NOTE: Rerecorded to include addendum

WARRANTY DEED

Davidson County DEEDWARR
Recvd: 12/20/04 14:00 2pgs
Fees:13.00 Taxes:477.30
[redacted]
20041220-0151079

STATE OF TENNESSEE
COUNTY OF DAVIDSON
Box 5
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $129,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 12/16/04.

Notary Public

MY COMMISSION EXPIRES: 4/24/08

(AFFIX SEAL) MICHAEL TROY HALEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

THIS INSTRUMENT WAS PREPARED BY

Michael Troy Haley, Attorney (NAME) 1100 Kermit Dr Ste 204 Nashville, TN 37217 (ADDRESS)

ADDRESS NEW OWNERS(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David Ramirez et ux (NAME)	Southeast Financial Credit Union (NAME)	176-02
5008 Trailwater Drive (STREET ADDRESS/ROUTE NUMBER)	444 James Robertson Pkwy. (STREET ADDRESS)	21.00
Antioch, TN 37013 (CITY/STATE/ZIP)	Nashville, TN 37219 (CITY/STATE/ZIP)	

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, I,

James W. Overton unmarried

HEREINAFTER CALLED THE GRANTOR, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO David Ramirez and wife Alma Ramirez

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. 191, of Peppertree Forest Subdivision, Section 15 of record in Plat Book 7900, page 574, said Register's Office, to which reference is hereby made for a more complete legal description.

Being the same property conveyed to James W. Overton, unmarried, by Warranty Deed from Karen S. Wilcox and husband, Richard P. Wilcox, dated August 17, 2001, recorded August 28, 2001, of record in Instrument Number 200108280092971, Register's Office for Davidson County, Tennessee.

*Note: See Addendum for Owner-Occupied Retention Language.

Subject to the following: all matters noted on Plat of record at Book 7900, page 574, said Register's Office, and to other restrictions, easements, setback lines of record or as may affect the premises; zoning and/or health department regulations for the appropriate governmental authority, and to rights for public utilities and public rights of way and to matters which would be disclosed by an accurate survey; county property taxes were prorated as of date of deed and paid at closing.

This is unimproved ( )
improved (X) property, known as 5008 Trailwater Drive (House Number/Street) Antioch (City/Town) TN (State) 37013 (Postal Code)

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 16th day of December, 2004.

JAMES W. OVERTON

Davidson County DEEDWARR
Recvd: 01/10/05 08:49 2 pgs
Fees:12.00 Taxes:0.00
20050110-0003200

RE-RECORD

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 **James W. Overton unmarried** the bargainor(s), with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that _____he____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at **Nashville, TN**, this **12/16/04**.

_____Notary Public

Commission Expires: 9/20/2008

MICHAEL T. HALEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Owner-occupied Retention Language to be inserted into the Warranty Deed in projects that receive AHP grant (direct subsidy) awards.

The language below should be inserted into the Warranty Deed or as a Restrictive Covenant to the Warranty Deed. If it is attached to the Warranty Deed as an addendum or attachment, the Warranty Deed must reference the addendum or exhibit.

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