McCann & Hubbard
7105 Crossroads Blvd. #102
Brentwood, TN 37027
615-377-3319

Davidson County DEEDWARR Recvd: 06/02/05 13:34 3 pg Fees:18.00 Taxes:466.20 20050602-0062520 (Notary Stamp)	STATE OF TENNESSEE COUNTY OF DAVIDSON The actual consideration or value, whichever is greater, for this transfer is $126,000.00 Affiant Subscribed and sworn to before me, this 27th day of May, 2005. Notary Public My commission expires 8-14-05 RUSSELL JOHN McCANN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF WILLIAMSON MY COMMISSION EXPIRES AUG. 14, 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:
Ibis Rosales Palma	**Capital Bank and Trust Company**	**Map 163 Group 1 Parcel 4**
4205 Kevinwood Court	**2200 Abbott Martin Road, Suite 201**	
Antioch, TN 37013	**Nashville, TN 37215**	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE 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,

Eva Diaz and husband, Roberto Rodriguez and Ibis Palma and wife, Edith Rodriguez

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

Ibis Rosales Palma, married

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. 5, on the Plan of Hickory Highland Place-Phase 2, of record in Plat Book 9700, page 681, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to Eva Diaz, by Special Warranty Deed, from Citibank, N.A, as Trustee, of record in Instrument # 20020930-0118616, Dated August 2, 2002, Register's Office for Davidson County, Tennessee, also being the same property conveyed to Eva Diaz, Ibis Palma, Edith Rodriguez and Roberto Rodriguez, by Quitclaim Deed, from Eva Diaz, of record in Instrument # 20021121-0145082, Dated August 30, 2002, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

The Plan of record in Plat Book 9700, page 681, Register's Office for DAVIDSON County, Tennessee.
Restrictive covenants contained in an instrument of record in Book 10421, page 239, Book 11103, page 990 and Book 11667, page 310, Register's Office for DAVIDSON County, Tennessee.
Sanitary Sewer Easement of record in Book 7775, page 361, and Book 7453, page 462, Register's Office for DAVIDSON County, Tennessee.
PUD Boundary of record in Book 6900, pages 561 and 562, 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 Exhibit A for Federal Home Loan Bank of Cincinnati Retention Language for projects that receive Welcome Home funds.

This is improved property known as 4205 Kevinwood Court, Antioch, TN 37013.

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 May, 2005.

Eva Diaz

Roberto Rodriguez

Ibis Palma

Edith Rodriguez

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public of said County and State, Eva Diaz and husband, Roberto Rodriguez and Ibis Palma and wife, Edith Rodriguez, the within named sellers, with whom I am personally acquainted (or who proved to me their identity 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 May, 2005.

Notary Public

My Commission Expires:

RUSSELL JOHN McCANN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON
MY COMMISSION EXPIRES AUG. 14, 2005

File #: **05252-SH**
RECORD & RETURN TO:
McCann & Hubbard
7105 Crossroads Blvd. Suite 102
Brentwood, TN 37027

Exhibit A

Federal Home Loan Bank of Cincinnati
Retention Language for projects
that receive Welcome Home funds.

The language below should be inserted into the Warranty Deed or as a Restrictive Covenant to the Warranty Deed. If it is attached to the Warranty Deed as an addendum or attachment, the Warranty Deed must reference the addendum or attachment.

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.