Karen Johnson Davidson County
Batch# 1409220 DEEDWARRSP
04/21/2026 03:10:30 PM 4 pgs
Fees: $23.00 Taxes: $1,831.50
20260421-0032946

SPECIAL WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF SUMNER
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $495,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20TH DAY OF APRIL, 2026.

Notary Public

MY COMMISSION EXPIRES: 12-27-2027

(AFFIX SEAL)

REBECCA CAMPBELL NOTARY PUBLIC STATE OF TENNESSEE SUMNER COUNTY My Commission Expires 12-27-2027

THIS INSTRUMENT WAS PREPARED BY

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

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Shafi Mohammed	US Bank National Association	76 05 0B 042.00 CO
(NAME)	(NAME)	
1942 Mahala Drive	2800 Tamarack Rd	
(ADDRESS)	(ADDRESS)	
Hermitage, TN 37076	Owensboro, KY 42301	
(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 **Shafi Mohammed and Haimanot Gessese, a married couple**, 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:

Being Lot No. 42, Chandler Reserve, Phase 5, as shown on plat of record in Instrument No. 202508200066643, in the Register's Office, Davidson County, State of Tennessee, to which plat reference is hereby made for a more complete description of said property.

Being part of the same property conveyed to Meritage Homes of Tennessee Inc. an Arizona corporation from Desperado Partners, a Tennessee general partnership dated 07/26/2021 and recorded in Instrument No. 202108020103830, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Meritage Homes of Tennessee Inc. an Arizona corporation Inc by Warranty Deed from J.D. Eatherly, Trustee of the J.D. Eatherly Revocable Living Trust dated 07/13/2018, of record in Instrument 202112140165283, Register's Office for Davidson County, Tennessee.

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 ☒ 1942 Mahala 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 20 day of April, 2026.

Meritage Homes of Tennessee, Inc.

By: _____
David Jennings, Vice President of Finance

State of Tennessee
County of Williamson

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

Witness my hand and Official seal this 26 day of April, 2026.

_____
Notary Public:
My Commission Expires: 8/5/29

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

LUCAS DANIEL GARABADIAN
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
MY COMMISSION EXPIRES 8-5-2029

EXHIBIT A

Rise Up Retention Language

FHLB

The language below should be inserted into the Deed or as a Restrictive Covenants to the Deed. If it is attached to the Deed as an addendum or attachment, the Deed must reference the addendum or exhibit. If recorded as a Restrictive Covenants, the document must reference the Deed.

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 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.

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CERTIFICATE OF AUTHENTICITY

I, Deborah Rand, 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 4/20/26.

AFFIANT

DATE: 4/21/26

STATE OF TENNESSEE

COUNTY OF Sumner

SWORN to and subscribed before me this 21st day of April, 2026

NOTARY PUBLIC

MY COMMISSION EXPIRES: 6/29/27

DEBORAH A RAND
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
My Commission Expires 06-29-2027