* Re-record to correct legal description

Davidson County DEEDWARR
Recvd: 02/17/06 10:40 6 pgs
Fees:32.00 Taxes:0.00
20060217-0019292

This instrument prepared by
and after recording return to:

Bicentennial Title & Escrow
2280 Metrocenter Blvd. Suite 300
Nashville, Tennessee 37228

Davidson County DEEDWARR
Recvd: 02/08/06 11:40 6 pgs
Fees:33.00 Taxes:464.11
20060208-0015638

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Ericka C. Mercer 236 Treutland Ave. Nashville, Tennessee 37207	082-11-0-175.00	GMAC Mortgage Corporation 100 Witmer Road P.O. Box 963 Horsham, PA 19044-0963

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Metropolitan Development and Housing Agency** ("**MDHA**"), a public body corporate and politic, organized and existing under the laws of the State of Tennessee, having its principal office at 701 South Sixth Street, Nashville, Tennessee 37026, as the fee owner of the Land (as defined below) and **Gregory Pollard** ("**Pollard**"), an individual, having his principal office at 7224 Santeelah Way, Antioch, Tennessee 37013, as the owner of the improvements situated on the Land (the "**Improvements**")(MDHA and Pollard are collectively referred to as "**Grantor**"), have this day bargained and sold, and do hereby transfer and convey, unto **Ericka C. Mercer** (hereinafter referred to as "**Grantee**") the following described real property, to wit:

> ALL THAT TRACT OR PARCEL of land lying and being in Davidson County, Tennessee, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (the "**Land**"); TOGETHER WITH the Improvements and appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land (the Land, the Improvements and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "**Property**").

The terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits.

TO HAVE AND TO HOLD said Property, with the appurtenance, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

MDHA covenants that it is lawfully seized and possessed of the Land in fee simple, has a good right to convey it, and that the same is unencumbered except for matters of record.

Pollard covenants that it is lawfully seized and possessed of the Improvements in fee simple, has a good right to convey it, and that the same is unencumbered except for matters of record.

MDHA and Pollard covenant and bind themselves, and their successors and assigns, to warrant and forever defend the title to the Land and Improvements respectively to said Grantee against the lawful claims of all persons claiming by, through or under them.

Grantee covenants and agrees that Grantee will use the Property only for its principal residence and that Grantee will not rent, lease or otherwise grant any right of possession of the Property to any other person. This covenant may be enforced by MDHA through the exercise of injunctive relief and pursuit of all other remedies available under applicable law to insure that Grantee at all times complies with the requirements relating to downpayment assistance made available by MDHA to Grantee, including, but not limited to, the regulations set forth in 24 CFR § 906.15(b). The rights of MDHA under this paragraph are in addition to, and do not modify or affect, the right of the beneficiary under the Deed of Trust securing such downpayment assistance to accelerate such indebtedness and foreclose on the Property upon violation of Grantee's covenant in said Deed of Trust that the Property shall be used as Grantee's primary residence and shall not be rented or leased.

By execution of this Warranty Deed, Grantor hereby terminates and releases the Declaration of Restrictions between MDHA and Pollard, dated December 28, 2005, and recorded in Instrument 200601130005692, Register's Office for Davidson County, Tennessee (the "**Declaration**") solely as to the Property, however the Declaration shall remain in full force and effect as to all remaining property described in the Declaration but not previously released of record.

IN WITNESS WHEREOF, the parties hereto have caused this Warranty Deed to be executed this 26th day of January, 2006 for proper recording in the public records.

GRANTOR:

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: _____

Its: _____

GREGORY POLLARD

GRANTEE:

E C. Mercer

_____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, V. Jean Merkle, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Phil Ryan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the EXECUTIVE DIRECTOR of METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, a public body and a body corporate and politic organized under the Tennessee Housing Authorities Law, T.C.A. §§ 13-20-101, et seq., the within named bargainor, and that he as such EXECUTIVE DIRECTOR being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of METROPOLITAN DEVELOPMENT AND HOUSING AGENCY by himself as such.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 26th day of January, 2006.

V. JEAN MERKLE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

V. Jean Merkle
Notary Public

My Commission Expires: My Commission Expires SEPT. 19, 2009

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Andre Johnson, the undersigned, a Notary Public in and for said County and State, the within named GREGORY POLLARD, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 26th day of January, 2006.

Notary Public

ANDRE JOHNSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN My Commission Exp. March 21, 2009

My Commission Expires:

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

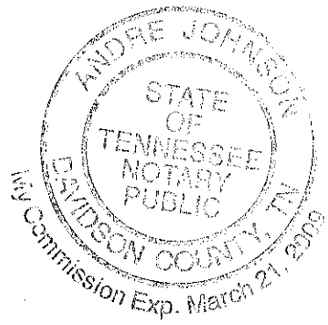
The affiant swears or affirms that the actual considerations or value whichever is greater, for this transfer is $125,435.00

Subscribed and sworn to before me this 26th day of January, 2006.

Affiant

Notary Public

My Commission expires: _____



File No.: 103188

EXHIBIT A

Land in Davidson County, Tennessee, being Lot and 49, as shown on the map entitled John W. Bryan's Addition to Edgefield, now East Nashville, of record in Plat Book 21, page(s) 63, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being part of the same property conveyed to METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, by deed from EAST NASHVILLE HOUSING, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, of record as Instrument No. 20031015-0153082, dated October 15, 2003, said Register's Office