Davidson County DEEDWARR
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Fees:17.00 Taxes:0.00
20020903-0106002

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $0.00.

This Instrument Prepared By:
WYATT, TARRANT & COMBS, LLP (BAS)
2525 West End Avenue, Suite 1500
Nashville, Tennessee 37203

DEED OF CORRECTION

This Deed of Correction is executed on this 30th day of August, 2002, by and between **NASHVILLE AREA HABITAT FOR HUMANITY, INC.** (hereinafter "Grantor"), a Tennessee non-profit corporation; and **TINISHA ELAINE NORMAN** (referred to hereinafter separately and collectively, if applicable, as "Grantee"), an unmarried person.

W I T N E S S E T H:

WHEREAS, by Special Warranty Deed dated July 2, 2002, and recorded with the Register's Office for Davidson County, Tennessee as Instrument No. 20020705-0081394 (hereinafter the "Deed"), Grantor conveyed to Grantee certain real property known as Lot No. 8 on the Plan of the Final Plat of Chesapeake Homes, Section 6, Phase 1, which Plan is of record as Instrument Number 20011026-0117230 with the Davidson County Register of Deeds (the "Plan"); and also known by street address, 308 Rainwood Court, Nashville, Tennessee 37207 (hereinafter the "Real Property"); and

WHEREAS, through inadvertence, the following language was omitted from the Deed; and

WHEREAS, the Deed of Correction is for the purpose of including the following language within the Deed conveying the Real Property; now, therefore

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Deed is hereby corrected, modified and amended by inserting the following language at the top of page 2 of the Deed:

> otherwise. Whenever 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 Grantees 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 proposed 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, her successors, heirs and assigns for and in consideration of receiving funds for 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.

(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 the subsidy to the Bank shall terminate after any foreclosure.

WITNESS my hand this 30th day of August, 2002.

NASHVILLE AREA HABITAT FOR HUMANITY, INC. (Grantor)

By: Carol McSwiney

Title: Family Service Director

Tinisha E. Norman

TINISHA ELAINE NORMAN (Grantee)

[NOTARY SIGNATURES TO FOLLOW]

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Carol McSwiney with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Fam Serv Dir of **Nashville Area Habitat for Humanity, Inc.**, 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 30th day of August, 2002.

Notary Public

My Commission expires: 3/26/05

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Jeannine Gault, a Notary Public of the state and county aforesaid, the within named **Tinisha Elaine Norman** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 30th day of August, 2002.

Notary Public

My Commission expires:

3/26/05

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $0.00.

Tinisha E. Norman
Affiant

Subscribed and sworn to before me, this 30th day of August, 2002.

Notary Public

My Commission expires: 3/26/05