WARRANTY DEED

Davidson County DEEDWARR
Recvd: 05/28/04 16:10 2pgs
Fees:13.00 Taxes:385.59

20040528-0063376

State of Tennessee
County of Davidson

File No. 17053-1

The actual consideration or value, whichever is greater, for this transfer is **$104,214.00**

Affiant

Subscribed and sworn to before me, this the 28th day of May, 2004.

Notary Public

My commission expires: 5/30/07

(AFFIX SEAL)
STEPHEN W. ARTHUR
NOTARY PUBLIC AT LARGE
STATE OF TENNESSEE
Comm. Expires 05/30/07

THIS INSTRUMENT WAS PREPARED BY
John T. Cook, P.C.
2927 Berry Hill Drive, Nashville, TN 37204-3126

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers
Terra J. Boyd	**Capital Bank & Trust Company**	**109-05-0-B-403co**
3535 Bell Road, Unit 403	**1820 West End Avenue**	
Nashville, TN 37214	**Nashville, TN 37203**	

FOR AND IN 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

Terra J. Boyd, unmarried

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. 403 on the Plan of Williams Bend Townhomes, a horizontal property regime with private elements, created under Title 67, Section 27-101, et seq., as amended, Tennessee Code Annotated, and as established by Declaration of Covenants, Conditions and Restrictions for Williams Bend Townhomes, a horizontal property regime with Private Elements, of record in Instrument No. 20021216-0154761 and Supplemental of record in Instrument No. 20030529-0072377 and in Instrument No. 20030930-0144058, Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto, said Register's Office, together with the undivided percentage interest in the Common Elements appurtenant to said Unit, as set forth in said Declaration of Covenants. Reference is hereby made to the plan of Williams Bend Townhomes, of placement of Units, as shown on Exhibit "C" to the Declaration of Covenants for a more complete identification and description of said units.

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

THIS conveyance is subject to Declaration of Covenants and By-Laws, Conditions and Restrictions for Williams Bend Townhomes, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20021216-0154761 and Supplemental of record in Instrument No. 20030529-0072377 and in 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 assumed by the Grantee(s) herein.

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 if P. O. Box 598, Cincinnati, OH 45201-0598, is to be given notice of any sale or refinancing of the unit ocurring 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) **(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 ever 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 (X) Unimproved (____) property, known as **3535 Bell Road, Unit 403, Nashville, TN 37214**

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 convenant 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/our hand(s) this **28th** day of **May, 2004.**

70 South Associates, LLC

By:_____
Carl A. Neuhoff, Jr., Vice President

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 the 70 South Associates, LLC, within named bargainor, a corporation, 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 corporation by himself as such Vice President.

Witness my hand and official seal at Nashville, Tennessee, this **28th** day of **May, 2004.**

STEPHEN W. ARTHUR
NOTARY PUBLIC AT LARGE
STATE OF TENNESSEE
Comm. Expires 05/30/07

_____
Notary Public

My Commission Expires: 5/30/07