30x11

BOOK 10526 PG 851

WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER
IS GREATER, FOR THIS TRANSFER IS $ 56,000.00

Ovalla A. Jobe
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE
10th DAY OF July 19 97

Notary Public

MY COMMISSION EXPIRES: July 24, 1999
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
BICENTENNIAL TITLE & ESCROW, 1314 Fifth Ave. North, Suite 300, Nashville, Tennessee 37208-2726

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ovalla A. Jobe (NAME)	Right Mortgage Company (NAME)	71-5-200
1808 Glade Street (ADDRESS)	325 West Main Street (ADDRESS)	
Nashville, TN 37207 (CITY) (STATE) (ZIP)	Lebanon, Tennessee 37087 (CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Metropolitan Development and Housing Agency

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Ovalla A. Jobe, unmarried

HEREINAFTER CALLED THE GRANTEES, 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. 81 on the Plan of Brooklyn Heights of record in Book 332, page 140, said Register's Office, to which reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Metropolitan Development and Housing Agency by deed from Birdie Mae Johnson Gibson, Louise Johnson Streater, Louvenia Johnson Polk, Helen Johnson Ross, Katherine Johnson Hobson Cobble and Edna Christine Johnson Sanders, Individually and as Trustees, of record in Book 9593, page 77, Register's Office for Davidson County, Tennessee.

97 JUL 11 PM 3:49
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE
03255505

unimproved ( )
This is improved (X) property, known as 1808 Glade Street, Nashville, TN 37207
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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 my hand this 10th day of July 19 97

Metropolitan Development and Housing Agency

By: James L. Fowlkes

Gerald Nicely, Executive Director

BOOK 10526 PG 852

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Metropolitan Development and Housing Agency James L. Thiltgen for Gerald Nicely, Executive Director the bargainor _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 10th day of July 19 97.

Commission expires ~~July 24, 1999~~ 11-22-97

V. Jean Burkle
Notary Public

STATE OF TENNESSEE
COUNTY OF

Before me, _____ a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon _____ oath(s) acknowledged _____ to be the _____ and _____ respectively of the _____ the within named bargainor, and corporation, and that _____ as such _____ and _____ being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at office at _____ on this the _____ day of _____ 19_____.

My commission expires _____

_____
Notary Public

3554 07/11 0101 03CHECK 270.2

BOOK 10526 PG 853

Declaration of Restrictive Covenants

1808 GLADE STREET
NASHVILLE, TN 37207

Buyer covenants and agrees that the above described property will subject to certain restrictions as set forth in the Code of Federal Regulations, HOME Investment Partnerships Programs (24 CFR part 92), which is a federally funded program of the U.S. Department of Housing and Urban Development and is administered locally by the Metropolitan Development and Housing Agency of Nashville, Tennessee. Said restrictions will apply to the disposition of the subject property and are necessary because federal funds were used in the acquisition and construction of same.

The restrictions are as follows:

1. Pursuant to HOME regulations, as above referenced, the property will remain affordable to low income persons, as set forth in 24 CFR Part 92, without regard to the term of any mortgage or the transfer of ownership for a period not less than twenty years beginning on July 10, 1997, except that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure. The Metropolitan and Development and Housing Agency may use purchase options, right of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains ownership interest in the project or property.

The home will be deemed affordable if the subsequent purchaser's mortgage payment, including principal, interest, taxes and insurance, does not exceed 30 percent of the gross income for a family with an income equal to 75 percent of the area median income as defined by HUD. If the subsequent purchaser's income is between 76 and 80 percent of area median, then the mortgage may not exceed 30 percent of that family's income. If additional HOME assistance is provided to a subsequent buyer, a full new period of affordability is triggered. If no new HOME funds are provided, no additional years are added to the period of affordability.

2. Upon resale of a HOME subsidized house, MDHA shall exercise one of two options:

Option 1. To make the home available to a low income family that will use it as its principal residence. In this event, the seller will be entitled to a fair return on investment including any improvements as determined by MDHA.

Option 2. To recapture the full HOME subsidy, or if the net proceeds of the sale are less than the full subsidy, recapture of the net proceeds, to be used to assist other first-time home buyers. Net proceeds are defined as the sales price minus loan repayment and closing costs.

Ovalla A. Jobe
OVALLA JOBE

7/10/97
DATE

_____

_____
DATE

STATE OF TENNESSEE, DAVIDSON COUNTY; SS:

On this 10th **day of** 7/97 **before me personally appeared** Ovalla A. Jobe **to me known to be the person(s) described in who executed the foregoing instrument, and who acknowledged the execution of the same to be his/her free act and deed.**

Witness by hand and official seal

Notary Public

My Commission Expires July 24, 1999

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10526 PG 854

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 56000.00
CON TX 207.20
PRFEE 1.00
WDEED 12.00
TOTAL 220.20
CHECK 220.20

07/11/97 01 15:47 0001 3554

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0325505

IDENTIFICATION REFERENCE

97 JUL 11 PM 3:49

REGISTER
DAVIDSON COUNTY, TN

No.1173299