State of Tennessee
County of Davidson

This actual consideration or value – whichever is greater- is $133,330.00

Affiant

Subscribed and sworn before me this the 29th Day of April 2005.
My Commission Expires:

11-25-06

Notary Public

Davidson County DEEDWARR
Recvd: 05/09/05 09:19 2 pgs
Fees:13.00 Taxes:493.32

20050509-0051793

# Warranty Deed

Instrument prepared by:
Service Escrow & Title, Inc.
6001 Jackson Square Boulevard Suite 700
LaVergne, TN 37086

| Address of New Owner | Improved Property known as: | Send Tax Bills to: |
|---|---|---|
| **Annette Pendleton**<br>**105 Antler Ridge Circle**<br>**Nashville, Tennessee 37214** | **105 Antler Ridge Circle**<br>**Nashville, Tennessee 3721 4** | **Capital Bank and Trust Company**<br>**1820 West End Avenue**<br>**Nashville, TN 37215** |

**Map 122 Group 1-A Parcel 448**

For and in consideration of the sum of Ten Dollars, Cash in hand paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged,

**OLE SOUTH PROPERTIES, INC.**

Hereinafter called the Grantors(s), have this day bargained and sold, and by these presents do hereby transfer and conveyed unto:

**ANNETTE PENDLETON, UNMARRIED**

Hereinafter called the Grantee(s) their successors and assigns, a certain parcel of loan together with all tenements, hereditaments and appurtenances thereto located in **DAVIDSON** County, Tennessee, more particularly described as follows:

**Land in Davidson County, Tennessee being Unit No. 37 in Woodland Point, Phase X, a Private Element Horizontal Property Regime (being the Townhome Area at Woodland Point), located on Buck Run Drive and/or Antler Ridge Circle, Nashville, Davidson County, Tennessee, and described in a Declaration of Covenants, Conditions and restrictions for Woodland Point Townhomes, a Horizontal Property Regime with Private Elements of record as Instrument No. 20001011-0101044, Register's Office for Davidson County, Tennessee (the "Original Declaration"), amended by First Supplementary Declaration of Covenants, Conditions and Restrictions for Woodland Point Townhomes of record as Instrument No. 20020725-0089575, said Register's Office (the "First Supplement and the original Declaration being collectively referred to as the "Declaration"), further amended by Second Supplemantary Declaration of Covenants, Conditions and Restrictions for Woodland Point Townhomes of record as Instrument Number 20020904-0107261, said Register's Office for said County. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the units, property, co-owners and tenants of Woodland Point, Phase X, a Private Element Horizontal Property Regime, contained in the said Declaration, the plan filed as Exhibit "B" to said First Supplement appearing at page 6 thereof, and Bylaws appended thereto as Exhibit "B"appearing at page 32 of the Original Declaration, said Register's Office are incorporated in this deed by reference and made part hereof the same as though copied herein.**

**Being a portion of the same property conveyed to Ole South Properties, Inc. by Warranty Deed from James R. Carbine, Trustee of record as Instrument Number 20041118-0138410, Register's Office for Davidson County, Tennessee.**

**Subject to all matters of record in Instrument Number 20020904-0107261, Register's Office for Davidson County, Tennessee.**

**Subject to restrictive covenants of record in Instrument Number 20000607-0056981, Instrument Number 20001011-0101044, Instrument Number 20020725-0089575, Instrument Number 20020904-0107261, Register's Office for Davidson County, Tennessee.**

**Subject to Easements/Agreement of record in Book 8332, page 982, Instrument Number 20000612-0058346, Instrument Number 20000419-0039023 , Register's Office for Davidson County, Tennessee.**

**Subject to Deed conveying the common area to Woodland Point Homeowner's Association, Inc. of record in Instrument Number 20001205-0119722, Register's Office for Davidson County, Tennessee.**

**Subject to terms and conditions of the Bylaws/Charter of Woodland Point Homeowners Association, Inc. of record in Instrument Number 20001011-0101044, Instrument Number 20001013-0102000, Instrument Number 20020222-0022863, Register's Office for said County.**

**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.**

**Subject to any and all easements and/or restrictions of record in the Register's for Davidson County, Tennessee.**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenance, estates, title and interest thereto belonging to the said Grantee(s), their successors, heirs or assigns, forever; and we do covenant with the said Grantees that we are lawfully seized and possessed of said land in fee simple, have 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 GRANTEE(S), their successors, heirs and assigns against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural and singular, and use of any gender shall be applicable to all genders.

Executed this 29th Day of April 2005

Ole South Properties, Inc. by: Roger Case Vice-President

**STATE OF TENNESSEE**

**COUNTY OF DAVIDSON**

Personally appeared before me, the undersigned Notary Public, in and for said County and State, **Roger Case** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and has acknowledged that he/she executed the within this instrument on behalf of **Ole South Properties, Inc.** for the purpose therein contained, and who further acknowledge him/her self to be the **Vice President** and being authorized by the board of directors to execute this document on behalf of **Ole South Properties, Inc.**

Witness my hand and official seal this **29th Day** of **April 2005.**

My Commission Expires:

3-25-06

Notary Public

Jennifer R. Pierce
Notary Public At Large
Davidson County, Tennessee