WARRANTY DEED

BOX 50-B

~~PREPARED~~ BY: RETURN TO:
BANKERS TITLE & ESCROW ~~CORP.~~
3310 WEST END AVE.
NASHVILLE, TN 37203

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER
IS GREATER, FOR THIS TRANSFER IS $ 116,900.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE
28th DAY OF May 2004

NOTARY
Notary Public

MY COMMISSION EXPIRES: 8-1-2007
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
AmTitle & Escrow, LLC, 515 Rivergate Parkway, Suite 111, Goodlettsville, TN 37072

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Alberta D. Merriweather (NAME)	Pinnacle National Bank (NAME)	MAP 061-07
4205 Glynda Drive (ADDRESS)	211 Commerce Street, Suite 300 (ADDRESS)	PART 206
Nashville, TN 37216 (CITY) (STATE) (ZIP)	Nashville, TN 37201 (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, Dennis Smith and wife, Jeannie Smith

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Alberta D. Merriweather

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:

Being Lot No. 23 on the Plan of Young-Dale Subdivision, as of record in Plat Book 2330, Page 22, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

BEING the same property conveyed to Dennis Smith and wife, Jeannie Smith by Warranty Deed from M. Gregory Bates, a widower of record in Book 11651, page 362, Register's Office for Davidson County, TN

This conveyance is subject to taxes for the year 2004, and subsequent years, easements and restrictive covenants of record.

Davidson County DEEDWARR
Recvd: 06/02/04 11:24 2pgs
Fees:13.00 Taxes:432.53
20040602-0064420

unimproved ( )
This is improved (X) property, known as 4205 Glynda Drive, Nashville, TN 37216
(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 our hand s this 28th day of May, 2004

Dennis Smith

Jeannie Smith

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 Dennis Smith and wife, Jeannie Smith

the bargainor S, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Goodlettsville, Tennessee, this 28th day of May 2004.

Commission expires LARGE

Notary Public

DANIEL L. WISCHHOF NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF My Commission Expires SEPT. 22, 2007

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, and corporation, 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 corporation, 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

RESTRICTIVE COVENANT:

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 refinanding, 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.**