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

Davidson County DEEDWARR
Recvd: 01/25/06 12:28 2 pgs
Fees:12.00 Taxes:0.00
20060125-0009497

RE-RECORD

State of Tennessee
County of Williamson

The actual consideration or value, whichever is greater, for this transfer is $99,000.00.

Affiant

Subscribed and sworn to before me, this the 14th day of October, 2005.

Notary Public

My commission expires: 11-25-06

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Gregory S. Perrone, PC
Attorney at Law 109 Westpark Drive Suite 330, Brentwood, TN 37027

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers
Antonio R. Rodriguez	**Capital Bank & Trust Company**	**148-13 068.00**
328 Fairlane Dr.	**2200 Abbott Martin Road, Suite 201**	Davidson County DEEDWARR Recvd: 10/19/05 10:42 2 pgs Fees:13.00 Taxes:366.30
Nashville, TN 37211	**Nashville, Tennessee 37215**	20051019-0125958

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE COISDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGE, WE,

John H. Scudder, a married man

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

Antonio R. Rodriguez, an unmarried man

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Williamson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land in Davidson County, Tennessee, being Lot No. 290 on the Plan of Fairlane Park Subdivision, Section 3, as of record in Book 2331, page 145 & 146, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to John H. Scudder, a single person by deed from Jerry L. Clinard and wife, Angela G. Clinard, of record in Book 10614, Page 433, Register's Office for Williamson County, Tennessee.

Under penalty of perjury the undersigned declares that the subject property was never used as the principle residence for John H. Scudder and his spouse.

This conveyance is subject to taxes for 2005 and subsequent years, easements, and restrictions of record.

SEE ATTACHED EXHIBIT A

This is improved (__X__) Unimproved (____) property, known as **328 Fairlane Dr., Nashville, TN 37211**

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 said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same in 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 GRANTEE, his 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/our hand(s) this 14th day of October, 2005.

John H. Scudder

STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me, the undersigned, a Notary Public of said County and State, personally appeared **John H. Scudder**, the bargainor(s) 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, at office, this **14th** day of **October, 2005.**

E. Mabry
Notary Public

E. MABRY NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

My Commission Expires: 11-25-06

" EXHIBIT A"

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.