Davidson County DEEDWARR
Recvd: 07/10/07 14:58 5 pgs
Fees:28.00 Taxes:316.91

20070710-0082279

36B

[ADDRESS NEW OWNER:]	[SEND TAX BILLS TO:]	[MAP-PARCEL NO.]
Isabel Campos	New Owner	Map/Parcel
147 Welworth Street		03413008300
Madison, TN 37115		07-06-13009

This instrument prepared by : Robert J. Notestine, III, Attorney, 4515 Harding Rd, Suite 315, Nashville, Tennessee 37205

WARRANTY DEED

FOR AND IN CONSIDERAT ON of the sum of Ten ($10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, **Equity Trust Company Custodian FBO IRA Account Number 60199,** (The "Grantor") has bargained and sold, and by these presents does transfer and convey unto **Isabel Campos,** (The "Grantee"), her heirs and assigns, a certain tract or parcel of land in **Davidson County**, State of Tennessee, being more particularly described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 12, of Block A, on the Plan of East Lawn, as of record in Book 547, pages 153 and 154, Register's Office for said County.

Said Lot No. 12 fronts 50 feet on the northerly side of Welworth Street and extends back between parallel lines 120 feet to a dead line, on which it measures 50 feet.

Being the same property conveyed to Equity Trust Company, Custodian FBO IRA Account Number 60199 by Warranty Deed from Charles T. Marcrum, an unmarried person, recorded on the 25th day of October, 2006, in Instrument No. 20061025-0132290, in the Register's Office of Davidson County, Tennessee.

This conveyance is subject to the following:

1. All matters as shown on Plat in Plat Book 547, pages 153 and 154, Register's Office for Davidson County, Tennessee.
2. Covenants, Conditions and Restrictions as set forth in Re-subdivision of a Portion of East Lawn Subdivision, recorded in Book 5935, page 738, Register's Office for Davidson County, Tennessee.
3. 2007 property taxes not yet due and payable, which have been prorated, the payment of which is assumed by Grantee.

This is improved property commonly kr own as: 147 Welworth Street, Madison, TN 37115

[STATE OF TENNESSEE]
[COUNTY OF DAVIDSON]

The actual consideration or value, whichever is greater for this transfer is $85,650.00

Isabel Campos
Affiant

Fran Y. Oroson
State of Tennessee
Notary Public
Davidson County

Subscribed and sworn to before me this 3rd day of ~~June~~ July, 2007

My Commission Expires: My Commission Expires 03/21/2009

Fran Y. Oroson
Notary Public

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interests thereto belonging to the said Grantee, her heirs and assigns, forever.

And Grantor does covenant with the said Grantee that the Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered except as set forth herein above.

And Grantor does further covenant and bind itself, it successors and assigns, to warrant and forever defend the title to the Property to the said Grantee, her heirs and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 3 day of ~~June~~ July, 2007.

Equity Trust Company Custodian FBO IRA
Account Number 60199

By: _____

Title: Tim Kuhman
Corporate Alternate Signer

STATE OF Ohio

COUNTY OF Lorain

Personally appeared before me, Tim Kuhman, of **Equity Trust Company Custodian FBO IRA Account Number 60199**, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that ~~he~~/she is the Corporate Alternate Signer of the maker and is authorized by the maker to execute this instrument on behalf of the maker.

AS WITNESS my hand and Notarial Seal the day and year first above written.

My Commission expires 5-31-2010

Dawn Reichlin

NOTARIAL SEAL
STATE OF OHIO

Notary Public
DAWN REICHLIN
Notary Public
In and for
the State of Ohio
My Commission Expires
May 31, 2010

- 1 -
Revised 02/08/06

"DECLARATION OF COVENANTS AND RESTRICTIONS"
Supplement to the Second Deed of Trust

This Declaration of Covenants and Restrictions is made this 3rd day of July, 2007 by Isabel Campos (hereinafter known as "Owner"). Owner is the fee simple owner of property and improvements located at 145 Welworth Street, Madison, TN 37115, more particularly described in this Deed of Trust as Exhibit A.

It is the clear and expressed interest of the Owner to place upon said property certain restrictions and covenants on the sale, use and occupancy as follows:

1.**NOTIFICATION**
The Housing Fund, Inc. is to be given notice of any sale or refinancing of the unit.

2.**SALE, REFINANCE, OR TRANSFER OF OWNERSHIP**
Owner covenants that should the property be sold, refinanced or ownership transferred, the entire amount of THF's assistance shall be repaid to The Housing Fund, Inc.

3.**NOTE AND DEED OF TRUST**
Owner covenants that as a condition to receiving the HOME Program loan, provided through THF, the Owner will give a Second Note and Second Deed of Trust to THF of record in the Register's Office of Davidson County, Tennessee, in the principal amount of $13,500.00, recorded on this date. Said Note and Deed of Trust will hold a subordinate position to a First Deed of Trust of record in the Register's Office of Davidson County, Tennessee, in the principal amount of $73,000.00 recorded on this date.

4.**PRINCIPAL RESIDENCE**
Owner covenants that the property described herein shall be the principal residence of the homebuyer. Should Owner rent, vacate, sell, or refinance said property prior to the satisfaction of the Note and Deed of Trust, the Note shall become due and payable immediately. Owner further covenants that as a condition of receiving the above-mentioned loan the property will be maintained in a safe, decent and sanitary condition.

5.**TERMINATION**
These covenants and restrictions shall remain in effect for a period of not less than five years from date or upon occurrence of foreclosure or transfer in lieu of foreclosure. Owner reserves the right to repay the Note at Any time.

6.**ENFORCEMENT**
The covenants and restrictions set forth herein shall run with the land and to the fullest extent permitted by law and equity, shall be binding on the Owner, its heirs, successors and assigns; and is for the benefit and in favor of and enforceable by THF, its successors or assigns. THF shall be entitled to (a) institute legal action to enforce performance and observance of those covenants, (b) enjoin any acts which violate these covenants, and (c) exercise any other legal or equitable right or remedy with respect to those covenants.

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