33B

THIS INSTRUMENT PREPARED BY:
CHERNAU, CHAFFIN & BURNSED, PLLC
424 CHURCH STREET, SUITE 1750
NASHVILLE, TN 37219

MAP: 50-15
PARCEL: 42

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is **$65,000.00**.

Merlene Jones Barlow
Affiant

Subscribed and sworn to before me this the 25th day of October, 2001.

Bobbie Carney
Notary Public

My Commission Expires: 3/26/05

BOBBIE CARNEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Davidson County DEEDWARR
Recvd: 10/29/01 13:44 3pgs
Fees:18.00 Taxes:240.50
20011029-0117647

ADDRESS NEW OWNER(S) AS FOLLOWS: MORTGAGEE:	SEND TAX BILLS TO:
Merlene Jones Barlow (Name)	SAME (Name)
STREET ADDRESS:	STREET ADDRESS:
P.O. Box 282101	SAME
Nashville, TN 37228	

W A R R A N T Y D E E D

For and in consideration of the sum of **Sixty-Five Thousand and 00/100 ($65,000.00) Dollars**, cash in hand paid by the hereinafter named Grantees (the "Grantees,") and other good and valuable considerations, the receipt of which is hereby acknowledged, **Essie T. Battle, a Widow**, hereinafter referred to as "Grantor," has bargained and sold, and by these presents do transfer and convey unto **Merlene Jones Barlow**, hereinafter referred to as "Grantee"), heir heirs, and/or assigns, a certain tract or parcel of land in **Davidson** County, State of Tennessee, the following real property:

See **EXHIBIT "A," attached hereto,** for a complete legal description of the property herein conveyed.

This is improved property known as: 3246 Moorewood Drive
Nashville, TN 37207

THIS conveyance is expressly made subject to any and all zoning regulations, building restrictions and setback lines, if any, easements and rights for public utilities applicable to this property; and all other matters of any kind or nature appearing of record; provided, however, Grantor warrants to Grantee, her heirs, and/or assigns, that there exist no mortgages, deed of trust liens or mechanics liens against the real property herein conveyed, as of the time of execution hereof. Real property taxes for the current year have been prorated and assumed by the Grantee herein.

TO HAVE AND TO HOLD the said tract or parcel of land, together with the appurtenances, estate, title and interest thereto belonging to the said Grantee, her heirs, and/or assigns forever; and Grantor does covenant with the said Grantee that she 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 herself, her heirs, and/or assigns to warrant and forever defend the title to the said land to the said Grantee, her heirs, and/or assigns, against the lawful claims of all persons whomsoever.

Buyer/Borrower, her successors, heirs and assigns for and in consideration of receiving $2,436.31 in direction subsidy funds from the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, must maintain ownership and reside in this property as their primary residence for a period of five (5) years (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 pro rata 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 of 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.

IN WITNESS WHEREOF, the Grantor has caused her name to be affixed hereto on this 25th day of October, 2001.

Grantor:

Essie T Battle
Essie T. Battle

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a notary public in and for said County and State, personally appeared Essie T. Battle, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal in Nashville, Tennessee, this 25th day of October, 2001.

Notary Public

BOBBIE CARNEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 3/26/05

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EXHIBIT "A"

LAND in Davidson County, Tennessee, being Lot No. 236, on the Plan of Parkwood Estates, Section II, as shown on plat of record in Plat Book 3300, page 5, amended in Book 3281, page 534, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING the same property conveyed to Essie T. Battle, by Deed of Record in Book 6965, page 857, less and except the property in Book 9769, page 218, Register's Office for Davidson County, Tennessee.