This Instrument Prepared by:
WYATT, TARRANT & COMBS, LLP (BAS)
2525 West End Avenue, Suite 1500
Nashville, TN 37203

ADDRESS NEW OWNER:
Raymond Alexcee and wife, Laverne Alexcee
3300 Hope Hill Court
Nashville, TN 37211

SEND TAX BILL:
To Mortgagee*

MORTGAGEE:
Nashville Area Habitat for Humanity, Inc.
1006 Eighth Avenue, South
Nashville, Tennessee 37203

MAP AND PARCEL:
134-09.0B-074.00CO

Davidson County DEEDWARR
Recvd: 06/26/06 15:35 3 pgs
Fees:18.00 Taxes:414.40
20060626-0076259

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **NASHVILLE AREA HABITAT FOR HUMANITY, INC.**, a Tennessee non-profit corporation, hereinafter called the Grantor, has bargained and sold and by these presents does transfer and convey unto **RAYMOND ALEXCEE AND WIFE, LAVERNE ALEXCEE,** collectively hereinafter called the Grantee, their 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 known as Lot No. 60 as shown on the map entitled Revision One, Providence Park, Phase 2, R10 Cluster Lot Option of record as Instrument No. 20050922-0113968, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
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> Being part of the same property conveyed to NASHVILLE AREA HABITAT FOR HUMANITY, INC. by deed of record as Instrument No. 20030113-0005226, said Register's Office.
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> The above-referenced description is not the same one used on the prior deed of record. The parcel of which the subject property is a part was subsequently platted on September 15, 2005, by Robert M. Searson, TN R.L.S. No. 1666, Littlejohn Engineering Associates, Inc., which plat is of record as set forth above.

The subject property is improved property, known as 3300 Hope Hill Court, Nashville, Tennessee 37211.

This conveyance is made subject to the following:

1. 2006 County property taxes, which are being prorated at closing and assumed by Grantee.

2. Matters shown on the Plan of record as Instrument No. 20050922-0113968, said Register's Office.

3. Declaration of Covenants, Conditions, Liens, Easements and Restrictions contained in an instrument of record as Instrument No. 20031007-0148249, as amended of record as Instrument No. 20031020-0154723, and as supplemented of record as Instrument Nos. 20040324-0033177, 20040930-0117792, 20050912-0108965 and 20051012-0122828, said Register's Office.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 8347, page 35, said Register's Office.

5. Storm Water Detention Agreements of record in Book 7262, page 388, Book 8337, page 556 and Instrument Nos. 20030409-0047549 and 20050302-0023023, said Register's Office.

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, their heirs and assigns, forever; and Grantor does covenant with the Grantee that Grantor is 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; and Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the Grantee, their heirs and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but no further or otherwise. 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 conveyance is subject the following covenants and restrictions which shall be binding upon the Grantee herein:

NON-DISCRIMINATION

During such time as the property described herein is used for a purpose for which assistance under the Housing Opportunity Program Extension Act of 1996, P.L. 104-120, was provided or for another proposed involving the provision of similar services or benefits, then no person having an interest in this property shall refuse service for or accommodation or other benefits to any person with respect to the property on account of the person's race, color or national origin or otherwise engage in discrimination conduct of any kind or account of a person's race, color or national origin with respect to the property. This covenant shall run with the land.

OWNER RETENTION

Grantee, their successors, heirs and assigns, for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's New Neighbors Program in order to finance in part the acquisition of the property described in this deed, shall not convey any interest in such property to a third party and shall reside in such property as the primary residence of such Grantee for a period of five (5) years (the "Retention Period") following the date of recording of this deed in the public office for recording deeds in the county in which such property is located.

(a) Such Grantee shall notify in writing the Federal Home Loan Bank of Cincinnati, the mailing address of which is P.O. Box 598, Cincinnati, OH 45201-0598, following any of the following events occurring prior to the end of the Retention Period: (i) such Grantee conveys all or a part of the interests in such property to a third party; (ii) such Grantee refinances the debt that Grantee incurred to finance acquisition of such property that is secured by a mortgage or deed of trust of such property; (iii) such Grantee ceases occupying such property as the principal residence of such Grantee; or (iv) such Grantee prepays an amount in excess of one fifth (1/5) of the initial principal amount of the note that the mortgage or deed of trust secures.

(b) If any of the events described in (a) (i) or (a) (ii) hereof occurs prior to the end of the Retention Period, such Grantee shall pay to the Federal Home Loan Bank of Cincinnati from any net proceeds realized an amount equal to the product of the amount of the direct subsidy funds that such Grantee received and a fraction, the numerator of which is the number of months elapsed from such recording of this deed prior to such event, and the denominator of which is sixty (60).

(c) If the event described in (a) (iii) hereof occurs prior to the end of the Retention Period, such grantee(s) shall pay to the Federal Home Loan Bank of Cincinnati an amount equal to the product of the amount of the direct subsidy funds that such grantee(s) received and a fraction, the numerator of which is the number of months elapsed from such recording of this deed prior to such event, and the denominator of which is sixty (60).

(d) If an event described in (a) (iv) hereof occurs within two years after the Retention Period commences, such Grantee shall pay the Federal Home Loan Bank of Cincinnati an amount equal to the product of the amount of the direct subsidy funds that such Grantee received and a fraction, the numerator of which is the number of months elapsed from such recording of this deed prior to such event, and the denominator of which is sixty (60).

(e) Grantee by accepting this deed hereby grants to the Federal Home Loan Bank of Cincinnati a lien on such property to secure such payment obligation, and agrees that the Federal Home Loan Bank of Cincinnati may enforce the obligations of Grantee herein using any remedy available to the Federal Home Loan Bank of Cincinnati at law or in equity. Such lien of the Federal Home Loan Bank of Cincinnati shall be subordinate to the lien of any mortgage or deed of trust, as the case may be, that encumbers such property.

(f) The obligation of such Grantee to repay direct subsidy funds to the Federal Home Loan Bank of Cincinnati shall terminate after any foreclosure sale of such property.

In addition, Grantee hereby grants to Grantor, for a period of thirty (30) years from the date hereof, the first right of refusal concerning any bona fide offer to purchase the Property. That is, prior to conveying the Property or any interest therein to anyone, Grantee must give Grantor written notice of the terms of the conveyance and reasonable evidence that the proposed conveyance is serious and legitimate. Within thirty (30) days of receiving Grantee's written notice of the proposed conveyance, Grantor will inform Grantee of whether Grantor is willing to take title to the Property under similar terms as the proposed sale. Any amount to be paid to Grantee pursuant to this paragraph shall be reduced by the amounts outstanding under any promissory notes made by Grantee payable to the order of Grantor.

WITNESS my hand this 21st day of June, 2006.

NASHVILLE AREA HABITAT FOR HUMANITY, INC.

By: _____
Chris McCarthy, President and
Chief Executive Officer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Chris McCarthy**, 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 purposes therein contained, and who further acknowledged that she is the President and Chief Executive Officer of **Nashville Area Habitat for Humanity, Inc.**, the Grantor, and is authorized by the Grantor to execute this instrument on behalf of the Grantor.

Witness my hand, at office, this 21st day of June, 2006.

_____
Notary Public

SUSANNE C. PUGH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission expires: July 29, 2006

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $112,000.00.

_____
Affiant

Subscribed and sworn to before me, this 21st day of June, 2006.

_____
Notary Public

My Commission expires: July 29, 2006

SUSANNE C. PUGH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.