File Box 19B

This Instrument Prepared By:
Bottorff, Kavin & Cook, PLC
155 Franklin Road, Suite 120
Brentwood, Tennessee 37027

ADDRESS NEW OWNER:
Sarah E. Allen
4604 Idaho Avenue
Nashville, TN 37209

Davidson County DEEDWARR
Recvd: 02/17/04 08:29 2pgs
Fees:13.00 Taxes:635.85
20040217-0017739

SEND TAX BILL TO:
Mortgagee

MAP 103
GROUP 04
PARCEL 3.00

MORTGAGEE:
Capital Bank & Trust Company
1820 West End Avenue
Nashville, TN 37203

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named "", and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Philip S. Martindale and Jill Fry Martindale, husband and wife** hereinafter called the "GRANTORS", have bargained and sold, and by these presents, do transfer and convey unto **Sarah E. Allen, unmarried** hereinafter called the "GRANTEE", her 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 Lot No. 507 and the westerly fifteen (15) feet of Lot No. 505, of Block 25, on the Plat and Survey of Charlotte Park Company's First Addition, of record in Plat Book 57, page 103, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and detailed description of said lot.

Being the same property conveyed to Philip S. Martindale and Jill Fry Martindale, husband and wife by deed from Edward H. O'Kelley, Jr. and wife, Marilyn P. O'Kelley of record in Instrument no. 20000131-0009626, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all restrictions, easements, zoning and planning ordinances, and health department regulations that may affect the premises.

This conveyance is further made subject to real property taxes for 2004 and subsequent years.

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.

This is improved property known as 4604 Idaho Avenue, Nashville, Tennessee 37209.

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", its successors and assigns, forever, and, GRANTORS do covenant with the said "GRANTEE" that they 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, "GRANTORS", do further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the said land to the said "GRANTEE", and her successors and assigns, against the lawful claims of all persons whomsoever. Whereever 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 our hands this the 13th day of February, 2004.

Philip S. Martindale

Jill Fry Martindale

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Philip S. Martindale and Jill Fry Martindale, husband and wife,** the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal this 13th day of February, 2004.

R. Francene Kavin
NOTARY PUBLIC

My Commission Expires: 12/15/04

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

The actual value or consideration, whichever is greater, for this transfer is $171,850.00.

AFFIANT

Subscribed and sworn to before me on this 13th day of February, 2004.

NOTARY PUBLIC

My Commission Expires: 3/31/07