Box 8

PREPARED BY (AND RETURN TO):

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Davidson County DEEDWARR
Recvd: 03/31/06 10:09 3 pgs
Fees:18.00 Taxes:506.90
20060331-0036492

W & I Ref:(_____) Title No: 46996
Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Joshua D. W. Collins Heidi J. Collins 929 Southside Place Nashville, Tennessee 37203	Capital Bank & Trust Company 2200 Abbott Martin Road Suite 201 Nashville, Tennessee 37215

TAX MAP-PARCEL NUMBERS: 10502050200

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$137,000.00 ,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Minna Cook Gioia and Jan Baker Pass**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Joshua D. W. Collins and spouse, Heidi J. Collins** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

Land in Davidson County, Tennessee, being Lot No. 54 on the Plan of Section One Hundred Edgehill Estates of record in Book 4860, page 25 Register's Office for said County.

Said Lot No. 54 fronts 51.5 feet on the southerly margin of 9th Avenue South now known as Southside Place and extends back between parallel lines 120.0 feet to a dead line.

Being the same property conveyed to Minna Cook Gioia and Jan Baker Pass by deed from Frederick Wilson and wife, Sheronda N. Wilson of record in Doc. No. 20051021-0127399, Register's Office for Davidson County, Tennessee.

Description Reference: The description is the same as that used in the last deed prior to this transaction.

This conveyance is subject to: Taxes for 2006, and subsequent years; The Plan, with Owner's Certificate, of record in Book 4860 Page 25, said Register's Office, which Plan shows a 30 foot minimum building setback line from 9th Avenue South, know known as Southside Place and a 10 foot easement for public utility and drainage purposes along the rear line(s).

Grantees' interest in the subject property is subject to restrictions imposed by The Federal Home Loan Bank of Cincinnati in connection with its Affordable Housing Program as set forth in Exhibit "A" attached

This is improved property, known as: 929 Southside Place, Nashville, Tennessee 37203

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, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised 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.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 29th day of March, 2006.

Minna Cook Gioia

Jan Baker Pass

State of TENNESSEE
County of DAVIDSON

On this 29th day of March, 2006 , before me the undersigned authority, personally appeared Minna Cook Gioia Jan Baker Pass , to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

Notary

State of TENNESSEE
County of DAVIDSON

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is $137,000.00

Affiant

Sworn and subscribed before me this the 29th day of March, 2006

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

Notary Public

EXHBIT "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, as 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.