Davidson County	DEEDWARR
Recvd: 06/22/07 15:23	9 pgs
Fees:48.00 Taxes:480.63	
20070622-0075093	

This instrument prepared by
and after recording return to:

Bicentennial Title & Escrow
2280 Metrocenter Blvd. Suite 300
Nashville, Tennessee 37228

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Cynthia Lee Sparrow 200 Berry Street Nashville, Tennessee 37211	082-7-245.00	Franklin American Mortgage 901 Corporate Centre Drive Suite 400 Franklin, Tennessee 37067

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 **Gregory Pollard** ("**Pollard**"), an individual, having his principal office at 7224 Santeelah Way, Antioch, Tennessee 37013, as the owner of the improvements situated on the Land (the "**Improvements**")(MDHA and Pollard are collectively referred to as "**Grantor**"), have this day bargained and sold, and do hereby transfer and convey, unto **Cynthia Lee Sparrow** (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.

Pollard 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 Pollard 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 down payment 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 down payment 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 Pollard, dated December 28, 2005, and recorded in Instrument 20060113-0005692, 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 21st day of June 2007 for proper recording in the public records.

GRANTORS:

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: _____

Its: Executive Director

GREGORY POLLARD

_____

GRANTEE:

CYNTHIA LEE SPARROW

_____

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.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 21st day of June 2007.

V. Jean Merkle
Notary Public

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

My Commission Expires:
9-19-2009

My Commission Expires SEPT. 19, 2009

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Andre Johnson, the undersigned, a Notary Public in and for said County and State, the within named GREGORY POLLARD, 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 executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 21st day of June 2007.

Notary Public

ANDRE JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN
My Commission Exp. March 21, 2009

My Commission Expires:
03-21-07

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

Subscribed and sworn to before me this 21st day of June 2007.

Affiant: _____

_____
Notary Public

My Commission expires: _____



File No.: 104089

EXHIBIT A

Land in Davidson County, Tennessee, a tract of land known as Lot 132 on the plan of Bryan's Addition to Edgefield, now East Nashville, not of record, and described as follows:

Beginning at a point at the southeast intersection of Berry Street and North Second Street; thence with the southerly margin of Berry Street, easterly 50 feet to a point; thence southerly 165 feet to the northerly margin of an alley; thence with the margin of said alley, westerly 50 feet to the easterly margin of North Second Street; thence with the margin of the same northerly 165 feet to the beginning.

Being the same property conveyed to METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, by deed from EAST NASHVILLE HOUSING, LLC, A TENNESSEE LIMITED LIABLILTY COMPANY, of record Instrument No. 20031015-0153082, dated October 15, 2003, said Register's Office.

DECLARATION OF RESTRICTIVE COVENANTS
HOME PROGRAM

THIS DECLARATION OF RESTRICTIVE COVENANTS dated the 21st day of June,2007 (the Restrictive Covenants) is hereby entered into Cynthia Lee Sparrow, for the benefit of the METROPOLITAN DEVELOPMENT AND HOUSING AGENCY (MDHA), whose address is 701 South Sixth Street, Nashville, Tennessee 37206, pursuant to and in partial consideration for the grant of funds from MDHA for the purposes as more fully described below.

WITNESS

WHEREAS, MDHA is a participating jurisdiction under the HOME Investment Partnerships Program (the HOME Program), as authorized and described in 42 U.S.C. Sections 12701-12839, as amended, and subject to the requirements of 24 C.F.R. Part 92, as amended (collectively, the HOME Program Requirements); and

WHEREAS, $10,000.00 from the HOME Program was used by MDHA to acquire the property at 200 Berry St (Map and Parcel No. 082-7-245.00) under the HOME Program subject to the HOME Program Requirements in order to make the property available to Gregory Pollard.

WHEREAS, as a condition of purchasing the property cited above, the restrictive covenants set out below (sometimes herein referred to as the Restrictive Covenants) to insure that the Property will be used as affordable housing in compliance with the affordability restrictions contained herein and in the HOME Program Requirements.

NOW, THEREFORE, in consideration of these facts, the BUYER agrees as follows:

1. **Use**. The Property shall remain affordable for and be used solely by low income persons or families as defined in the HOME Program Requirements and for no other purpose throughout the Affordability Period as defined below.

