Box 5

Davidson County DEEDWARR Recvd: 01/31/05 09:06 3 pg: Fees:18.00 Taxes:488.40 20050131-0010827 (Notary Stamp)	**STATE OF TENNESSEE** **COUNTY OF WILLIAMSON** The actual consideration or value, whichever is greater, for this transfer is $132,000.00 Affiant Subscribed and sworn to before me, this 27th day of January, 2005. Notary Public My commission expires:_____ WAYNE THOMAS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. My Commission Expires SEPT. 24, 2005

THIS INSTRUMENT PREPARED BY
McCann & Hubbard
7105 Crossroads Blvd. Suite 102
Brentwood, TN 37027

WARRANTY DEED

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers:
Jose E. Lopez **Maria D. Lopez**	SE Financial F.C.U.	**Map/Parcel 147-12-116**
3837 Faulkner Drive	444 James Robertson Pkwy.	
Nashville, TN 37211	Nashville, TN 37219	

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 ACKNOWLEDGE, WE,

Jeff Ackerman, an unmarried man

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

Jose E. Lopez and Maria D. Lopez, husband and wife

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. 3 on the Plan of Ackerman Subdivision of record in Instrument # 20040108-0003093, amending Plat Book 8250, page 899, register's Office for Davidson County, Tennessee, to which reference is hereby given for a more complete description thereof.

Being part of the same property conveyed to Jeff Ackerman, by Warranty Deed, from Pamela Jean Ellis, unmarried, of record in Book 10885, page 776, dated April 10, 1998, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

The Plan of record in Plat Book 8250, page 899 and Instrument # 20040108-0003093, Register's Office for DAVIDSON County, Tennessee.
Restrictive covenants contained in an instrument of record in Book 11325, page 352, Book 11363, page 664 and Instrument # 20050104-0001421, Register's Office for DAVIDSON County, Tennessee.
Subject to the flow of any stream across the subject property.
Any and all visible easements lying on or across the property.

See attached FHLB addendum.

This is improved property known as 3837 Faulkner Drive, Nashville, TN 37211.

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 that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same in 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/our hand(s) this 27th day of January, 2005.

Jeff Ackerman

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, a Notary Public of said County and State, Jeff Ackerman, an unmarried man, the within named sellers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 27th day of January, 2005.

RUSSELL JOHN McCANN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF WILLIAMSON MY COMMISSION EXPIRES AUG. 14, 2006

Notary Public

My Commission Expires:

RECORD & RETURN TO:

Addendum to Deed:

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.