Box 5

CASH DEED FOR TENNESSEE

FHA Case No. 483-318155

This instrument was prepared by the **Department of Housing and Urban Development**
Return to: **Fearnley & Califf, PLLC - Nashville HUD, 211 Donelson Pike - Suite 113, Nashville, TN 37214**

This Indenture, made and entered into this 13th day of May, 2005 , by and between **Alphonso Jackson,** Acting Secretary of Housing and Urban Development, of Washington, D.C., party of the first part, and **MARCOS GONCALVES**, a married man and wife, Lucilaine Zotelli Goncalves, their ~~his~~ heirs and assigns, party(ies) of the second part,

Witnesseth: That for and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party(ies) of the second part, the following described real estate situate, lying and being in the County of **Davidson** , State of Tennessee, to wit:

Property located in Davidson County, Tennessee:

Land in Davidson County, Tennessee, being Lot No. 3 on the plan of **River Glen,** Phase V, Section 1, as of record as Instrument No. 20011207-0135344, Register's Office for Davidson County, to which plan reference is herby made for a more complete and accurate legal description.

Property Address:	**2541 Sonar Street, Nashville, TN 37214**	
Owner's Name:	**MARCOS GONCALVES**	
Owner's Address:	**2908 Delta Queen, Nashville, TN 37214**	
Mail Tax Bill to:	~~Owner's Property Address~~	Southeast Financial Federal C.U. 444 James Robertson Pkwy.
Parcel No.:	**052-13-0 B 215.00 CO**	Nashville, TN 37219

THIS DEED IS NOT TO BE IN EFFECT UNTIL: May 13th , 2005

Being the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (42 U.S.C. 3531), by deed dated February 4th, 2005, and recorded at Instrument No. 20050223-019934, in the Register's Office of **Davidson** County, Tennessee.

To Have and to Hold the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party(ies) of the second part, his heirs and assigns in fee simple forever.

Previous Editions Are Obsolete

Davidson County DEEDWARR
Recvd: 05/18/05 09:41 4 pgs
Fees:23.00 Taxes:334.85
20050518-0055868

HUD-91879 (4-85 Edition)
(24 CFR 200.150)

Said Conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above described property; also **Subject** to any state of facts which an accurate survey of said property would show.

And the Said party of the first part does hereby covenant with the said party(ies) of the second part that he is lawfully seized in fee of the aforedescribed real estate; that he/she has a good right to sell and convey the same; that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons, claiming same, by, through or under him but no further or otherwise. NOTE: See FHLB retention addendum recorded herewith.

In Witness Whereof the undersigned has set his hand and seal as **Attorney In Fact,** HUD Office, Memphis, Tennessee, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Federal Register, Volume 35, Page 16106 (10/14/70), as amended.

Signed, sealed and delivered in the presence of:

_____

_____

The Secretary of Housing and Urban Development of Washington, D.C., and/or his/her successors and/or assigns

By: Margy Smith, AVP
Authorized Signatory
Nashville, Tennessee

I, or we, hereby swear or affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$90,500.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Affiant

Subscribed and sworn to before me this 16 day of May, 2005

My Commission Expires: _____ (Seal)
Notary Public

WAYNE THOMAS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires SEPT. 24, 2005

Previous Editions are Obsolete

HUD-91879 (4085 Edition)
(24 CFR 200.150)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State of Tennessee, personally appeared Marcy K. Smith, who is personally known to me and known to me to be the duly appointed Attorney-in-Fact, and to be the person who executed the foregoing instrument by virtue of the above-cited authority and acknowledged the foregoing instrument to be his/her free act and deed as Attorney-in-Fact for and on behalf of the Secretary of Housing and Urban Development.

Witness my hand and official seal this 12 day of May, 2005.

My commission expires:

Notary Public, State of Tennessee

DANA JOKI
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires
January 24, 2009

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.