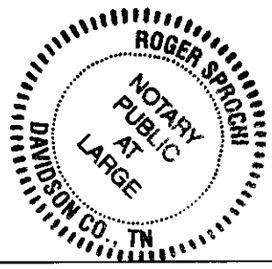
WARRANTY DEED



STATE OF **TENNESSEE**
COUNTY OF **DAVIDSON**

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS **$150,000.00**

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE **10TH DAY OF AUGUST, 2004**.

Notary Public

MY COMMISSION EXPIRES: **November 24, 2007**
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Guaranty Title and Escrow Co., 2711 Murfreesboro Road, Suite 200, Antioch, TN 37013

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Steven C. Davis	**Capital Bank and Trust Company**	**150-16-0-A-046.00 CO**
(NAME)	(NAME)	
2704 Windcrest Trail	**2200 Abbott Martin Road, Suite 101**	
(ADDRESS)	(ADDRESS)	
Antioch, TN 37013	**Nashville, TN 37215**	
(CITY) (STATE) (ZIP)	(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, **H&B Builders LLC**, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Steven C. Davis**, 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 Lot No. **129** on the Plan of **Windhaven Shores**, Section One of record in Instrument No. **20030219-0021779**, Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to H&B Builders LLC by deed of record in Instrument 20040811-0097094 **, Register's Office for Davidson County, Tennessee.**

Being the same property conveyed to Midway Builders, LLC. by deed from Grace Builders, Inc. of record in Instrument 20030422-0052876, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all existing plat notes, conditions, restrictions and easements of record.

Borrower, their successors, heirs and assigns for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinatti'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.

The Federal Home Loan Bank of Cincinatti, whose mailing address is PO 598, Cincinatti, Ohio 45201-0598, is to be given notice of any sale or refinancing of the unit occurring prior to the end of the Retention Period.

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 paid to the Federal Home Loan Bank of Cincinatti 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

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 re paid to the Federal Home Loan Bank of Cincinatti 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.

Davidson County DEEDWARR
Recvd: 08/11/04 12:01 2 pgs
Fees:13.00 Taxes:555.00
20040811-0097095

unimproved ☐

This is improved ☒ property, known as **2704 Windcrest Trail, Antioch, TN 37013**

(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 hands** this **10th day of August, 2004**.

H&B Builders LLC

By:
Phillip Saindon, Secretary

Attest:

State of Tennessee, County of Davidson

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Phillip Saindon, with who I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Secretary of H&B Builders, LLC, and that he as such Secretary executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Antioch, Tennessee, this 10 day of August, 2004.

Commission Expires: 11/24/07

Notary Public

ROGER SPROCHI NOTARY PUBLIC AT LARGE DAVIDSON CO., TN