Davidson County DEEDWARR
Recvd: 10/01/01 16:27 2pgs
Fees:13.00 Taxes:629.00
20011001-0105898

OLD FHA CASE 483-273996

CASH DEED FOR TENNESSEE
2717 Rosedale Place
Nashville, Tennessee 37211

THIS INSTRUMENT PREPARED BY:
DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

THIS INDENTURE, made and entered into this 25th day of September, 2001, by and between Mel Martinez, Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and YVETTE M WOOD, her heirs and assigns, party(ies) of the second part,

WITNESSETH that for and in consideration of the sum of TEN DOLLARS ($10.00), the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party(ies) of the second part, the following described real estate situate, lying and being in the County of Davidson, State of Tennessee, to wit:

Being Lot Number 9 on the Plan of Phase One, Rosedale Place, of record in Plat Book 8250 at Page 958 and Plat Book 11190, Page 3, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 U.S.C. 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667), by deed dated May 23, 2001, and recorded in instrument no. 20010629-0069085, Register's Office for Davidson County, Tennessee.

"The purpose of the following covenant is to insure that the property conveyed herein is used for homeownership and is occupied as a primary residence by a ***"teacher"*** in accordance with the objectives of the Grantor's ***"Teacher Next Door"*** Sales Program. Grantee, a ***"teacher"*** shall own and occupy, as a primary residence, the property conveyed herein. This covenant shall be subject and subordinate to any mortgage or deed of trust executed by Grantee to finance or refinance the acquisition of the property conveyed herein and shall be extinguished upon the foreclosure of such mortgage or the conveyance of the property by deed in lieu of foreclosure. The covenants and conditions contained in this paragraph shall terminate, shall be of no further effect, and shall not be enforceable on or after September 25, 2004 or unless terminated earlier in writing by Grantor. The acceptance of this deed by the Grantee shall constitute an acceptance of the use restrictions described in this paragraph."

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto belonging or in any way appertaining unto the said party(ies) of the second part, his/her heirs and assigns in fee simple forever.

SAID CONVEYANCE is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above described property; also SUBJECT to any state of facts which an accurate survey of said property would show.

AND THE SAID party of the first part does hereby covenant with the said party(ies) of the second part that he/she is lawfully seized in fee of the aforedescribed real estate; that he/she has good right to sell and convey the same; that the title and quiet possession thereto he/she will warrant and forever defend against the lawful claims of all persons, claiming same by, through or under him/her no further or otherwise.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal as Attorney-In-Fact for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of a Limited Power of Attorney executed on May 8, 2001, by Charles E. Gardner, Director, Atlanta Single Family Homeownership Center, of behalf of United States Department of Housing and Urban Development, of record in Instrument No. 20010605-0057995, Register's Office for Davidson County, Tennessee.

Signed, sealed and delivered
in the presence of:

Carolyn Lipman
Barbara Burkard
Jeanine Burkard

Secretary of Housing and Urban Development of Washington D.C., and/or his/her successors and/or assigns

By: Jan Prusinowski
_____, Authorized Signature / Attorney-In-Fact for United States Department of Housing and Urban Development, an agency of the United States of America

STATE OF CALIFORNIA
COUNTY OF ORANGE

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JAN PRUSINOWSKI, who is personally well known to me and known to me to be the duly appointed Attorney-In-Fact, and the person who executed the foregoing instrument bearing the date September 25, 2001, by virtue of the above cited authority and acknowledged the foregoing instrument to be his/her free act and deed as Attorney-In-Fact for the Secretary of Housing and Urban Development, of Washington, D.C., also known as the United States Department of Housing and Urban Development, an agency of the United States of America.

Witness my hand and official seal this 21st day of September, 2001.

Barbara A. Bardol
NOTARY PUBLIC

My commission expires: _____

BARBARA A BANDOL
Comm. # 1270271
NOTARY PUBLIC - California
Orange County
My Comm. Expires Feb 9, 2003

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $170,000.00.

Yvette M Wood
AFFIANT

Subscribed and sworn before me, this 25th day of September, 2001.

Tina Helsley
NOTARY PUBLIC

My commission expires: _____

TINA HELSLEY
NOTARY PUBLIC AT LARGE
RUTHERFORD COUNTY, TENN.
My Commission Expires June 28, 2004

NEW OWNER(S):
YVETTE M WOOD
2717 Rosedale Place
Nashville, Tennessee 37211

SEND TAX BILL TO:
Owner

MORTGAGEE:
Southstar Funding, LLC

MAP 118 3/105
GROUP
PARCEL

Replaces FHA-1879, which is obsolete.

HUD-91879 (5-83)
(24 CFR 200.150)