Rerecord Warranty Deed to add Owner Occupied Retention

Prepared by:
Realty Title & Escrow Company, Inc.
P. O. Box 1369
Brentwood, TN 37024-1369

# RE-RECORD

Davidson County DEEDWARR
Recvd: 12/17/01 15:41 3pgs
Fees:17.00 Taxes:0.00
20011217-0139207

THERESA D. DORSEY NOTARY PUBLIC AT LARGE RUTHERFORD COUNTY, TENNESSEE

STATE OF TENNESSEE
COUNTY OF RUTHERFORD
The actual consideration or value, whichever is greater, for this transfer is $74,000.00

Barbara J. Jordan
Affiant

Subscribed and sworn to before me, this 28th day of September, 2001.

Theresa D Dorsey
Notary Public
My commission expires:

| Address of New Owner: | Send Tax Bills to: | Tax Information |
|---|---|---|
| Barbara J. Jordan | Capital Bank & Trust Company | 150-02-339 |
| 3132 Justin Town E. Court | 1820 West End Avenue | |
| Antioch TN 37013 | Nashville, TN 37203 | |

## WARRANTY DEED

For and in consideration of the sum of ten dollars & no/100 ($10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, Marjorie E. Smith, and Peggy N. Smith hereinafter referred to as Grantors, have bargained and sold, and do hereby transfer and convey to Barbara J. Jordan , hereinafter called the Grantees, their successors 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 21B of Justin Towns Re-Subdivision of Lots 13 through 26, Section 11 as of Record in Book 5200, Page 528, and Re-recorded as Zone Lot Division of Lot 16, 21, and 22, Justin towne as of Record in Book 5200, Page 681, Register's Office for Davidson County, Tennessee. Beginning at a point in the Northly Right of Way of Justin Towne Court, and point being the Southwest Corner of the Easterly Half of Lot 21: Thence leaving said right of way North 5 degrees 51 minutes 23 seconds east 68.95 feet to a point; thence north 7 degrees 07 minutes 00 seconds East 48.56 feet to a point; thence North 5 degrees 03 minutes 51 seconds east 89.03 feet to a Point; thence South 83 degrees 43 minutes 54 seconds East 30.00 feet to a point; thence South 5 degrees 00 seconds west 202.29 feet to a point in the northly right of way of Justin Towne Court; thence with said Right of Way along a curve 30.18 feet to the point of Beginning and containing 5,988 square feet, more or less.

Being the same property conveyed to Marjorie E. Smith and Calvin B. Smith and Peggy N. Smith by deed from Henry G. Cisneros, Secretary of Housing and Urban Development of record in Book 10181, Page 884, Register's Office for said County. Calvin B. Smith has since died.

This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.

This property is improved property known as 3132 Justin Town E. Court, Antioch, TN 37013

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, successors and assigns, forever. Grantors covenant with Grantees that Grantors are lawfully seised 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. Grantors do further covenant and bind ourselves, our heirs, successors, assigns and representatives, to warrant and forever defend the title to said land to 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 28th day of September, 2001.

Marjorie E. Smith

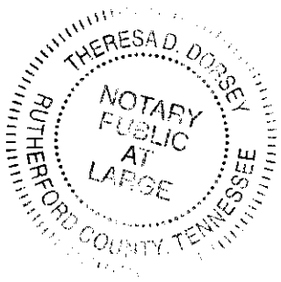
Peggy N. Smith

Davidson County DEEDWARR
Recvd: 10/19/01 08:46 2pgs
Fees:13.00 Taxes:273.80
[redacted]
20011019-0114117

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, Marjorie E. Smith and Peggy N. Smith, with whom I am personally acquainted, and who acknowledged they executed the within instrument for the purposes therein contained

Witness my hand in Smyrna, TN, this 28th day of September, 2001.




Theresa D. Dorsey
Notary Public

EXHIBIT "A"
OWNER OCCUPIED RETENTION

Borrower(s), Barbara J. Jordan, her successors, heirs and assigns for and in consideration of receiving $1,528.03 in direct 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 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.

Barbara J. Jordan 10/18/01
Barbara J. Jordan

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named Barbara J. Jordan, with whom I am personally acquainted, and who acknowledged that she executed the within Instrument for the purposes therein contained.

Witness my hand and seal at Smyrna, Tennessee, this 18th day of October, 2001.

Theresa D. Dorsey
Notary Public

My Commission Expires: 9-17-05

THERESA D. DORSEY
NOTARY PUBLIC AT LARGE
RUTHERFORD COUNTY, TENN.
My Commission Expires 9/17/2005