This Deed is being re-recorded to add the attached Exhibit "A"

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

WARRANTY DEED

A. SCOTT HUBBARD
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
MY COMMISSION EXPIRES MARCH 14, 2009

Davidson County DEEDWARR
Recvd: 05/18/05 13:09 2 pg
Fees:13.00 Taxes:554.63
[redacted]
20050518-0056165

STATE OF **TENNESSEE**
COUNTY OF **DAVIDSON**

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS **$149,900.00**

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE **13TH DAY OF MAY, 2005.**

Notary Public

MY COMMISSION EXPIRES: **July 19, 2008.**
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
ESQUIRE TITLE & ESCROW, INC., 30 Burton Hills Blvd. Suite 200, Nashville, TN 37215

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
ENRIQUE ORTEGA	NEW OWNER	**141-6-A-81CO**
(NAME) **8138 COLEY DAVIS Road**	(NAME)	
(ADDRESS) **NASHVILLE, TN 37221**	(ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND 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, WE, **KARL E. HAURY, JR.**, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **ENRIQUE ORTEGA and ANGELA ORTEGA***, 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:

* wife, Angelica Ortega

LAND IN DAVIDSON COUNTY, TENNESSEE BEING LOTS NOS. 1 ON THE PLAN OF POPLAR RIDGE, SECTION THREE, OF RECORD IN PLAT BOOK 8250, PAGE 610, AS AMENDED IN BOOK 10168, PAGE 307 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLATS REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO KARL E. HAURY, JR. BY DEED FROM SUNFLOWER PROPERTIES, A TENNESSEE GENERAL PARTNERSHIP OF RECORD IN BOOK 10161, PAGE 776 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

See Retention Language attached hereto as Exhibit "A"

unimproved ☐

This is improved ☒ property, known as **8138 COLEY DAVIS Road, NASHVILLE, TN 37221**
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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 hand** this **13th day of May, 2005.**

Karl E. Haury Jr.
KARL E. HAURY, JR.

Davidson County DEEDWARR
Recvd: 07/25/05 10:24 3 pgs
Fees:17.00 Taxes:0.00
20050725-0085997

RE-RECORD

STATE OF **TENNESSEE**

COUNTY OF **DAVIDSON**

Before me the undersigned, of State and County aforesaid, personally appeared **KARL E. HAURY, JR.,** with whom I am personally acquainted, and who upon oath, acknowledged themselves to be the persons who executed the foregoing instrument for the purpose therein contained, and that they executed the same as their free act and deed.

Witness my hand and official seal at **Nashville**, Tennessee this **13th day of May, 2005.**

Commission expires: **July 19, 2008**

JUSTIN D. TATUM Notary Public



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.