RE RE-RECORD RE-RECORD

After Recording RETURN TO:
Westside Title, Inc.
531 Rivergate Parkway
Goodlettsville, TN 37072-2027

Davidson County DEEDWARR
Recvd: 02/02/06 09:03 2 pgs
Fees:13.00 Taxes:114.70
[redacted]
20060202-0012791

INSTRUMENT PREPARED BY:
Beam, Miller & Rogers, PLLC
709 Taylor Street
P.O. Box 280240
Nashville, Tennessee 37228

FROM: Terry Wilson, Administrator of the estate of Elma E. Wilson of record in the Probate Court of Davidson County, Tennessee, Case No: 05P-994 ("GRANTOR")

Davidson County DEEDWARR
Recvd: 07/03/06 09:56 4 pgs
Fees:22.00 Taxes:0.00
20060703-0078955

TO: Friendship Homes, Inc.

RE-RECORD

PROPERTY ADDRESS:

2205 Sultana Avenue
Nashville, TN 37207

SEND TAX BILLS TO:

404 James Robertson Pkwy
Suite 95
Nashville, TN 37219

MAP/PARCEL:

07103014200

Davidson County DEEDWARR
Recvd: 06/21/06 13:50 3 pgs
Fees:17.00 Taxes:0.00
[redacted]
20060621-0074206

ADMINISTRATOR'S DEED

FOR AND IN CONSIDERATION of the sum of Thirty One Thousand and No/100's Dollars ($31,000.00), cash in hand paid, Terry Wilson, Administrator of the estate of Elma E. Wilson, has bargained and sold, and by these presents does transfer and convey unto Friendship Homes, Inc., a Tennessee corporation, its successors and assigns, his entire right, title and interest in and to a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

LAND is in Davidson County, TN Being the Northerly 60 feet of the westerly one-half of Lot No. 131, on the Plan of Haynie's Oriental Addition as of record in Book 161, Page 26 and 27, Register's Office for said county.

SAID part of said Lot No. 131 fronts 60 feet on the easterly margin of Sultana Avenue and extends back between parrallel (sic) lines with the southerly margin of an alley 50 feet to a dead line.

BEING the same property conveyed to Elma Wilson from Hershel Wilson, Jr., by Quit Claim Deed dated May 21, 1996, of record in Book 10060, Page 694, in the Register's Office for Davidson County, Tennessee. The said Elma Wilson having since died intestate. Pursuant to an Order Authorizing the Sale of Real Property in the Seventh Circuit Court of Davidson County, TN,** This is improved property known as 2205 Sultana Avenue, Nashville, Tennessee 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 Friendship Homes, Inc., its successors and assigns, forever, in fee simple.

GRANTOR covenants with GRANTEE that it has done nothing to impair the title as received by GRANTOR during the time of the administration of the estate, and it will warrant and defend the title against

**Probate Division, Docket No. 05P-994, the Administrator, Terry Wilson, is authorized to complete the sale of the property.

THIS ADMINISTRATOR'S DEED IS BEING RE-RECORDED TO ADD A RESTRICTIVE COVENANT AS SHOWN ON THE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**See bottom of page

the lawful claims of all persons claiming by or through her in her representative capacity, but not further or otherwise.

WITNESS my hand, this 1/30/06 day of January, 2006.

The Estate of Elma E. Wilson

By: Terry Wilson
Terry Wilson, Administrator

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public in and for said State and County aforesaid, personally appeared Terry Wilson, duly authorized Administrator of the estate of Elma E. Wilson, the bargainor, with whom I am personally acquainted, or who proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office, this the 30th day of January, 2006.

Notary Public

ERIC E. ROGERS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 11/25/2006

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration of value for this transfer is $31,000.00.

Terry Wilson
Affiant

Subscribed and sworn to before me this 30th day of January, 2006.

Notary Public

ERIC E. ROGERS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 11/25/2006

**THIS ADMINISTRATOR'S DEED IS BEING RE-RECORDED AGAIN TO ADD A RESTRICTIVE COVENANT AS SHOWN ON THE EXHIBIT "B" ATTACHED HERETO AND INCORORATED HEREIN BY REFERENCE.

EXHIBIT "A"

As a condition and in consideration of receipt of direct subsidy funds from the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, the Project Owner, and/or its successors and assigns to the property agree that:

(i) The Friendship Homes, Inc., ("Project's") rental units, or applicable portion thereof, must remain occupied by and affordable for households with incomes at or below **50% of the median income of Nashville, TN MSA** for a period of fifteen (15) years ("Retention Period") from the date of the recording of this deed;

(ii) 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 Project occurring prior to the end of the Retention Period;

(iii) In the case of a sale or refinancing of the Project prior to the end of the Retention Period, an amount equal to the full amount of the direct subsidy shall be repaid to The Federal Home Loan Bank of Cincinnati, unless the Project continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the income-eligibility and affordability restrictions committed to in the AHP application (as stated above) for the duration of the Retention Period; and

(iv) The income-eligibility and affordability restrictions applicable to the Project terminate after any foreclosure.

EXHIBIT "B"

As a condition and in consideration of receipt of below market rate loan funds from the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, the Project Owner, for itself and all successors to the property, agree that:

(i) The **Friendship Homes, Inc.** ("Project's") rental units, or applicable portion thereof, must remain occupied by and affordable for households with incomes at or below **50% of the median income of Nashville, TN MSA** for a period of fifteen (15) years ("Retention Period") from the date of the recording of this deed;

(ii) 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 Project occurring prior to the end of the Retention Period;

(iii) In the case of a sale or refinancing of the Project prior to the end of the Retention Period, the full amount of the interest rate subsidy received by the Project Owner, based upon the pro rata portion of the interest rate subsidy imputed to the subsidized advance during the period the Project Owner owned the Project prior to the sale or refinancing, shall be repaid to The Federal Home Loan Bank of Cincinnati, unless the Project continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, incorporating the income-eligibility and affordability restrictions committed to in the AHP application (as stated above) for the duration of the Retention Period; and

(iv) The income-eligibility and affordability restrictions applicable to this Project terminate after any foreclosure.