Box 5

SPECIAL WARRANTY DEED

Davidson County DEEDWARR
Recvd: 05/18/06 11:38 3 pgs
Fees:18.00 Taxes:425.13

20060518-0058485

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $114,900.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF May, 2006.

Notary Public

MY COMMISSION EXPIRES: 9/20/08

(AFFIX SEAL)

MICHAEL T. HARRIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

THIS INSTRUMENT WAS PREPARED BY
MORRIS|HARDWICK|SCHNEIDER, 2401 Lake Park Drive, Suite 150, Smyrna, GA 30080 (770) 437-4060

PROPERTY ADDRESS & NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Armando Garcia/Rodriguez and Arcelia Garcia	Southeast Financial F.C.U.	133-12:37.00
(NAME) 422 Benita Drive	(NAME) 444 James Robertson Pkwy.	
(ADDRESS) Nashville, TN 37211	(ADDRESS) Nashville, TN 37219	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, JpMorgan Chase Bank as Trustee by Residential Funding Corporation as Attorney in Fact, hereinafter called the Grantor(s), have bargained and sold, and by these presents do transfer and convey unto, Armando Garcia*and/Arcelia Garcia, hereinafter called the Grantee(s), their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, and described as follows, to-wit:

*Rodriguez /wife

A certain tract or parcel of land located in Davidson County, Tennessee, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

Being the same property conveyed to Grantor herein by Substitute Trustee's Deed filed in Volume20051017, pages 0124889, and made subject to such limitations, restrictions, and encumbrances as may affect the premises, including but not limited to, all applicable easements, restrictions, liens and building setback lines of record, in the Register's Office for Davidson County, Tennessee.

See Attached FHLB Retention Addendum.

unimproved
This is improved x property, known as 422 Benita Drive, Nashville, TN 37211
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and said Grantor does hereby specially warrant the title to said land and will defend the same against the lawful claims of any person whomsoever claiming by, through, or under the said Grantor. 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 our hands this 26 day of APRIL, 2006.

M. Kawanagh
Witness

JpMorgan Chase Bank as Trustee by Residential Funding Corporation as Attorney in Fact

Sharmel Dawson-Tyau

STATE OF CA)
COUNTY OF San Diego

I, the undersigned Notary Public of the County and State aforesaid, certify that **Sharmel Dawson-Tyau** (name) VP (title) of JpMorgan Chase Bank as Trustee by Residential Funding Corporation as Attorney in Fact, personally came before me this day and acknowledged that JpMorgan Chase Bank as Trustee by Residential Funding Corporation as Attorney in Fact, executed the foregoing and annexed instrument for and in behalf of the said Residential Funding Corporation and that their authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds, Davidson County, Tennessee, and that this instrument was executed under and by virtue of the authority given by said instrument granting Residential Funding Corporation, power of attorney.

I do further certify that said **Sharmel Dawson-Tyau** (name) VP (title) of Residential Funding Corporation, acknowledged the execution of the foregoing and annexed instrument for the purposes therein expressed for an in behalf of the said JpMorgan Chase Bank as Trustee by Residential Funding Corporation as Attorney in Fact.

WITNESS my hand and notarial seal, this the 26 day of APRIL, 2006.

NOTARY PUBLIC
My commission expires _____ [NOTARY SEAL]

MICHELLE MOREY
Commission # 1532954
Notary Public - California
San Diego County
My Comm. Expires Dec 9, 2008

Exhibit "A"

Land in Davidson County, Tennessee, being Lot No. 99, Windsor Park, as recorded in Book 3600, page 64, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to JPMorgan Chase Bank As Trustee, by Substitute Trustee's Deed from Priority Trustee Services of TN, L.L.C., as Substitute Trustee, dated September 29, 2005, recorded October 17, 2005, of record in Instrument Number 200510170124889, in the Register's Office for Davidson County, Tennessee.

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.