THIS DOCUMENT IS BEING RE-RECORDED TO ADD EXHIBIT "A"
OWNER-OCCUPIED RETENTION LANGUAGE

Dav. Co. File Box 14-A
jtc file no. 16700-4

WARRANTY DEED

RE-RECORD

Davidson County DEEDWARR
Recvd: 12/15/03 08:48 2pgs
Fees:13.00 Taxes:361.45
[redacted]
20031215-0178689

JOHN T. COOK NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN
Comm. Expires 04/10/06

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 97,690.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF December, 2003

Notary Public

MY COMMISSION EXPIRES: 4/10/05
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
JOHN T. COOK, P.C., 2927 BERRY HILL DRIVE, NASHVILLE, TN 37204

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
EMILY L. HUGHES (NAME)	CAPITAL BANK AND TRUST COMPANY (NAME)	Map 109-5B
3535 Bell Road #104 (ADDRESS)	1820 West End Avenue (ADDRESS)	Parcel 104.00CO
Nashville, TN 37214 (CITY) (STATE) (ZIP)	Nashville, TN 37203 (CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, 70 SOUTH ASSOCIATES, LLC, a Tennessee limited liability company

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO EMILY L. HUGHES AND HUSBAND, CHAD M. HUGHES

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS 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 Unit No. 104 in Williams Bend Townhomes, a Private Element Horizontal Property Regime, located on Bell Road, Nashville, Davidson County, Tennessee, and described in a Declaration of Covenants, Conditions, and Restrictions for Williams Bends Townhomes, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20021216-0154761, First Supplementary of record in Instrument No. 20030529-0072377, and Second Supplementary of record in Instrument No. 20030930-0144058, Register's Office for Davidson County, Tennessee to which reference is hereby made. The easements, restrictive covenants, conditions, and regulations imposed upon and relating to the units, property, co-owners, and tenants of Williams Bend Townhomes, a Private Element Horizontal Property Regime, contained in the said Declaration, the Plan filed as Exhibit "C" to said Declaration appearing in Instrument No. 20021216-0154761, and By-Laws appended thereto, are incorporated in this Deed by reference and made a part hereof the same as though copied herein.

BEING part of the same property conveyed to 70 South Associates, LLC, a Tennessee limited liability company, by Warranty Deed from Terry E. Keup, unmarried, of record in Instrument No. 20020702-0079268, Register's Office for Davidson County, Tennessee.

CONTINUED ON PAGE TWO

unimproved ( )
This is improved (X) property, known as 3535 Bell Road #104, Nashville, TN 37214
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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 and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized 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; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the 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 12th day of December, 2003

70 SOUTH ASSOCIATES, LLC

By: Carl A. Neuhoff

Carl A. Neuhoff, Jr., Vice President

Davidson County DEEDWARR
Recvd: 02/13/04 08:26 3pgs
Fees:17.00 Taxes:0.00
20040213-0017165

STATE OF TENNESSEE
COUNTY OF

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

_____

_____

the bargainor _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that _____executed the within instrument for the purposes therein contained. Witness my hand and official seal at _____ _____, Tennessee, this _____ day of _____ .

Commission expires _____ _____

Notary Public

STATE OF TENNESSEE
COUNTY OF

Before me, _____ a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon _____ oath(s) acknowledged _____to be the _____ and _____ respectively of the _____ the within named bargainor, a _____ , and that _____as such _____ and _____ being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the _____, by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at office at _____on this the _____ day of _____.

My commission expires _____ _____

Notary Public

CONTINUATION OF LEGAL DESCRIPTION

THIS conveyance is subject to Declaration of Covenants, By-Laws Conditions and Restrictions, of record in Book 20021216-0154761 and Supplemental in Instrument 20030529-0072377 and Instrument No. 20030930-0144058, said Register's Office; easements and setback lines as set forth on the above plan of record; and taxes for the current year which have been prorated and paid by the Grantor(s) herein.

SEE ATTACHED EXHIBIT "A" FOR OWNER-OCCUPIED RETENTION LANGUAGE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public, within and for the State and County aforesaid, personally appeared CARL. A. NEUHOFF, JR., with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Vice President of 70 South Associates, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such officer.

Witness my hand and official seal at Nashville, Tennessee, this 12th day of December, 2003.

My Commission Expires _____ _____

Notary Public

DEBORAH H. BERRIE
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN
Comm. Expires 3/25/06

Owner-occupied Retention Language

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