3rd
Co:10

THIS INSTRUMENT PREPARED BY:
CHERNAU, CHAFFIN & BURNSED, PLLC
Suite 550, One American Center
3100 West End Avenue
Nashville, TN 37203
(615) 244-5480

Davidson County DEEDWARR
Recvd: 07/21/05 14:07 3 pg
Fees:18.00 Taxes:392.20
20050721-0085113

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Tax Map: 72-9-215

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

Jose O. Hernandez Rivalos
Affiant

Subscribed and sworn to before me this the 21st day of June, 2005.

My Commission Expires: 7/19/08

Notary Public

JODEAN M. KING NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER(S) AS FOLLOWS:

Jose Hernandez
2713 B, Gear Street
Nashville, TN 37216

SEND TAX BILLS TO:

SAME

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named "Grantee," and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, CAPITAL BANK & TRUST COMPANY, hereinafter called the "Grantor," has bargained and sold, and by these presents does transfer and convey unto Jose Hernandez, hereinafter called the "Grantee," a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Being **Unit 1** of the Gear Street Condominiums, as depicted in the Plat of Gear Street Condominiums prepared by Patrick S. Coode, Tennessee Registered Land Surveyor, for and on behalf of John Kohl & Company, P.C., surveyors, dated June 14, 2005, and appearing of record as Exhibit "C" to the Master Deed Establishing Horizontal Property Regime of Gear Street Condominiums, appear of record at deed reference number 20050621--0070831, Register's Office for Davidson County, Tennessee, and re-recorded at deed reference number 20050627-0073536, to which Master Deed and Plat reference is hereby made.

Being a portion of the same property conveyed to Capital Bank & Trust Company by Special Warranty Deed dated June 15, 2004, and appearing of record at deed reference number 20040623-0074553, Register's Office for Davidson County, Tennessee.

(Street Address: 2713 A, Gear Street, Nashville, Tennessee.)

THIS conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights for public utilities applicable to this property; and taxes for the current year which have prorated between Grantor and Grantee and assumed by the Grantee herein.

TO HAVE AND TO HOLD the said tract or parcel of land, together with the appurtenances, estate,

title and interest thereto belonging to the said "Grantee," its successors and/or assigns forever; and "Grantor" does covenant with the said "Grantee" that he is 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 "Grantor" does further covenant and bind himself, his heirs and/or assigns to warrant and forever defend the title to the said land to the said "Grantee," its successors and/or assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the "Grantor" has caused his name to be affixed hereto on this ___ day of June, 2005.

Capital Bank & Trust Company

By: _____

Title: Loan Collection Specialist.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said County and State, Jesse Joyce, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Loan Collection Specialist of the Capital Bank & Trust Company, the within named bargainor, and that as such loan Collection Specialist, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Loan Collection Specialist

Witness my hand and official seal in Nashville, Tennessee, this 21st day of June, 2005.

_____
Notary Public

JODEAN M. KING
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires: 7/19/08

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.