Davidson County DEEDWARR
Recvd: 08/22/01 15:22 3pgs
Fees:18.00 Taxes:257.15
20010822-0090877

This Instrument Prepared By:
Bankers Title & Escrow Corporation
3310 West End Avenue, 4th Floor
Nashville TN 37203
Return to Box 50-B

ADDRESS NEW OWNER:
Patricia O. Fairley
2690 Old Matthews Road
Nashville, TN 37207

SEND TAX BILL:
To Mortgagee

MORTGAGEE:
Nashville Area Habitat for Humanity, Inc.
533 Hagan Street
Nashville, TN 37203

MAP AND PARCEL:
MAP 60
GROUP 13
PARCEL 177

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **NASHVILLE AREA HABITAT FOR HUMANITY, INC., a Tennessee nonprofit corporation**, hereinafter called the Grantor, has bargained and sold and by these presents does transfer and convey unto **PATRICIA O. FAIRLEY**, hereinafter called the Grantee, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Part of Lot No. 10, on the Plan of Matthews Square of record in Book 6250, page 337, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Nashville Area Habitat For Humanity, Inc. by deed from P.H.P. Ministries, Inc. of record in Book 11615, page 449, said Register's Office.

The subject property is improved property, known as 2690 Old Matthews Road, Nashville, TN 37207.

This conveyance is made subject to the following:

1. 2001 Metro property taxes, which have been assumed by Grantee.

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, her heirs and assigns, forever; and Grantor does covenant with the Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, her heirs and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but no further or otherwise. 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.

This conveyance is subject the following covenants and restrictions which shall be binding upon the Grantee herein:

NON-DISCRIMINATION

During such time as the property described herein is used for a purpose for which assistance under the Housing Opportunity Program Extension Act of 1996, P.L. 104-120, was provided or for another purposed involving the provision of similar services or benefits, then no person having an interest in this property shall refuse service for or accommodation or other benefits to any person with respect to the property on account of the person's race, color or national origin or otherwise engage in discrimination conduct of any kind or account of a person's race, color or national origin with respect to the property. This covenant shall run with the land.

OWNER RETENTION

Grantee, their successors, heirs and assigns for and in consideration of receiving funds for the Federal Home Loan Bank of Cincinnati's Affordagle Housin Program, must maintain ownership and reside in this property as their primary residence for a period of five (5) hears (Retention Period) from the date of the recording of this deed.

(i) The Federal Home Loan Bank of Cincinnati, whose mailing address is P. O. Box 598; Cincinnati, OH 45201-0598, is to be given notice of any sale or refinancing of the unit occurring prior to the end of the Retention Period.

(ii) In the case of a sale prior to the end of the Retention Period, an amount equal to a prorata share of the direct subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the seller owned the unit, shall be repaid to the Federal Home Loan Bank of Cincinnati from any net gain realized upon the sale of the unit after deduction for sales expenses, unless the purchaser is a low or moderate income household as defined in the applicable Federal Housing Finance Board regulations for the AHP; and,

(iii) In the case of a refinancing prior to the end of the Retention Period, an amount equal to a pro rata share of the direct Subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the occupying household has owned the unit, shall be repaid to the Federal Home Loan Bank of Cincinnati from any net gain realized upon the refinancing, unless 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), (iii) and (iv) contained herein.

(iv) The obligation to repay Subsidy to the Bank shall terminate after any foreclosure.

WITNESS my hand this 26th day of July, 2001

NASHVILLE AREA HABITAT FOR HUMANITY, INC.

By: Kebbyn Bryant

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Kebbyn Bryant, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the Director of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 26th day of July, 2001.

NOTARY PUBLIC

R. L. MOORE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: July 24, 2004

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $69,500.00.

Patricia D. Fairley
Affiant

Subscribed and sworn to before me, this 26th day of July, 2001.

NOTARY PUBLIC

R. L. MOORE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission expires: July 24, 2004