PREPARED BY (AND RETURN TO):

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W & I Ref:(GJ) Title No: 43176
Dav. Co. File: Box 8

Davidson County DEEDWARR
Recvd: 05/13/02 16:15 2pgs
Fees:13.00 Taxes:314.50
20020513-0058773

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Bruce A. Bentley Joanne L. Bentley 2116 Hobbs Road Unit C-8 Nashville, Tennessee 37215	Capital Bank and Trust Company 1820 West End Avenue Nashville, Tennessee 37203

TAX MAP-PARCEL NUMBERS: 131-2-A-17

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$85,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Joan Cook, unmarried, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto Bruce A. Bentley and spouse, Joanne L. Bentley hereinafter called the **Grantee**, Grantec's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

A Condominium Apartment in Davidson County, Tennessee, Being Unit No.C-8 of The Hobbs House Condominium a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on the Plan of record in Book 4595, page 74 and amended in Book 5200, page 54, Register's Office for said County, to which source reference is hereby made for more complete details of description, together with the said Apartment's appurtenant undivided interest in the general and limited common elements of the condominium.

Being the same property conveyed to Joan Cook, unmarried by deed from David H. Johnson and wife, Beverly Johnson and Mary-Michael Johnson, unmarried of record in Book 11473, page 350, Register's Office for Davidson County, Tennessee.

Description Reference: Described from information contained in recorded condominium documents.

This conveyance is subject to: Taxes for 2002, and subsequent years; The Plan, with Owner's Certificate, of record in Plat Book 5200, Page 54, as amended in Book 4595, page 74, said Register's Office, which Plan shows minimum building set back lines and easements and to which Plan reference is hereby made for a more complete description.: The provisions of the condominium Master Deed of record in Book 5289, page 515, as amended in Book 5292, page 958, Book 5293, page 612, Book 6822, page 893, Book 7802, page 299 and Book 7874, page 974, said Register's Office, which submits said property to a Horizontal Property Regime pursuant to the provisions of the Tennessee Horizontal Property Act and sets forth restrictions, assessments, liens and other matters.

Borrowers, their successors, heirs and assigns for and in consideration of receiving $4,354.69 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 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 of 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 restruction 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.

This is improved property, known as: 2116 Hobbs Road, Unit C-8, Nashville, Tennessee 37215

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, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised 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.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 10th day of May, 2002.

Joan M. Cook Joan M Cook

State of TENNESSEE
County of DAVIDSON

On this 10th day of May, 2002 , before me the undersigned authority, personally appeared Joan M. Cook , to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: _____ Notary

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires MAY 30, 2004

State of TENNESSEE
County of DAVIDSON

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is $85,000.00

Bruce A. Bentley
Affiant

Sworn and subscribed before me this the 10th day of May, 2002

My Commission Expires: _____ Notary Public

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires MAY 30, 2004

WIdoc: Deed Wty—12/92