2. **Term**. The term of these Restrictive Covenants shall be **five years (5)** years beginning 30 days from the date hereof (the Affordability Period). The Restrictive Covenants may also be released in writing by MDHA, in its sole discretion, prior to the end of the Affordability Period. A sale by foreclosure or transfer in lieu of foreclosure under a deed of trust encumbering the Property that has priority over these Restrictive Covenants (the "Termination Event") shall terminate the Affordability Period and these Restrictive Covenants. The Affordability Period and these Restrictive Covenants shall be revived according to their original terms if, during the original Affordability Period, the owner of record at the time of the Termination Event, obtains an ownership interest in the Property.

3. **Sale or Transfer of Property**. If any sale or other transfer of all or any part of the Property occurs during the Affordability Period, BUYER shall repay to the HOME Trust Fund $10,000.00, which is managed by MDHA.

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4. **Subordination. (If applicable).** These Restrictive Covenants are subordinate to liens of a certain deeds of trust of record in Instrument Numbers _____, _____, and _____ in the Register's Office for Davidson County, Tennessee.

5. **Principal Residence.** During the term of the Affordability Period, the Property must be used as the principal residence of BUYER. If the Property does not continue to be so used during the Affordability Period, BUYER shall repay to the HOME Trust Fund $10,000.00, which is managed by MDHA.

6. **Covenants Running with the Land**. These Restrictive Covenants shall run with the land and shall be binding upon the Property, the BUYER and the BUYER's successors, successors in title and permitted assigns and shall inure to the benefit of MDHA, the BUYER and the BUYER's successors, successors in interest, successors in title and permitted assigns. BUYER agrees to include a specific reference to these Restrictive Covenants in any deed or instrument regarding the sale or transfer of all or any part of the Property which occurs during the Affordability Period. MDHA or its successors and assigns shall have the continuing right to enforce these Restrictive Covenants by the taking of any legal action in any court of competent jurisdiction to enforce performance and observance of these Restrictive Covenants, without the requirement of election of remedies, and shall as one, but not the sole, remedy obtain a temporary and/or permanent order enjoining any acts which violate these Restrictive Covenants and the exercise of any other legal or equitable right of remedy with respect to these Restrictive Covenants. No bond shall be required of MDHA or its successors and assigns for the issuance of any such injunction.

7. **Severability**. The invalidity of any clause, part or provision of these Restrictive Covenants shall not affect the validity of the remaining portions hereof.

8. **Notices**. Unless otherwise set forth herein, all notices given pursuant to these Restrictive Covenants shall be deemed given to the BUYER when mailed and to MDHA when received. All notices hereunder shall be sent by certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses set forth above or to such different address or addresses as either party may notify the other from time to time in writing.

9. **Amendment**. The BUYER shall take all actions deemed necessary by MDHA to amend these Restrictive Covenants to comply with the HOME Program Requirements, and any and all applicable rules, regulations, policies, procedures, and rulings or other official statements pertaining to the HOME Program, as now or hereafter in effect.

10. **Compliance with Applicable Laws.** The BUYER shall comply with all HOME Program Requirements and all other applicable federal, state or local laws, statutes, ordinances, codes, rules or regulations, as the same may be amended from time to time.

11. **Governing Law**. These Restrictive Covenants shall be governed by the laws of the State of Tennessee, and where applicable, laws of the United States of America.

12. **Lien for Recovery of Attorney's Fees**. In the event MDHA incurs legal fees or other

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expenses in enforcing these Restrictive Covenants, the BUYER shall reimburse MDHA for all such fees and expenses within the (10) days of receipt of written demand therefor. All such fees and expenses not timely paid shall become a lien upon the Property.

13. **Definitions**. All terms not otherwise defined herein shall have the meaning ascribed to them in the HOME Program Requirements.

14. **Certification**. Each person executing this agreement on behalf of an entity personally certifies and warrants to all other parties that this transaction has been duly authorized and approved by such entity, that such person is authorized to sign on behalf of such entity, that no other signature is required to bind such entity, and that such entity shall be legally bound as set forth herein by such signature.

IN WITNESS WHEREOF, the BUYER, by a duly authorized representative, has executed these Restrictive Covenants as of the date above written.

BY: Cynthia Lee Sparrow

************INDIVIDUAL ACKNOWLEDGMENT********************

State of Tennessee)
County of Davidson **)**

On this 21st **day of** June, 2004 **before me personally appeared** Cynthia Lee Sparrow, **to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or persons) free act and deed.**

Tiffany R. Addison
NOTARY PUBLIC

MY COMMISSION EXPIRES:

TIFFANY R. ADDISON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN
My Commission Exp. March 21, 2009

CLS