Karen Johnson Davidson County
Batch# 1355992 DEEDWARR
12/10/2025 10:44:30 AM 4 pgs
Fees: $23.00 Taxes: $1,221.00
20251210-0098159

THIS INSTRUMENT PREPARED BY:
Horizon Land Title, Inc.
1000 Pleasant Grove Place, Ste. 100
Mt. Juliet, TN 37122

ADDRESS NEW OWNER
Brayan S. Hernandez Ticas
3605 Butler Rd
Nashville, TN 37217

MORTGAGEE
Fifth Third Bank
National Association
5001 Kingsley Dr.
MD 1MOB2X
Cincinnati, OH 45227

SEND TAX BILLS
Mortgagee

MAP-PARCEL:

136-14-0-082.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN ($10.00) DOLLARS, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, I/we, **Edward R. Dies,** a single man hereinafter called the Grantor, have bargained and sold, and by these presents do transfer and convey unto **Brayan S. Hernandez Ticas, Unmarried Man** hereinafter called the Grantee, their heirs and 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 Lot No. 102 on the Plan of Castlegate, Section 1, of record in Plat Book 4460, Page 115, 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 Edward R. Dies, a single man by Warranty Deed from Edward A. Morris, Jr., unmarried of record in Instrument No. 20081027-0107283 Register's Office for Davidson County, Tennessee, dated October 24, 2008, and recorded on October 27, 2008.

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, 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.

(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 with the 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 CONVEYANCE IS MADE SUBJECT TO: (1) all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record; (2) any and all applicable governmental and/or zoning regulations; (3) taxes which have been prorated as of the date of closing and assumed by the Grantee herein.

Property Taxes for the current year have been agreed to by the parties and will be paid for by the Grantee.

This is improved property known as **3605 Butler Rd Nashville, TN 37217.**

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 we do covenant with the said Grantees 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 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 our hands this 5th day of December, 2025.

Edward R. Dies

STATE OF Tennessee
COUNTY OF Wilson

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Edward R. Dies, a single man, the bargainor(s) with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 5th day of December, 2025.

NOTARY PUBLIC

My Commission Expires: _____

TINA D BROWN
TENNESSEE
NOTARY
PUBLIC
My Comm Exp.
10/23/2029
COUNTY OF WILSON

STATE OF Tennessee
COUNTY OF ~~Wilson~~ Sumner

The actual consideration or value, whichever is greater for this transfer is $330,000.00.

AFFIANT

Subscribed and sworn to before me this ~~5th~~ 8th day of December, 2025.

NOTARY PUBLIC

My Commission Expires: 01/30/2029

JENNIFER RUSSELL
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

Certificate of Authenticity

I, Jennifer Russell, do hereby make oath that I am a licensed attorney and/or the 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 law on 12/5/25.
Date

Jennifer Russell
Affiant Signature

12/5/25
Date

State of TN
County of Rutherford

Sworn to and subscribed before me this 5 day of December, 2025.

Notary's Signature

My Commission Expires: 12-2-28

ANGELA GRACE VANCE
STATE OF TENNESSEE
NOTARY PUBLIC
RUTHERFORD COUNTY