WARRANTY DEED

STATE OF TN
COUNTY OF Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $125,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2ND DAY OF MAY, 2005.

Notary Public

MY COMMISSION EXPIRES: (AFFIX SEAL)

My Commission Expires Sept. 22, 2007

BEVERLY K. ROGERS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TN

Davidson County DEEDWARR
Recvd: 05/04/05 09:43 3 pgs
Fees:18.00 Taxes:462.50

20050504-0049758

THIS INSTRUMENT WAS PREPARED BY
Advantage Title & Escrow, 109 Kenner Avenue, Nashville, TN 37205

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Gaspar Z. Avila	Southeast Financial F.C.U.	150-9-173
(NAME)	(NAME)	
3005 Cedarcliff Court	444 James Robertson Pkwy.	
(ADDRESS)	(ADDRESS)	
Antioch, TN 37013	Nashville TN 37219	
(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, Robert P. Burkett and wife, Vera Burkett, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Gaspar Z. Avila and wife, Rosa Maria Rivera, 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 all of Lot No. 101, on the plan of Forest View Park, Section V, Phase II, as shown by plat appearing of record in Plat Book 6250, Page 458, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said lot.

Being the same property conveyed to Robert P. Burkett and wife, Vera L. Burkett from Craig Gibbs and wife, Trudi Gibbs by Warranty Deed dated December 31, 2002, of record in Instrument No. 20030103-0000966, Register's Office for Davidson County.

This conveyance is subject to any and all existing restrictions and easements of record.

* SEE ATTACHED FHLB RETENTION ADDENDUM.

unimproved ☐

This is improved ☒ property, known as 3005 Cedarcliff Court, 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 2nd day of May, 2005.

Robert P. Burkett

Vera Burkett

STATE OF Davidson Tennessee

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Robert P. Burkett and wife, Vera Burkett, 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 Nashville, Tennessee this. 5/31/05

Commission expires:

5-28-06

Notary Public



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.