RECORD AND RETURN TO;
SATURN & MAZER TITLE SERVICES, INC
212 THIRD AVE. NORTH
NASHVILLE, TN 37201
SP43874

WARRANTY DEED

Davidson County DEEDWARR
Recvd: 06/10/05 13:31 2 pgs
Fees:13.00 Taxes:415.88

20050610-0066820

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE,
WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$112,400.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE
31st day of May, 2005

Notary Public

MY COMMISSION EXPIRES: 3/25/06

THIS INSTRUMENT WAS PREPARED BY
Saturn and Mazer Title Services, Inc., 212 Third Avenue, North, Nashville, TN 37201

ADDRESS OF NEW OWNER AS FOLLOWS :	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Martin L. Knox	Fifth Third Mortgage	163-4-A-419
3001 Hamilton Church Road, Unit 419	336 Main Street	
Antioch, TN, 37013	Franklin, TN 37064	

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 ACKNOWLEDGED, I/WE,

R. J. York Homes, LLC

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

Martin L. Knox, an unmarried man

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 Unit 419, Hamilton Crossings Townhomes, a Planned Unit Development, of record in Instrument No.: 20040212-0016945, Register's Office for Davidson County, Tennessee, amended in 20050310-0026734.

Being the same property conveyed to R. J. York Homes, LLC by Quitclaim Deed from J. D. Eatherly of record in Instrument No.: 20050610.0066819 **, Register's Office for Davidson County, Tennessee.**

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.

- 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.
- 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
- 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.
- The obligation to repay Subsidy to the Bank shall terminate after any foreclosure.

Unimproved ( )
This is improved (X) property known as 3001 Hamilton Church Road, Unit 419, 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, 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 ___my/our____ hand(s)_____this 31st day of May, 2005

R. J. York Homes, LLC

BY: _____
Robin York
Chief Manager

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid personally appeared Robin York with whom I am personally acquainted and who upon oath(s) acknowledged him/herself to be the Chief Manager of the R. J. York Homes, LLC the within named bargainor, and corporation, and that as such Chief Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said Robin York as such Chief Manager.

Witness my hand and official seal at office at Nashville, Tennessee on this the 31st day of May, 2005.

_____
Notary Public

My commission expires: 3/25/06

NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires MAR 25, 2006