** This document is being re-recorded to include Exhibit "A" Retention Language.**

STATE OF TENNESSEE
COUNTY OF Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $122,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF March, 2006.

Notary Public
MY COMMISSION EXPIRES 7/19/08
File No. G6-2100D

Davidson County DEEDWARR
Recvd: 03/30/06 14:17 2 pgs
Fees:13.00 Taxes:451.40
[redacted]
20060330-0036223

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
Rene Chavez and Martha Resendiz Aragon, husband and wife (NAME)	Capital Bank & Trust Company (NAME)	43-1-233
616 Red Bird Court (STREET ADDRESS	1808 West End Ave. (STREET ADDRESS)	
Madison, Tennessee 37115 (CITY) (STATE) (ZIP)	Nashville, TN 37203 (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, **Jenny D. Garay**, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Rene Chavez and Martha Resendiz Aragon, 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. 6, on the plan of Shannon Place Subdivision, section 1, as shown on plat of record in Plat Book 11190, Page 55, 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 Jenny D. Garay , by Deed from Lazaro Valera, dated October 24, 2005, of Record as Instrument No. 200510260129036, Register's Office for Davidson County, Tennessee.

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.
unimproved ( )
This is improved (XX) property, known as 616 Red Bird Court, 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 14th day of March, 2006.

Jenny D. Garay

Davidson County DEEDWARR
Recvd: 10/02/06 15:41 3 pgs
Fees:17.00 Taxes:0.00
20061002-0121935

RE-RECORD

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 Jenny D. Garay, 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 14th day of March, 2006.

My Commission Expires: 3/25/06

Notary Public

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 14th day of March, 2006.

My Commission Expires:_____

Notary Public

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 14th day of March, 2006.

My Commission Expires:_____

Notary Public

PREPARED BY [redacted] TO:

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

EXHIBIT "A"

Federal Home Loan Bank of Cincinnati
Retention Language for projects
that receive Welcome Home 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.

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.