Davidson County DEEDWARR
Recvd: 09/06/07 15:25 2 pgs
Fees:13.00 Taxes:375.55
20070906-0107280

WARRANTY DEED

R-USB-07-717

STATE OF Tennessee
COUNTY OF Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $101,500.00

Katrina M. Davidson
Affiant

Subscribed and sworn to before me, this 31st DAY OF August, 2007.

Mary Frances Rudy
Notary Public

MY COMMISSION EXPIRES: 7-24-10
(AFFIX SEAL)

MARY FRANCES RUDY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

THIS INSTRUMENT WAS PREPARED BY
Rudy Title and Escrow
2012 21st Ave South
Nashville, TN 37212

ADDRESS NEW OWNER(S) AS FOLLOWS: (NAME)	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Katrina M. Davidson	U.S. Bank National Association	
717 29th Avenue North (ADDRESS)	9321 Olive Boulevard (NAME) (ADDRESS)	
Nashville, TN 37209 (CITY) (STATE) (ZIP)	St. Louis, MO 63132 (CITY) (STATE) (ZIP)	92-6-699

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid hereinafter named Grantee(s), and other good and valuable considerations, the receipt of which is hereby acknowledged, we MAGDALENE HOMES, LLC, hereinafter called the Grantor(s), have bargained and sold, and by these presents do transfer and convey unto KATRINA M. DAVIDSON, UNMARRIED, hereinafter called the Grantee(s), their heirs and assigns, that certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE, described as follows, to wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT 50, L.C. THUSS' SUBDIVISION OF A PART OF THE BARROW LANDS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 547, PAGE 102, IN THE REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

BEING PART OF THE SAME PROPERTY CONVEYED TO MAGDALENE HOMES, LLC, A TENNESSEE NON-PROFIT LIMITED LIABILITY COMPANY BY WARRANTY DEED FROM MARILON J. HOWARD, UNMARRIED, RECORDED ON THE 6TH DAY OF JULY, 2004 IN INSTRUMENT NO. 20040706-0080149, RE-RECORDED AT INSTRUMENT NO. 20040728-0090358, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

THIS CONVEYANCE IS SUBJECT TO A) 2007 PROPERTY TAXES, WHICH HAVE BEEN PRORATED AND ASSUMED BY THE GRANTEE (S) HEREIN; B) INSTRUMENTS OF RECORD IN BOOK 547, PAGE 102, SAID REGISTER'S OFFICE; C) ANY AND ALL EXISTING EASEMENTS AND RESTRICTIONS AS SHOWN OF RECORD AND/OR NOT STATED HEREIN.

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.

unimproved ( )
This is improved (X) property, known as 717 29th Avenue North, Nashville, Tennessee 37209
(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 GRANTEE(S), their heirs and assigns forever; and we do covenant with the said GRANTEE(S) 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 GRANTEE(S), 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/our hand(s) this 31st day of August, 2007.

Magdalene Homes, LLC

By: Carlana Harwell, Pres.
Its: President

By: Becca Stevens, Secretary
Becca Stevens
Its: Secretary

STATE OF Tennessee
COUNTY OF Davidson

On this the 31st of August 2007, before me personally appeared Carlana Harwell and Becca Stevens to me known (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be the President and Secretary of Magdalene Homes, LLC, a Tennes, the within named bargainor, a corporation, and that he/she as such President and Secretary executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal, this the 31st day of August 2007

Mary Frances Kelly
Notary Public

My Commission Expires: 7-24-10

MARY FRANCES KELLY NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

RETURN TO:
Rudy Title and Escrow
2012 21st Ave South
Nashville, TN 37212
Phone: (615)383-2903