FILE BOX 19B

03-6-041-S

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File #03-1376

Prepared by:
Centennial Title Company, Inc.
30 Burton Hills Blvd., #240
Nashville, TN 37215

Davidson County DEEDWARR
Recvd: 07/31/03 12:39 3pgs
Fees:18.00 Taxes:225.33

20030731-0108718

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Nicholas Adam Martin, a single person**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Michael Given,**
hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

A certain condominium unit in Davidson County, Tennessee, described as follows: Unit No. 30 in a Horizontal Property Regime as shown on the condominium site plan of Belle Forest Condominium Apartments, as of record in Plat Book 5200, page 167, Register's Office, Davidson County, Tennessee.

The premises herein is a condominium apartment established pursuant to the provisions of the Tennessee "Horizontal Property Act" as set out in Section 66-27-101 et seq. of the Tennessee Code Annotated and is subject to the provisions and requirements thereof; to the By-Laws for the administration thereof; to easements, rights and interests in favor of other unit owners and all sewer, water, electrical, telephone, and other utility easements now or hereafter established over, through, or upon the land embracing the regime, and covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed Establishing a Horizontal Property Regime of Belle Forest Condominium Apartments, as of record in Plat Book 5200, Page 167, Master Deed of record in Book 5438, page 699; By-Laws of record in Book 5438, Page 742 and amended in Book 6082, page 866, and Charter of record in Book 5460, page 987, said Register's Office.

Being the same property conveyed to Nicholas Adam Martin and by deed of record in Book 11136, Page 498, Registers office for said County.

Also a part of this conveyance is the Attached Exhibit "A"

The property conveyed herein is subject to matters shown on the recorded plan, and to applicable easements and restrictions of record, and Property Taxes for the current year.

This is improved property, known as: 210 Old Hickory Boulevard #30, Nashville TN 37221.

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 covenant with the said Grantee that Grantor is lawfully seized and possessed of said of said land in fee simple, has 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. 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 THE EXECUTION HEREOF this 27th day of June, 2003

Nicholas Adam Martin

State of Tennessee)
County of Davidson)

On this 27th day of June, 2003, before me the undersigned, a Notary Public in and for said County and State, personally appeared before me the within named Nicholas Adam Martin, the bargainor(s), 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.

Notary Public

My Commission Expires: 7-30-05

State of Tennessee)
County of Davidson)

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $ 60,900.00.

Affiant

Sworn and subscribed before me on this the 27th day of June, 2003.

Notary Public

My Commission Expires: 7-30-05

NEW OWNER:
Michael Given
210 Old Hickory Boulevard #30
Nashville, TN 37221

RESPONSIBLE FOR TAX PAYMENT:
Capital Bank & Trust
1120 WESTEND AVE
Nashville, TN 37203

TAX MAP-PARCEL #:
142-4-A-30CO

EXHIBIT "A"

Owner-occupied Retention Language to be Inserted into the Warranty Deed in projects that receive AHP grant awards.

Borrower(s), their successors, heirs and assigns for and in consideration of receiving $_____ 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.

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **NICHOLAS A. MARTIN, A SINGLE PERSON**, the bargainor(s), 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 and official seal at Brentwood, Tennessee, this 27th day of June, 2003.

SCOTT D. WEISS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 03/31/07

Notary Public