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

ADDRESS NEW OWNER:
Hugh P. McLeary
3324-A Moorewood Drive
Nashville, Tennessee 37207

SEND TAX BILL:
To Mortgagee*

MORTGAGEE:
Down Syndrome Association of Middle Tennessee
111 North Wilson Boulevard
Nashville, Tennessee 37205

MAP AND PARCEL:
050-10.0-C-314.00 CO

Davidson County DEEDWARR
Recvd: 11/29/05 12:06 3 pgs
Fees:18.00 Taxes:351.50
20051129-0143376

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, **DOWN SYNDROME ASSOCIATION OF MIDDLE TENNESSEE**, a Tennessee non-profit corporation, hereinafter called the Grantor, has bargained and sold and by these presents does transfer and convey unto **HUGH P. MCLEARY**, hereinafter called the Grantee, his 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. 46 on the Plan of Chesapeake Homes, Section 6, Phase 2, of record as Instrument Number 20020626-0077004, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete legal description.
>
> Being the same property conveyed to DOWN SYNDROME ASSOCIATION OF MIDDLE TENNESSEE by deed from AFFORDABLE HOUSING RESOURCES, INC., of record as Instrument No. 20050513-0054221, Register's Office for Davidson County, Tennessee.
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> The description of this property is the same as set forth in the most current prior deed of record.

The subject property is improved property, known as 3324-A Moorewood Drive, Nashville, Tennessee 37207.

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. 20020626-0077004, said Register's Office.

3. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, Special Assessments, etc. contained in instrument of record as Instrument No. 20011025-0117084, as amended in Instrument No. 20030611-0080742, and re-recorded as Instrument No. 20030625-0087223, said Register's Office.

4. Storm Water Detention Agreements of record as Instrument No. 20010628-0068560 and 20010801-0081581, 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, his 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, his 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, his 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 his 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 thirty (30) 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 23rd day of November, 2005.

DOWN SYNDROME ASSOCIATION OF MIDDLE TENNESSEE

By: Sheila J. Moore
Sheila J. Moore, Executive Director

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Sheila J. Moore**, 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 Executive Director of **Down Syndrome Association of Middle Tennessee**, the Grantor, and is authorized by the Grantor to execute this instrument on behalf of the Grantor.

Witness my hand, at office, this 23rd day of November, 2005.

Susanne C. Pugh
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 $95,000.00.

HUGH McLEARY
Affiant

Subscribed and sworn to before me, this 23rd day of November, 2005.

Susanne C. Pugh
Notary Public

My Commission expires: July 29, 2006

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