WARRANTY DEED

Karen Johnson
Batch # 1352872
12/02/2025 02 05 47 PM
Fees $13 00 Taxes $1,036 00

Davidson County
DEEDWARR
2 pgs

20251202-0095499

JM-BR-25-312

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $280,000 00

Celi Flor Zavaleta
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF NOVEMBER, 2025

Notary Public

MY COMMISSION EXPIRES

(AFFIX SEAL)

PAUL HINMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 11-08-2028

THIS INSTRUMENT WAS PREPARED BY
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP / PARCEL NUMBER (S)
Celi Zavaleta Olivera	**Same As New Owner**	
(NAME)	(NAME)	**148-15-0-254.00**
312 Hooper Ct		
(ADDRESS)	(ADDRESS)	
Nashville, TN 37211		
(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 consideration, the receipt of which is hereby acknowledged, **ANDY J. BERRIOS FRANCO, AN UNMARRIED MAN,** hereinafter called the Grantor(s), has/have bargained and sold, and by these presents do/does transfer and convey unto **CELI ZAVALETA OLIVERA, UNMARRIED,** hereinafter called the Grantee(s), his/her/its/their heirs, successors and assigns, that certain tract or parcel of land in **DAVIDSON** COUNTY, STATE OF **TENNESSEE,** described as follows, to wit

Land in Davidson County, Tennessee, being Lot No 60 on the Plan of Section 6, Apache Hills of record in Plat Book 5200, Page 173, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property

Being the same property conveyed to Andy J Berrios Franco, an unmarried man by Warranty Deed from Alan Smith and Jennie Smith, husband and wife of record in Instrument No 20190619-0059191 Register's Office for Davidson County, Tennessee, dated June 17, 2019 and recorded on June 19, 2019

This conveyance is subject to
- Taxes for the year 2025 and subsequent years
- Plan of record in Plat Book 5200, Page 173, Register's Office for Davidson County, Tennessee
- Restrictions of record in Book 5449, Page 535, in the Register's Office for Davidson County, Tennessee
- Any and all existing easements and restrictions as shown of record not stated herein

Grantee(s), for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's (the FHLB Cincinnati) Rise Up Program (RUP), 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 RUP 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 RUP 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 RUP 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 RUP-assisted household's investment, unless one of the following exceptions applies

1 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 (in which case the retention period ends withthe conveyance to such purchaser),

2 The amount of the RUP subsidy that would be required to be repaid is $2,500 or less, or

3 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 RUP-assisted homeowner

This is **improved** property known as **312 Hooper Ct, Nashville, Tennessee 37211**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), their heirs and assigns forever, and we do covenant with the said GRANTEE(S) 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 GRANTEE(S), 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/our hand(s) this the 24th DAY OF NOVEMBER, 2025

Andy J Berrios Franco

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ANDY J BERRIOS FRANCO, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained

Witness my hand and official seal, this the 24th of November, 2025

Notary Public
My Commission Expires _____
(SEAL)

PAUL HINMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 11-08-2028

RETURN TO:
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212