THIS INSTRUMENT PREPARED BY: **Mudter Morgan & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **FTEC File No. 26531-04-2007** **Record & Return To:** **First Title and Escrow Company, Inc.** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $222,900.00 Affiant Subscribed and sworn to before me this 1st day of June, 2007. Notary Public My Commission Expires: My Commission Expires JULY 19, 2008

WARRANTY DEED

Address New Owner: Molly K. Swenson 210 Westchase Drive Nashville, TN 37205	**Send Tax Bills To:** Pinnacle National Bank 211 Commerce Street,#300 Nashville, TN 37201	**Tax Information:** Map and Parcel No.: 116030F012.00CO

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Blake Martin and wife, Ivelisse Marie Martin**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Molly K. Swenson, Unmarried** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is improved property located at 210 Westchase Drive, Nashville, TN 37205

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

And Grantor covenants that it 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 as set out on Exhibit "A" hereto. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantee, its successors, heirs and assigns against the lawful claims of all persons, except as set out on Exhibit "A" hereto.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on the 1st day of June, 2007.

Blake Martin

Ivelisse Marie Martin

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, Blake Martin and Ivelisse Marie Martin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 1st day of June, 2007.

Notary Public

My Commission Expires:

My Commission Expires JULY 19, 2008

Davidson County DEEDWARR
Recvd: 06/05/07 14:53 2 pgs
Fees:13.00 Taxes:824.73

20070605-0067159

EXHIBIT "A"

Land in Davidson County, Tennessee. being Unit No. 210 on the Plan of Phase 1 Westchase Condominium Apartments of record in Plat Book 5200, page 578, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description, together with the appurtenant interest in the common elements of Westchase Condominium, a horizontal property regime established by Master Deed of record in Book 6097, page 266, amended in Book 6112, page 677, Book 6341, page 380 and Book 6866, page 362, said Register's Office.

Being the same property conveyed to Blake Martin, unmarried, by deed dated March 3, 2006, from Carrera 3 Properties, LLC, of record in Instrument No. 20060307-0026424, Register's Office for Davidson County, Tennessee. Blake Martin has since married.

This conveyance is made subject to:

1. 2007 City/County Taxes which have been prorated by the parties and assumed by the Grantee.
2. Covenants, Conditions, Restrictions and Agreements, including the agreement to pay assessments for the maintenance of common areas, contained in the Master Deed (and By-Laws) for Westchase Condominium, of record in Book 6097, page 266, amended in Book 6112, page 677, Book 6341, page 380 and Book 6866, page 362, Register's Office for Davidson County, Tennessee.
3. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
4. All matters appearing on the Plan of record as Book 5200, page 578, Register's Office for Davidson County, Tennessee.

This conveyance is also subject to the following Restrictive Covenant:

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 data 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 rate 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.