Davidson County DEEDWARR
Recvd: 04/06/06 08:02 3 pgs
Fees:18.00 Taxes:485.65

20060406-0039337

Prepared by:
Amy Cross Nance
Attorney at Law
1600 Westgate Circle Suite 125
Brentwood, TN 37027

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $131,258.00

Affiant

Subscribed and sworn to before me, this 4th day of April 2006.

Notary Public
My commission expires:

J. WAYNE THOMAS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 14, 2009

Address of New Owner:	Send Tax Bills to:	Tax Information
Emilio Pascual Tzaquitzal 103 Vaden Dr. Nashville TN 37211-0000	Southeast Financial FCU 444 James Robertson Pkwy. Nashville, TN 37219	133-03-0-177.00

WARRANTY DEED

For and in consideration of the sum of ten dollars & no/100 ($10.00), cash in hand paid by the hereinafter named Grantee(s), and other good and valuable considerations, the receipt of which is hereby acknowledged Robert G. Mosley and wife, Beverly B. Mosley, hereinafter referred to as Grantor(s), have bargained and sold, and do hereby transfer and convey to Emilio Pascual Tzaquitzal Ajpacaja and wife, Manuela M. Castro-Caxaj, hereinafter called the Grantee(s) 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 Lot No. 197, Section 2, on the Plan of Glencoe Acres, of record in Book 1835, pages 136, in the Register's Office for said County, more particularly described as follows:

Said Lot No. 197 fronts 115.3 feet on the southerly side of Vaden Drive and runs back between lines 109 feet on the westerly side and 125 feet on the easterly side to a dead line in the rear and measures 153.1 feet on said dead line, same being a broken line.

Being the same property conveyed to Robert G. Mosley and wife, Beverly B. Mosley, by deed from Joyce D. Rushing, a single person, as of record in Book 10098, Page 185 in the Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following: 1) 2006 taxes a lien which are not yet due and payable. 2) Easement to Metro Government as set forth in instrument recorded in Book 4298 Page 652 3) All matters appearing on plan of Glencoe Acres, Section 2 of record in Book 1835 Pages 136, 137, and 138, in the Register's Office for Davidson County, Tennessee

*NOTE: See Attached FHLB Retention Agreement.

This property is improved property known as 103 Vaden Dr., Nashville, Tennessee 37211-0000

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(s), their heirs and assigns, forever. Grantors covenant with Grantee(s) that Grantor(s) are 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. Grantor(s) do further covenant and bind themselves, their heirs, assigns and representatives, to warrant and forever defend the title to said land to said Grantee(s), their 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 hand this 4th day of April, 2006.

Robert G. Mosley

Beverly B. Mosley

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Robert G. Mosley and Beverly B. Mosley, 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 and official seal at Brentwood, Tennessee, this 4th day of April, 2006.

Notary Public

My Commission expires: 4/21/07

Amy Cross Nance
State of Tennessee Notary Public
Williamson County

FILE NO: WG1340

Addendum to Deed:

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.