PREPARED BY:
Land Title South, Inc.
3326 Aspen Grove Drive, Suite 400
Franklin, TN 37067

Davidson County DEEDWARR
Recvd: 05/31/06 15:04 3 pgs
Fees:18.00 Taxes:462.50
20060531-0064001

WARRANTY DEED

THIS INDENTURE is made and entered into this 26th day of May, 2006 by and between **Lycurgus H. Fergueson, Jr.**, hereinafter referred to as GRANTOR, and **Thomas W. Hudson**, hereinafter referred to as GRANTEE.

W I T N E S S E T H: That for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR does hereby bargain, sell, transfer and convey unto the GRANTEES, all of GRANTOR'S right, title and interest in the following described property lying in City of Nashville, County of Davidson, State of Tennessee, more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 130 on the Plan of Hickory Bend, Section I, as of record in Book 3300, page 38, Register's Office for said County.

Said lot fronts 87 feet on the west side of Waxhaw Drive and runs back 227.6 feet on the north line and 142.1 feet on the south line to a dead line in the rear on which it measures 103 feet.

This conveyance is subject to the following Restrictive Covenant:

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), and (iv) contained herein.

(iv) The obligation to repay Subsidy to the Bank shall terminate after any foreclosure.

Being the same property conveyed to Lycurgus H. Fergueson, Jr. and wife, Edna T. Fergueson by Warranty Deed from R. W. Cravens Co., Inc. of record in Book 3707, page 49, dated March 12, 1964, recorded April 6, 1964, Register's Office for Davidson

County, Tennessee. Edna T. Fergueson predeceased Lycurgus H. Fergueson, Jr. and property now vested as Lycurgus H. Fergueson, Jr. as surviving tenant by the entirety.

This is [X]improved [ ]unimproved property known as: 610 Waxhaw Drive, Nashville, Tennessee 37214

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto GRANTEE, GRANTEE'S heirs, successors and assigns forever. The GRANTOR does covenant and agree with the said GRANTEE that GRANTOR is lawfully seized and possessed of the said real estate and that GRANTOR has a good and lawful right to sell the same. The GRANTOR further covenants that the same is unencumbered except as otherwise set forth herein, and that the title and quiet possession thereto GRANTOR will forever warrant and defend against the lawful claims of all persons whomsoever.

WITNESS MY HAND on the day and year first above written.

Lycurgus H. Fergueson, Jr.
Lycurgus H. Fergueson, Jr.
By: M. Todd Jackson, Attorney in Fact

ATTORNEY IN FACT
STATE OF TENNESSEE
COUNTY OF Davidson

On this 26th day of May, 2006 before me personally appeared M. Todd Jackson, to me known, (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Lycurgus H. Fergueson, Jr., and acknowledged that he/she executed the same as the free act and deed of said Lycurgus H. Fergueson, Jr. .

Witness my hand, at office, this 26th day of May, 2006.

Notary Public

LEAH A. TURNER
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission Expires: My Commission Expires October 26, 2008

Name and Address of Property Owner:
Thomas W. Hudson
610 Waxhaw Drive, Nashville, Tennessee 37214

Send Tax Statements to:

Pinnacle Bank
211 Commerce St. Ste 600
Nashville TN 37201

Map and Parcel--096.11-O-167.00

AFFIDAVIT OF VALUE

STATE OF TENNESSEE
COUNTY OF Davidson

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is $125,000.00 which amount is equal to, or

greater than, the amount which the property, or interest in property transferred, would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me, a Notary Public, this 26th day of May, 2006.

Notary Public

My Commission Expires: 5/22/10



RETURN TO:

Land Title South, Inc.
3326 Aspen Grove Drive, Suite 400
Franklin, TN 37067
26-1-281