Box 5

Davidson County DEEDWARR
Recvd: 03/01/05 09:19 3 pg
Fees:18.00 Taxes:365.93

20050301-0022174

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $98,900.00.

Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 25th day of February, 2005.

WAYNE THOMAS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires: My Commission Expires SEPT. 24, 2005

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY

Sidwell & Barrett, P.C.
121 First Avenue South
Suite 200
Franklin, TN 37064

ADDRESS NEW OWNER(S) AS FOLLOWS:
Esteban G. Arias Delgado and Lourdes Martinez Monroy
298 Elysian Fields Road
Nashville, Tennessee 37211

SEND TAX BILLS TO:

Southeast Financial Federal Credit Union
444 James Robertson Parkway
Nashville, TN 37219

MAP-PARCEL NUMBERS:
133-11-0-088

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **Cristobal Diaz Balcazar and wife, Ana B. Montano** hereinafter referred to as Grantors, hereby transfers and conveys to **Esteban G. Arias Delgado and Lourdes Martinez Monroy, husband and wife,** hereinafter referred to as 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. 68 on the Plan of Valley View Meadows, Section 2, of record in Book 3600, Page 60, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a complete description thereof.

Being the same property conveyed to Cristobal Diaz Balcazar and wife, Ana B. Montano by Warranty Deed from Scott Anderson, unmarried, of record in Book 10130, Page 45, Register's Office for Davidson County, Tennessee.

*See attached FHLB addendum.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Taxes for the year 2005, and subsequent years, a lien not yet due and payable.

The Plan of record in Plat Book 3600, Page 60, Register's Office for Davidson County, Tennessee.

Restrictive covenants contained in an instrument of record in Book 3770, Page 214, Register's Office for Davidson County, Tennessee.

Any and all visible easements lying on or across the property.

Rights or claims of parties in possession not shown by the public records.

Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

County and/or City taxes for the year 2005, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTORS paying their prorata share thereof to GRANTEES who will be responsible for payment of said taxes.

This is improved property known as **298 Elysian Fields Road, Nashville, Tennessee 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**, their heirs and assigns forever, and I do covenant with the said **GRANTEES** that I am 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 I do further covenant and bind myself, my 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 25th day of February, 2005.

Cristobal Diaz Balcazar

Ana B. Montano

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Cristobal Diaz Balcazar and Ana B. Montano, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged they executed the forgoing instrument for the purposes therein contained.

Witness my hand and official seal this 25th day of February, 2005.

Notary Public

My Commission Expires: 1/22/25

DONALD R. BARRETT JR. STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

12285-BV

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.