B04 28A

OLD REPUBLIC
National Title Insurance Company
201 Fourth Avenue North Suite 150
Nashville, Tennessee 37219-2011

Davidson County DEEDWARR
Recvd: 05/18/06 12:59 5 pgs
Fees:28.00 Taxes:111.00
20060518-0058562

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $30,000.00

Mandy K. Cox
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21st DAY OF APRIL, 2006

JO ANN SMITH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

J. Ann Smith
NOTARY PUBLIC

My Commission expires: 7-29-06

My Commission Expires JULY 29, 2006

THIS INSTRUMENT PREPARED BY
Devereaux Cannon, Attorney 201 Fourth Avenue North, Suite 150 Nashville, Tennessee 37219-2011

NAME & ADDRESS OF PROPERTY OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NUMBERS:
TONYA ZUCKERMAN	Tonya Zuckerman	Map:71-16-233 Parcel:
(NAME) 202 Montchanin Drive	(NAME) SAME	Map: Parcel:
(ADDRESS) Old Hickory, TN 37138	(ADDRESS)	Map: Parcel:
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FILE # 06040149

Warranty Deed

For and in Consideration Of the sum of $10.00 cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, we

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

hereinafter called the GRANTORS, have bargained and sold, and by these presents do transfer and convey unto

TONYA ZUCKERMAN

hereinafter called the GRANTEES, their 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(s) 190 and 191, as shown on the map entitled Oakwood Park, of record in Plat Book 421, page(s) 12, 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 to Metropolitan Development and Housing Agency by deed of record as Instrument No. 20040617-0072125, said Register's Office.

This is improved property known as 1210 N 7TH STREET, Nashville, Tennessee 37206

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. We do covenant with said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise set out herein. We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the GRANTEES, 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.

This property is subject to the Home Program Restrictive Covenants attached hereto as an Exhibit.

Witness our hands this 21st day of April, 2006

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: Phil Ryan, Executive Directore

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Phil Ryan, with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who, upon oath acknowledged himself to be the Executive Director of Metropolitan Development and Housing Agency, the within named bargainor, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

Witness my hand and official seal at the office this 21st day of April, 2006.

V. Jean Merkle

NOTARY PUBLIC

My Commission expires: 9-19-2009

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

My Commission Expires SEPT. 19, 2009

EXHIBIT "A"

HOME PROGRAM RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVNANTS dated April 21, 2006 ("The Restrictive Covenants") by and between Tonya Zuckerman, hereinafter referred to as the "Grant Recipient", whose address is 1210 North 7th Street, Nashville, TN 37206; and the *METROPOLITAN DEVELOPMENT AND HOUSING AGENCY*, hereinafter referred to as "M.D.H.A.", whose address is 701 South Sixth Street, Nashville, TN 37206

WITNESS

WHEREAS, M.D.H.A. is a participating jurisdiction under the HOME Investment Partnership Program (the "HOME Program"), as authorized and described in 42 U.S.C. Sections 12701-12839, as amended, and subject to the requirements of 24 C.F.R. Part 92, as amended (collectively, the HOME Program Requirements"); and

WHEREAS, the Grant Recipient is receiving certain property located at 1210 North 7th Street, Nashville, TN 37206 from M.D.H.A. that has been improved using Home Program funds and is subject to the Home Program Requirements.

NOW, THEREFORE, in consideration of the Grant Recipients participation in the HOME Program, and of the premises and the agreements in the Restrictive Covenants, the Grant Recipient agrees as follows:

1. Use The Grant Recipient is purchasing the property as rental property.

2. Term These Restrictive Covenants shall be in effect for a period of Three (3) years beginning on the date this agreement is executed. They shall automatically expire at the end of that term. A foreclosure or transfer in lieu of foreclosure under a deed of trust encumbering the Property that has a priority over these Restrictive Covenants shall terminate these Restrictive Covenants. These Restrictive Covenants shall, however, be revived according to their original terms if, at any time during the original 3 year period, the owner of record before the termination event obtains an ownership interest in the Property.

3. Sale or Transfer of Property The Grant Recipient agrees that any sale, lease, rental, or other transfer of any part of the Property during the Affordability Period shall be only to individuals or families whose household income is equal to or below the Maximum Income Limits established by HUD for eligibility as low or moderate income families at the time of such sale or lease. The Grant Recipient further agrees that in the event that the property is leased or rented, they will by bound by the HUD Section 888.111 Market Rents For Existing Housing applicable at the time of said lease or rental. In the event this index is not in use at that time, any subsequent or replacement index established for this purpose by HUD shall apply.

4. Covenant Running with the Land These Restrictive Covenants shall run with the land and shall be binding upon the Property, the Grant Recipient and the Grant Recipient's successors, successors in interest, successors in title and permitted assigns and shall inure to the benefit of the Grant Recipient and the Grant Recipient's successors, successors in interest, successors in title and permitted assigns.

5. Severability The invalidity of any clause, part or provision of these Restrictive Covenants shall not affect the validity of the remaining portions hereof.

6. Notices Unless otherwise set forth herein, all notices given pursuant to these Restrictive Covenants shall be deemed given to the Grant Recipient when mailed and to M.D.H.A. when received. All notices hereunder shall be sent by certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses set forth above or to such different address or addresses as either party may notify the other from time to time in writing.

7. Amendment The Grant Recipient shall take all actions deemed necessary by M.D.H.A. to amend these Restrictive Covenants to comply with the HOME program Requirements, and any and all applicable rules, regulations, policies, procedures, and rulings or other official statements pertaining to the HOME program.

8. Compliance With Applicable Laws The Grant Recipient shall comply with all HOME Program Requirements and all other applicable federal, state or local laws, statutes, ordinances, codes, rules or regulations, as the same may be amended from time to time.

9. Governing Law These Restrictive Covenants shall be governed by the laws of the State of Tennessee and, where applicable, laws of the United States of America.

10. Recovery of Attorney's Fees In the event M.D.H.A. incurs legal fees or other expenses in enforcing these Restrictive Covenants, the Grant Recipient shall reimburse for all such fees and expenses within ten (10) days of receipt of written demand therefore. All fees and expenses not so paid shall become a lien upon the property.

11. Assignment All terms not otherwise defined herein shall have the meaning ascribed to them in the HOME Program Requirements.

Grant Recipient: _____
Tonya Zuckerman

Date: _____

Metropolitan Development and Housing Agency

By: _____
John Quinnan, Real Estate Officer

Date: April 21, 2006

STATE OF TENNESSEE
DAVIDSON COUNTY

Personally appeared before me, the undersigned authority, Notary Public in and for said County and State, the within named Tonya Zuckerman, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 21st day of April, 2006.

Notary Public

Commission expires: 11-25-06

BRANDY K. PIRK
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 25, 2006

STATE OF TENNESSEE
DAVIDSON COUNTY

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared John Quinnan, with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who, upon oath acknowledged himself to be the Real Estate Officer of Metropolitan Development and Housing Agency, the within named bargainor, a corporation, and the he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

Witness my had and official seal at Nashville, Tennessee, this 21st day of April, 2006.

Notary Public

Commission expires: 11-25-06

BRANDY K. PIRK
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 25, 2006