THIS INSTRUMENT WAS PREPARED BY

Bankers Title & Escrow Corp.
3310 West End Ave., Ste. 410
Nashville, TN 37203

Davidson County DEEDWARR
Recvd: 10/11/06 11:56 2 pgs
Fees:13.00 Taxes:513.75

20061011-0126289

R. L. MOORE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 138,850.00.

Chastity L. Rucker
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5TH DAY OF OCTOBER, 2006.

Notary Public

MY COMMISSION EXPIRES: May 24, 2008

(AFFIX SEAL)

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Chastity L. Rucker	Pinnacle National Bank	MAP PART OF 93-6-1
415 Church Street, Unit 1105	211 Commerce Street, Suite 300	PARCEL 87
Nashville, TN 37219	Nashville, TN 37203	
(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, WE, **Viridian Development Company, LLC, a Tennessee limited liability company**

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Chastity L. Rucker**

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:

A certain condominium apartment known as Unit No. 1105 of the Horizontal Property Regime of Viridian Condominium pursuant to Master Deed of record as Instrument No. 20061004-0122833 and by Amendment to Master Deed of record as Instrument No. 20061004-0122834, Register's Office for Davidson County, Tennessee, to which referenced is made for a more complete description.

BEING the same property conveyed to Viridian Development Company, LLC, a Tennessee limited liability company by Quitclaim Deed from Metropolitan Development and Housing Agency of record in Instrument No. 20041103-0132449, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS SUBJECT TO: (1) Taxes which have been prorated and assumed by Grantor; (2) All restrictions of record; (3) All easements of record; (4) All visible easements; (5) All matters appearing on the plan of record; (6) All applicable governmental and zoning regulations.

The said Grantee, its heirs, successors and assigns, takes title to the Property subject to the following restriction relating to its use, which shall be deemed a covenants running with the land by which shall terminate and be of no further force and effect five (5) years from **October 5, 2006**. The property must be owned by an individual or individuals whose household earnings at the time the individual enters into a binding purchase and sale agreement for the Property are eighty percent (80%) of less of the median income for household size for the Nashville, Tennessee area as defined by the Department of Housing and Urban Development ("HUD"), as adjusted annually by HUD, and if rented, the Property must be rented by an individual or individuals whose household earnings during the term of the lease are eighty percent (80%) or less of the median income for household size for the Nashville, Tennessee area as defined by the HUD, as adjusted annually by HUD. The Property is subject to the Affordable Restrictions as provided in the Master Deed of record in Instrument No. 20061004-0122833, Register's Office for Davidson County, Tennessee.

THE PROPERTY IS SUBJECT ALSO TO THE FEDERAL HOME LOAN BANK OF CINCINNATI RESTRICTIVE COVENANT RELATED TO RETENTION AS SHOWN ON PAGE 2 ATTACHED HERETO:

This is IMPROVED property known as **415 Church Street, Unit 1105, Nashville, TN 37219.**

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. 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 hand this the 5th day of October, 2006.

Viridian Development Company, LLC, a Tennessee limited liability company

BY: _____
Tina Sumner Grigg, Authorized Agent

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, a Notary Public in and for said State and County, personally appeared **Tina Sumner Grigg**, with whom I am personally acquainted, and who acknowledged that s he executed the within instrument for the purposes therein contained, and who further acknowledged that s he is the **Authorized Agent** of the maker, **Viridian Development Company, LLC, a Tennessee limited liability company**, and is authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand and seal this the 5th day of October, 2006.

My Commission expires 1/24/09

Notary Public

KIMBERLY R. DOUGHER
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN

CONTINUED FROM PAGE 1:

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.0. Box 599; 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