WARRANTY DEED

STATE OF Tennessee
COUNTY OF Sumner

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $172,529.00 .

Affiant

SWORN AND SUBSCRIBED TO BEFORE ME, THIS THE 21st DAY OF July, 2006.

(Affix Seal)

Notary Public

My Commission Expires: 10/06/09

HOUSTON RUDY STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

RETZ-H06198

THIS INSTRUMENT WAS PREPARED BY and PLEASE RETURN TO:
MIDDLE TENNESSEE ESCROW COMPANY, LLC
120 Anderson Lane
Hendersonville, TN 37075 (615-264-8727)

Address of New Owners:	Send Tax Bills To:	Tax ID#:
Dorothy A. Retz	Pinnacle National Bank, ISAOA/ATIMA	33-3-B-63
176 Ivy Hill Lane	211 Commerce Street, Ste 300	
Goodlettsville, TN 37072	Nashville, TN 37201	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, BEAZER HOMES, hereinafter called the Grantor(s), have bargained and sold, and by these presents do hereby transfer and convey unto DOROTHY A. RETZ, hereinafter called the Grantee(s), their heirs and assigns, that certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE, described as follows, to wit:

SEE ATTACHED "EXHIBIT A"

Davidson County DEEDWARR
Recvd: 08/01/06 10:06 2 pgs
Fees:13.00 Taxes:638.36
20060801-0093120

( ) unimproved
This is (X) improved property known as 176 Ivy Hill Lane, Goodlettsville, Tennessee 37072 .

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 we, the GRANTORS, do covenant with the said GRANTEE that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and that 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 GRANTEE, 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 my/our hand(s) this 21st day of July, 2006 :

Ruth Lyon, agent
Beazer Homes Corp. BY Ruth Lyon, agent

STATE OF Tennessee
COUNTY OF Sumner

Personally appeared before me, the undersigned authority, a Notary Public in and for the said County and State, the within name, Ruth Lyon, with whom I am personally acquainted (or proven to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the agent of the Beazer Homes Corp., being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the Ruth Lyon, agent by herself/himself as such agent.

Witness my hand and official seal on this the 21 day of July, 2006

Notary Public

My Commission Expires: 10/06/09

HOUSTON RUDY STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

EXHIBIT A

Legal Description

Being Lot 37 as shown on the final plat of Dry Creek Farms, Phase 2, Section 2, dated August 11, 2005, prepared by Crawford Land Surveyors, P.C. 1929 Twenty-First Ave. South, Nashville, TN 37212, and of record as Instrument #20050825-0101280, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Beazer Homes Corp., a Tennessee corporation, by Special Warranty Deed from Ivy Hill Properties, LLC, of record on April 6, 2006 in Instrument 200604060039883, said Register's Office for Davidson County, Tennessee.

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.