This document is being re-recorded for the purposes of adding a revised attachment "A"

RE-RECORD
Davidson County DEEDWARR
Recvd: 06/30/06 13:10 3 pgs
Fees:17.00 Taxes:0.00
20060630-0078579

Davidson County DEEDWARR
Recvd: 06/08/06 10:25 3 pgs
Fees:18.00 Taxes:536.50
[redacted]
20060608-0068062

STATE OF TENNESSEE
COUNTY OF Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $145,000.00.

X _____
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF June, 2006.

_____
Notary Public
MY COMMISSION EXPIRES 3/20/10
File No. G6-0872D

MICHAEL T. MOSER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

# WARRANTY DEED

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBER |
|---|---|---|
| Clinton Wesley McCroskey and Heather McCroskey, husband and wife (NAME) | Fifth Third Mortgage Company (NAME) | 52-16-14 |
| 801 Coggins Pass (STREET ADDRESS | 38 Fountain Square Plaza (STREET ADDRESS) | |
| Madison, Tennessee 37115 (CITY) (STATE) (ZIP) | Cincinnati, OH 45263 (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 HEREBYACKNOWLEDGED, WE, **William Fay Curtis, a single man,** HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Clinton Wesley McCroskey and Heather McCroskey, husband and wife** 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:

**LAND in Davidson County, Tennessee, being Lot No. 48, on the plan of Marlin Meadows, Section No. 2, as shown on plat of record in Plat Book 1835, Page 127, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.**

**Being the same property conveyed to William Fay Curtis and Willette Curtis, husband and wife, by Deed from Edward E. Marlin and wife, Florence Claudia Marlin, dated Sept. 16, 1953, of Record in Book 2197, Page 117, Register's Office for Davidson County, Tennessee.**

**Willette Curtis having since died, vesting sole ownership in William Fay Curtis as surviving tenant by the entirety.**

**SEE ATTACHED EXHIBIT "A" INCORPORATED BY REFERENCE HEREIN**

Subject to any and all plats, easements, restrictions, and other matters of record.
The 2005 taxes have been paid by the Grantor, and the current year's taxes have been prorated between the Grantor and Grantee. All future taxes will be assumed by the Grantee herein.
The above legal description is the same as that contained in the previous deed of record.

This is improved (XX) property, known as 801 Coggins Pass, Madison, TN 37115.

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. Whenever 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 my/our hand(s) this 2nd day of June, 2006.

X _____
William Fay Curtis

STATE OF TENNESSEE

COUNTY OF Davidson }

Personally appeared before me, the undersigned , a Notary Public in and for said County and State, the within named William Fay Curtis, a single man, the bargainor(s), with whom Iampersonally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal, this 2nd day of June, 2006.

My Commission Expires: 3/20/10

MICHAEL T. MOSER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Notary Public

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STATE OF TENNESSEE

COUNTY OF Davidson }

Personally appeared before me, the undersigned, a Notary Public in and of said County and State, the within named _____, _____(title) for _____(corporation), with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained, and who further acknowledged that _____ is the _____(title) of the maker or constituent of the maker, and is authorized by the maker or by constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 2nd day of June, 2006.

My Commission Expires:_____

_____

Notary Public

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TATE OF TENNESSEE

STATE OF TENNESSEE

COUNTY OF Davidson }

Personally appeared before me, the undersigned, a Notary Public in and of said County and State, the within named _____, attorney-in-fact for _____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained, and who further acknowledged that _____ is the attorney-in-fact of the maker or constituent of the maker, and is authorized by the maker or by constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 2nd day of June, 2006.

My Commission Expires:_____

_____

Notary Public

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*PREPARED BY AND RETURN TO:*

**SMITH.SHOLAR.ASSOCIATES.PLLC.**
**P.O.BOX 663**
**GALLATIN, TN 37066**

To be recorded w/ Warranty Deed

*** Revised 031606**

**Federal Home Loan Bank of Cincinnati**
**Retention Language for Ownership projects**
**that receive New Neighbors funds.**

***The language below should 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.***

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Grantee(s) in deed, 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(s) 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(s) 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(s) convey all or a part of the interests in such property to a third party; (ii) such grantee(s) refinances the debt that grantee(s) incurred to finance acquisition of such property that is secured by a mortgage or deed of trust of such property; (iii) such grantee(s) cease occupying such property as the principal residence of such grantee(s); or (iv) such grantee(s) prepay 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(s) 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(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).

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(s) 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(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).

e) Grantee(s) by accepting this deed hereby grant to the Federal Home Loan Bank of Cincinnati a lien on such property to secure such payment obligation, and agree that the Federal Home Loan Bank of Cincinnati may enforce the obligations of grantee(s) 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(s) to repay direct subsidy funds to the Federal Home Loan Bank of Cincinnati shall terminate after any foreclosure sale of such property.