Davidson County DEEDWARR
Recvd: 11/09/05 12:43 2 pg:
Fees:13.00 Taxes:379.25

20051109-0135866

|STATE OF TENNESSEE
|COUNTY OF Davidson
|THE ACTUAL CONSIDERATION OR VALUE,
|WHICHEVER IS GREATER, FOR THIS TRANSFER IS
|**$102,500.00**
|
|Affiant
|SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE
|31st DAY OF October, 2005.
|
|NOTARY PUBLIC:
|MY COMMISSION EXPIRES:
| 1-27-07 (AFFIX SEAL)

NOTARY PUBLIC AT LARGE
Jacqueline G. Brown
My Commission Expires
January 27, 2007
STATE OF TENNESSEE

THIS INSTRUMENT WAS PREPARED BY
STATE TITLE, INC., 4334 Lebanon Road, Hermitage, TN 37076

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Paz Romero Aca 320 Archwood Dr. Madison, TN 37115	CB&T 2200 Abbott Martin Rd. Ste., 201, Nashville, TN 37215; Loan#18041	Map 43-07 Parcel 84

PBF

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, we,

David Lee Hurt and wife, Iva Jewel Hurt

Hereinafter called the grantors, have bargained and sold and by these presents do transfer and convey unto

Paz Romero Aca

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. 53 ON THE PLAN OF ARCHWOOD ACRES, SECTION 1, AS OF RECORD IN BOOK 2133, PAGE 120, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 53 FRONTS 92 FEET ON THE NORTHEASTERLY SIDE FO ARCHWOOD DRIVE AND EXTENDS BACK 402 FEET ON THE NORTHWESTERLY LINE AND 365.41 FEET ON THE SOUTHEASTERLY LINE TO A DEAD LINE, MEASURING 163 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO DAVID LEE HURT AND WIFE, IVA JEWEL HURT BY DEED FROM H. AND A. HOMES, INC., DATED FEBRUARY 3RD, 1955, AND OF RECORD IN BOOK 2341, PAGE 495, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

This conveyance is made subject to the following:

1) 2006 taxes and subsequent years.
2) Property is subject to all matters affecting said premises as contained in Plat Book 2133, Page 120, Register's Office for Davidson County, Tennessee.
3) Property is subject to Restrictive Covenants contained in Book 2298, Page 359, Register's Office for Davidson County, Tennessee.
4) Property is subject to and easement for sanitary sewer/storm drain granted to Metro Government of record in Book 5192, Page 318, said Register's Office.
5) Any and all restrictions, conditions, and easements of record.

Property is subject to the following restrictions:

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.

This is improved property known as: 320 Archwood Drive, Madison, TN 37115
(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 our hand(s) this 31st day of October, 2005.

David Lee Hurt

Iva Jewel Hurt

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, David Lee Hurt and wife, Iva Jewel Hurt, with whom I am personally acquainted, (or who proved to me 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 31st day of October, 2005.

NOTARY PUBLIC

My Commission Expires: 1-27-07

JACQUELINE G. BROWN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Jacqueline G. Brown
My Commission Expires
January 27, 2007
STATE OF TENNESSEE

PLEASE RETURN TO:
STATE TITLE, INC.
4334 Lebanon Road
Hermitage, TN 37076