Davidson County DEEDWARR
Recvd: 10/19/06 14:11 3 pgs
Fees:17.00 Taxes:342.99

20061019-0130030

Name and Address of New Owner:	Send Tax Bills To:	Prepared by:
Eustaquio Vitela Rico 2626 Foster Avenue Nashville TN 37210	Same	Southeast Title 555 Marriott Dr., S-170 Nashville, TN 37214

STATE OF TENNESSEE
COUNTY OF Davidson
The actual consideration or value, whichever is greater for this transfer is $92,700.00

Affiant

Subscribed and sworn to before me on 10/13/06.

Notary Public

My Commission Expires:_____

Map & Parcel No.
119-05-0 387.00

DOLORES E. BROWN
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
My Commission Expires July 28, 2007

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration to said Grantor paid by the Grantee named herein, the receipt of which is hereby acknowledged, Les Lazarus, (herein called "Grantor"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Eustaquio Vitela Rico, (herein called "Grantee"), the real property situated in Davidson County, State of Tennessee, described as follows:

Described parcel of land and improvements and appurtenances thereto in the County of Davidson, State of Tennessee, to-wit:

Lot No. 1 in Block No 1 of Cumberland Nurseries Subdivision of record in Book 1457, Page 459, Register's Office for Davidson County, Tennessee, Said Lot No. 1 fronts 53-1/2 feet on the East side of Foster Avenue in Woodbine, suburb of Nashville, Tennessee and runs back easterly between parallel lines and along the North margin of Whitsitt Avenue 150 feet to an alley.

Being the same property conveyed to Les Lazarus by Quitclaim Deed from Heatherstone Properties, LLC, by Ray Huddleston, Trustee, dated August 16, 2005, of record in Instrument No. 20050816-0096949, Register's Office for Davidson County, Tennessee.

The above legal description is identical to the legal description in the previous deed of record.

This is improved property located at 2626 Foster Avenue, Nashville, TN 37210.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said Grantee, his/her/their heirs and assigns forever. Grantor covenants that he/she/they is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered except for current year real estate taxes.

GRANTOR further covenants and binds herself/himself/themselves and his/her/their heirs and assigns, to warrant and forever defend the title to said real estate to the said Grantee, his/her/their heirs and assigns, against the lawful claims of all persons.

WITNESS my hand on 10/13/06.

Les Lazarus

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned authority, a Notary Public of said County and State, Les Lazarus, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that ~~he~~ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, ~~Tennessee~~, this the 13th day of October, 2006.

Notary Public

DOLORES E. BROWN
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
My Commission Expires July 28, 2007

My Commission Expires:

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.