Davidson County DEEDWARR
Recvd: 06/12/06 14:10 3 pgs
Fees:18.00 Taxes:423.50

20060612-0069800

STATE OF TENNESSEE
COUNTY OF SUMNER

06-3749

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 114,460.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9TH DAY OF June, 2006.

Notary Public: Janis L. Duree

MY COMMISSION EXPIRES: 3/15/2010

THIS INSTRUMENT WAS PREPARED BY

Escrow Corporation, 131 Indian Lake Road, Suite 203, Hendersonville, Tennessee 37075

NAME	ADDRESS	
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Lanitria J. Bentley	Fifth Third Mortgage	32-13
(NAME)	(NAME)	
4304 Winterbrook Road	336 Main Street	25
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRES)	
Nashville, TN 37207	Franklin, TN 37064	
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN 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, WE, John P. Cunningham, unmarried

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Lanitria J. Bentley, unmarried

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Davidson **COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:**

Being Lot No. 82 on the Plan of Timbertrail, Section 1, of record in Plat Book 5200, page 205, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description.

BEING the same property conveyed to John P. Cunningham, unmarried, by deed from Howard M. Rutledge and wife, Gayle E. Rutledge, filed of record in Instrument No. 20060427-0048600, Register's Office for Davidson County, Tennessee.

Please see attached Addendum "A" attached hereto and made a part hereof.

This is improved property known as 4304 Winterbrook Drive, Nashville, TN 37207

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 we do covenant with the 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 herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said 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.

Witness his hand this 9th day of June, 2006.

John P. Cunningham

06-3749

STATE OF TENNESSEE
COUNTY OF SUMNER

Before me, Janis L. Duree, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the John P. Cunningham the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same be the said _____ as such _____.

Witness my hand and official seal at office at Hendersonville Tennessee on this the 9th day of June, 2006.

My commission expires 3/15/2010

_____
Notary Public Janis L. Duree

STATE OF TENNESSEE
COUNTY OF SUMNER

Personally appeared before me, Janis L. Duree, a Notary Public in and for said County and State, the within named

John P. Cunningham, unmarried

the bargainor____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Hendersonville, Tennessee, this 9th day of June 2006.

My commission expires 3/15/2010

_____
Notary Public Janis L. Duree

JANIS L. DUREE
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

ADDENDUM "A"

Homebuyer's Acknowledgement and Agreement to Retention Language for property purchased with Welcome Home funds.

The language below will be inserted into the Warranty Deed or as a Restrictive Covenant to the Warranty Deed. If it is attached to the Warranty Deed as an addendum or attachment, the Warranty Deed must reference the addendum or attachment.

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.