Register's Office for Davıdson County, Tennessee, dated August 19, 2016 and recorded on August 29, 2016.

Beıng the same property conveyed to Cinco Palmas, LLC by Quitclaım Deed from Jose L. Fundora Soto and Elısa Pelaez Garcia of record ın Instrument No 20220224-0021516 Regıster's Office for Davidson County, Tennessee, dated February 04, 2022 and recorded on February 24, 2022

Beıng ımproved property known as **228 Ash Grove Drive, Nashville TN 37211.**

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING·

EASEMENTS, BUILDING SETBACK LINES AND ALL MATTERS INCLUDING APPLICABLE CONDITIONS, RESTRICTIONS, RESERVATIONS, NOTES, ETC., AS SHOWN ON THE RECORDED PLAT; ALL OTHER EASEMENTS AND RESTRICTIONS OF RECORD AND EASEMENTS THAT WOULD BE MADE VISIBLE BY AN INSPECTION OF THE PREMISES; ANY GOVERNMENTAL ZONING AND SUBDIVISION ORDINANCES OR REGULATIONS IN EFFECT THEREON; THE ACCURACY OF THE INDEX BOOK OF THE SAID REGISTER'S OFFICE, AND ANY OTHER MATTERS WHICH AN ACCURATE SURVEY OF THE PROPERTY MIGHT DISCLOSE.

TOGETHER WITH any and all the rights, privileges, easements, ımprovements and appurtenances to the same belongıng

TO HAVE AND TO HOLD said real estate unto the Grantee, and the Grantee's successors, heırs and assigns, forever ın fee sımple.

Grantor covenants that it is lawfully seized and possessed of said real estate, has good right and lawful authority to convey the same, that the title thereto is clear, free and unencumbered (except as hereinbefore specifically set out), and will forever warrant and defend said title against any and all lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed on the 15th day of April, 2025.

Cinco Palmas LLC, a Tennessee Limited Liability Company

By._____
Jose Luis Soto Fundora, Member

State of Tennessee
County of Davidson

Before me, Ashlynn Hengemihle of the state and county mentioned, personally appeared Jose Luis Soto Fundora, Member with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Member of Cinco Palmas LLC, the within named bargainor, a Limited Liability Company, and that as such Member, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Limited Liability Company as Member.

Witness my hand, at office, this 15th day of April, 2025.

_____
Notary's Signature
My commission expires: 11/28/27

ASHLYNN HENGEMIHLE
NOTARY PUBLIC
TENNESSEE
WILLIAMSON COUNTY

AFFIDAVIT OF VALUE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The undersigned hereby offers this instrument for recording within the meaning of the statutes of the State of Tennessee under Tenn. Code Ann. Section 67-4-409, and hereby swears and affirms that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $345,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
(Affiant)

Sworn to and subscribed before me this 15th day of April, 2025.

_____
Notary Public
My commission expires: 05/08/28
File No. GNT-25-3861

DANA DELWORTH
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 05-08-2028

"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