SPECIAL WARRANTY DEED

Return To:
Elite Title Company
109 West Park Drive
Suite 350
Brentwood, TN 37027
60603D

This Warranty Deed is being re-recorded to add Home-buyers Acknowledgement and Agreement.

SANDI McCLOUD NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $95,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF July, 20 06.

Sandi McCloud
My Commission Expires
May 24, 2008

Notary Public

STATE OF TENNESSEE
MY COMMISSION EXPIRES:

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
MORRIS|HARDWICK|SCHNEIDER, 2401 Lake Park Drive, Suite 150, Smyrna, GA 30080 (770) 437-4060

PROPERTY ADDRESS & NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
INGRID DIAZ	Ingrid Diaz	# 135-08-0-A-667.00
(NAME)	(NAME)	
667 Long Hunter Court, Unit 667	667 Long Hunter Court Unit 667	
(ADDRESS)	(ADDRESS)	
Nashville, TN 37217	Nashville, TN 37217	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and 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, BANK ONE, NATIONAL ASSOCIATION, AS TRUSTEE, hereinafter called the Grantor(s), have bargained and sold, and by these presents do transfer and convey unto, INGRID DIAZ, hereinafter called the Grantee(s), their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, and described as follows, to-wit:

A certain Condominium Apartment in Davidson County, Tennessee, being Unit No. 667, Tract No. 19 Site Plan, on the Plan of Nashboro Village Nineteen Condominiums, of record in Book 5200, page 80, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

Being the same property conveyed to the within named grantors by deed of even date, which instrument is being recorded simultaneously herewith.

Being the same property conveyed to Grantor herein by Substitute Trustee's Deed filed in Instrument No. 20060207-0014838, and made subject to such limitations, restrictions, and encumbrances as may affect the premises, including but not limited to, all applicable easements, restrictions, liens and building setback lines of record, in the Register's Office for Montgomery County, Tennessee.

unimproved
This is improved **x** property, known as 667 Long Hunter Court, Unit 667, Nashville, TN 37217
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

RE-RECORD

Davidson County DEEDWARR
Recvd: 07/13/06 09:52 2 pgs
Fees:13.00 Taxes:353.35
[redacted]
20060713-0084374

Davidson County DEEDWARR
Recvd: 08/04/06 11:24 3 pgs
Fees:17.00 Taxes:0.00
20060804-0095670

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 said Grantor does hereby specially warrant the title to said land and will defend the same against the lawful claims of any person whomsoever claiming by, through, or under the said Grantor. 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 our hands this 25 day of May, 2006.

Witness Michele Kavanagh

BANK ONE, NATIONAL ASSOCIATION, AS TRUSTEE BY RESIDENTIAL FUNDING CORPORATION AS ATTORNEY-IN-FACT

Sharmel Dawson-Tyau

STATE OF CA)

COUNTY OF San Diego

I, the undersigned Notary Public of the County and State aforesaid, certify that Sharmel Dawson-Tyau (name) VP (title) of Residential Funding Corporation, as Attorney-in-fact for BANK ONE, NATIONAL ASSOCIATION, AS TRUSTEE BY RESIDENTIAL FUNDING CORPORATION AS ATTORNEY-IN-FACT personally came before me this day and acknowledged that Residential Funding Corporation, executed the foregoing and annexed instrument for and in behalf of the said BANK ONE, NATIONAL ASSOCIATION, AS TRUSTEE BY RESIDENTIAL FUNDING CORPORATION AS ATTORNEY-IN-FACT and that their authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds, Davidson County, Tennessee, and that this instrument was executed under and by virtue of the authority given by said instrument granting Residential Funding Corporation, power of attorney.

I do further certify that said Sharmel Dawson-Tyau (name) VP (title) of Residential Funding Corporation, acknowledged the execution of the foregoing and annexed instrument for the purposes therein expressed for an in behalf of the said BANK ONE, NATIONAL ASSOCIATION, AS TRUSTEE BY RESIDENTIAL FUNDING CORPORATION AS ATTORNEY-IN-FACT.

WITNESS my hand and notarial seal, this the 25 day of May, 2006.

NOTARY PUBLIC
My commission expires _____ [NOTARY SEAL]

MICHELE ARCHULETA
Commission # 1541789
Notary Public - California
San Diego County
My Comm. Expires Jan 6, 2009

HFC #0431537638

* To be recorded w/ Warranty Deed

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.
