BOX 50-B

~~PREPARED BY:~~ RETURN TO:
BANKERS TITLE & ESCROW CORP.
3310 WEST END AVE.
NASHVILLE, TN 37203

This instrument prepared by:
Thomas N. Jones
Attorney at Law
339 Main Street, Suite 100
Franklin, TN 37064
Attn: Leigh Anne Sailors
File # 18177.2006

Davidson County DEEDWARR
Recvd: 04/03/07 08:00 6 pgs
Fees:33.00 Taxes:480.63

20070403-0039433

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Justin Rosolino 217 Treutland Avenue Nashville, TN 37207	082-11-0-018.00	Same US Bank P.O. Box 20007 Owensboro, Ky 42304

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Metropolitan Development and Housing Agency** ("**MDHA**"), a public body corporate and politic, organized and existing under the laws of the State of Tennessee, having its principal office at 701 South Sixth Street, Nashville, Tennessee 37026, as the fee owner of the Land (as defined below) and **Ashcar/Craftbuilt Homes** ("**Ashcar**"), a Tennessee general partnership consisting of Ashcar Development, LLC and Craftbuilt Homes, Inc., having its principal office at 7557 Oakhaven Trace, Nashville, Tennessee 37209, as the owner of the improvements situated on the Land (the "**Improvements**")(MDHA and Ashcar are collectively referred to as "**Grantor**"), have this day bargained and sold, and do hereby transfer and convey, unto **Justin Rosolino** (hereinafter referred to as "**Grantee**") the following described real property, to wit:

> ALL THAT TRACT OR PARCEL of land lying and being in Davidson County, Tennessee, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (the "**Land**"); TOGETHER WITH the Improvements and appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land (the Land, the Improvements and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "**Property**").

The terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits.

TO HAVE AND TO HOLD said Property, with the appurtenance, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

MDHA covenants that it is lawfully seized and possessed of the Land in fee simple, has a good right to convey it, and that the same is unencumbered except for matters of record.

Ashcar covenants that it is lawfully seized and possessed of the Improvements in fee simple, has a good right to convey it, and that the same is unencumbered except for matters of record.

MDHA and Ashcar covenant and bind themselves, and their successors and assigns, to warrant and forever defend the title to the Land and Improvements respectively to said Grantee against the lawful claims of all persons claiming by, through or under them.

Grantee covenants and agrees that Grantee will use the Property only for its principal residence and that Grantee will not rent, lease or otherwise grant any right of possession of the Property to any other person. This covenant may be enforced by MDHA through the exercise of injunctive relief and pursuit of all other remedies available under applicable law to insure that Grantee at all times complies with the requirements relating to downpayment assistance made available by MDHA to Grantee, including, but not limited to, the regulations set forth in 24 CFR § 906.15(b). The rights of MDHA under this paragraph are in addition to, and do not modify or affect, the right of the beneficiary under the Deed of Trust securing such downpayment assistance to accelerate such indebtedness and foreclose on the Property upon violation of Grantee's covenant in said Deed of Trust that the Property shall be used as Grantee's primary residence and shall not be rented or leased.

By execution of this Warranty Deed, Grantor hereby terminates and releases the Declaration of Restrictions between MDHA and Ashcar, dated December 30, 2005, and recorded in Instrument Number 20060113-0005694, Register's Office for Davidson County, Tennessee (the "**Declaration**") solely as to the Property, however the Declaration shall remain in full force and effect as to all remaining property described in the Declaration but not previously released of record.

IN WITNESS WHEREOF, the parties hereto have caused this Warranty Deed to be executed this 30 day of MARCH, 2007 for proper recording in the public records.

GRANTORS:

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: _____

Its: Executive Director

ASHCAR/CRAFTBUILT HOMES
A Tennessee general partnership

By: Ashcar Development, LLC
General Partner

By: _____

Its: _____

GRANTEE:

_____
Justin Rosolino

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, V. Jean Merkle, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Phil Ryan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the EXECUTIVE DIRECTOR of METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, a public body and a body corporate and politic organized under the Tennessee Housing Authorities Law, T.C.A. §§ 13-20-101, et seq., the within named bargainor, and that he as such EXECUTIVE DIRECTOR being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of METROPOLITAN DEVELOPMENT AND HOUSING AGENCY by himself as such EXECUTIVE DIRECTOR

WITNESS my hand and seal at office in Nashville, Tennessee, this the 29th day of March, 2007.

V. Jean Merkle
Notary Public

My Commission Expires:
Sept. 19, 2009

V. JEAN MERKLE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires SEPT. 19, 2009

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, Leigh Anne Sailors, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Michael O'Neill, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of Ashcar Development, LLC which is the general partner of ASHCAR/CRAFTBUILT HOMES, the within named bargainor, a Tennessee general partnership, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as President of such general partner.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 30th day of March, 2007.

Leigh Anne Sailors
Notary Public

My Commission Expires:
8-28-2010

LEIGH ANNE SAILORS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, J. Waechter, the undersigned, a Notary Public in and for said County and State, the within named Justin Rosolino, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in Nashville, Tennessee, on this the 30 day of March, 2007.

Notary Public

JAMES A. WAECHTER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

My Commission Expires:
1-16-09

STATE OF TN
COUNTY OF Davidson

The affiant swears or affirms that the actual considerations or value whichever is greater, for this transfer is $129,900.00.

Affiant: Nancy Enoch

Subscribed and sworn to before me this 30 day of March, 2007.

Notary Public

JAMES A. WAECHTER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

My Commission expires: 1-16-09

EXHIBIT "A"

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 74 on the Map of Bryan's Addition to Edgefield, of record in Plat Book 21, Page 63, said Register's Office, to which plan reference is hereby made for a more complete and accurate legal description.

Being a portion of the same property conveyed to Metropolitan Development and Housing Agency by Deed from East Nashville Housing, LLC, a Tennessee Limited Liability Company of record in Instrument Number 20031015-0153082, Register's Office of Davidson County, Tennessee.