WARRANTY DEED

Davidson County DEEDWARR
Recvd: 01/30/07 12:26 3 pgs
Fees:18.00 Taxes:484.70

20070130-0012309

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $131,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18TH DAY OF JANUARY, 2007.

Notary Public

MY COMMISSION EXPIRES: 1-24-09 (AFFIX SEAL)

CHARLOTTE TEMPLE NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TN

THIS INSTRUMENT WAS PREPARED BY
Advantage Title and Escrow, 3354 Perimeter Hill Dr. Ste. 142
Nashville, Tennessee 37211

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mario Gutierrez Roman	Capital Bank & Trust Company	164120A06600CO
(NAME)	(NAME)	
3004 Rainstone Point	1820 West End Avenue	
(ADDRESS)	(ADDRESS)	
Antioch, Tennessee 37013	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, Dranpadi Persaud and husband, Brahaspati Persaud HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Mario Gutierrez Roman and Martha Angelica Gutierrez, 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 the 1st Civil District of Davidson County, Tennessee, Being Lot #66 on the Plan of Weatherston, a planned unit development, of record at Instrument No. 200209260017440, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more particular description thereof.

Being the same property conveyed to Dranpadi Peraud, by deed of record in Instrument No. 20051227-0154247, Register's Office for Davidson County, Tennessee. Dranpadi Peraud being one and the same as Dranpadi Persaud.

This conveyance is subject to any and all existing restrictions and easements of record.

This instrument is executed on behalf of Brahaspati Persaud by Mike Haniff as his Attorney In Fact pursuant to recorded Power of Attorney of record in Instrument No. ★, in the Register's Office for Davidson County, Tennessee.

★ 20070130001230 8

unimproved ☐

This is improved ☒ property, known as 3004 Rainstone Point, Antioch, TN 37013

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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 18th day of January, 2007.

Dranpadi Persaud

Brahaspati Persaud, by Mike Haniff his attorney in fact

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this the 18th day of January, 2007, before me personally appeared Mike Haniff, the person who executed the foregoing instrument on behalf of Brahaspati Persaud and who acknowledged that he executed the same as the free act and deed of the said Brahaspati Persaud, through Power of Attorney granted he by the said Brahaspati Persaud.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Dranpadi Persaud with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee this 18th day of January, 2007.

Commission expires:

LaTrace McAdoo Notary Public My Comm. Exp 03/20/2010 State of TENNESSEE Davidson County

Notary Public

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.