This Instrument Prepared by:
WYATT, TARRANT & COMBS, LLP (BAS)
2525 West End Avenue, Suite 1500
Nashville, TN 37203

ADDRESS NEW OWNER:
Josephine E. Williams and Carmen A. Williams
4208 Generosity Way
Nashville, TN 37211

SEND TAX BILL:
To Mortgagee*

MORTGAGEE:
Nashville Area Habitat for Humanity, Inc.
1006 Eighth Avenue, South
Nashville, Tennessee 37203

MAP AND PARCEL:
134-09.0B-052.00CO

Davidson County DEEDWARR
Recvd: 06/29/05 15:32 3 pgs
Fees:18.00 Taxes:392.20

20050629-0075031

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **NASHVILLE AREA HABITAT FOR HUMANITY, INC.**, a Tennessee non-profit corporation, hereinafter called the Grantor, has bargained and sold and by these presents does transfer and convey unto **JOSEPHINE E. WILLIAMS AND CARMEN A. WILLIAMS**, unmarried individuals holding title as joint tenants with rights of survivorship, collectively hereinafter called the Grantee, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> Land in Davidson County, Tennessee, being known as Lot No. 129 as shown on the map entitled Providence Park, Phase 1, Section 3, of record as Instrument No. 20040907-0107496, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
>
> Being part of the same property conveyed to NASHVILLE AREA HABITAT FOR HUMANITY, INC. by deed of record as Instrument No. 20030113-0005226, said Register's Office.
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> The above-referenced description is not the same one used on the prior deed of record. The parcel of which the subject property is a part was subsequently platted on July 18, 2003, by Mark E. Lowrance, TN R.L.S. No. 1660, Anderson-Delk & Associates, Inc., which plat is of record as set forth above.

The subject property is improved property, known as 4208 Generosity Way, Nashville, Tennessee 37211.

This conveyance is made subject to the following:

1. 2005 County property taxes, which are being prorated at closing and assumed by Grantee.

2. Matters shown on the Plan of record as Instrument No. 20040907-0107496, said Register's Office.

3. Declaration of Covenants, Conditions, Liens, Easements and Restrictions contained in an instrument of record as Instrument No. 20031007-0148249, as amended of record as Instrument No. 20031020-0154723, as amended of record as Instrument No. 20040324-0033177, and as further amended of record as Instrument No. 20040930-0117792, said Register's Office.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 8347, page 35, said Register's Office.

5. Storm Water Detention Agreements of record in Book 7262, page 388, Book 8337, page 556, and as Instrument No. 20030409-0047549, said Register's Office.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, their heirs and assigns, forever; and Grantor does covenant with the Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the Grantee, their heirs and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but no further or otherwise. 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.

This conveyance is subject the following covenants and restrictions which shall be binding upon the Grantee herein:

NON-DISCRIMINATION

During such time as the property described herein is used for a purpose for which assistance under the Housing Opportunity Program Extension Act of 1996, P.L. 104-120, was provided or for another proposed involving the provision of similar services or benefits, then no person having an interest in this property shall refuse service for or accommodation or other benefits to any person with respect to the property on account of the person's race, color or national origin or otherwise engage in discrimination conduct of any kind or account of a person's race, color or national origin with respect to the property. This covenant shall run with the land.

OWNER RETENTION

Grantee, their successors, heirs and assigns for and in consideration of receiving funds for the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, must maintain ownership and reside in this property as her 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.

(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 the subsidy to the Bank shall terminate after any foreclosure.

In addition, Grantee hereby grants to Grantor, for a period of twenty-five (25) years from the date hereof, the first right of refusal concerning any bona fide offer to purchase the Property. That is, prior to conveying the Property or any interest therein to anyone, Grantee must give Grantor written notice of the terms of the conveyance and reasonable evidence that the proposed conveyance is serious and

legitimate. Within thirty (30) days of receiving Grantee's written notice of the proposed conveyance, Grantor will inform Grantee of whether Grantor is willing to take title to the Property under similar terms as the proposed sale. Any amount to be paid to Grantee pursuant to this paragraph shall be reduced by the amounts outstanding under any promissory notes made by Grantee payable to the order of Grantor.

WITNESS my hand this 28th day of June, 2005.

NASHVILLE AREA HABITAT FOR HUMANITY, INC.

By: _____
Chris McCarthy, President and
Chief Executive Officer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Chris McCarthy**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the President and Chief Executive Officer of **Nashville Area Habitat for Humanity, Inc.**, the Grantor, and is authorized by the Grantor to execute this instrument on behalf of the Grantor.

Witness my hand, at office, this 28th day of June, 2005.

_____
Notary Public

SUSANNE C. PUGH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission expires: July 29, 2006

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $106,000.00.

_____
Affiant

Subscribed and sworn to before me, this 28th day of June, 2005.

_____
Notary Public

My Commission expires: July 29, 2006

SUSANNE C. PUGH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.