THIS INSTRUMENT PREPARED BY:
CHERNAU, CHAFFIN & BURNSED, PLLC
One American Center
3100 West End Avenue, Suite 550
Nashville, TN 37203
(615) 460-7478

Davidson County DEEDWARR
Recvd: 12/28/05 10:22 3 pgs
Fees:17.00 Taxes:481.00
20051228-0155003

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Tax Map: 148-01-0-068.00

The actual consideration or value, whichever is greater, for this transfer is $130,000.00

Affiant

Subscribed and sworn to before me this the 22nd day of December, 2005.

My Commission Expires: 7-19-08

Notary Public

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

ADDRESS NEW OWNER(S) AS FOLLOWS:

Marco A. Munoz
(Name)
215 Lucky Street
(Street Address)
Nashville, TN 37211

SEND TAX BILLS TO:

Capital Bank & Trust Company
(Name)
1820 West End Avenue, Suite 600
(Street Address)
Nashville, TN 37203

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, **ROBBIE LEE HICKS AND MARY HICKS, husband and wife,** hereinafter collectively called the "Grantor," has bargained and sold, and by these presents does transfer and convey unto **MARCO A. MUNOZ AND ALEJANDRA MIRANDA SUAREZ, husband and wife,** hereinafter collectively called the "Grantee," a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 209 on the Plan of Hillbrook, Section Two, of record in Book 3300, page 12, Register's Office for Davidson County, Tennessee.

Said Lot no. 209 fronts 71.0 feet on the southerly margin of Lucky Drive and extends back 212.0 feet on the easterly line of 157.3 feet on the westerly line to a dead line in the rear, measuring 121.0 feet thereon.

Being the same property conveyed to Robby Lee Hicks and Mary Hicks by Deed of record in Book 7359, page 527, Register's Office for Davidson County, Tennessee.

BEING improved property known as: 215 Lucky Drive, Nashville, TN 37211

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," their successors and/or assigns forever; and "Grantor" does covenant with the said "Grantee" that they 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 "Grantor" does further covenant and bind themselves, their heirs and/or assigns to warrant and forever defend the title to the said land to the said "Grantee," their 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 22nd day of December, 2005.

Robby Lee Hicks

Mary Hicks

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said County and State, **Robby Lee Hicks and Mary Hicks, husband and wife,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal in Nashville, Tennessee, this 22nd day of December, 2005.

Notary Public

My Commission Expires: 7/19/08

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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.