Davidson County AFFIDAVIT
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Instrument Prepared By:
Fearnley & Califf, PLLC
565 Marriott Drive
Suite 850
Nashville, TN 37214

SCRIVENER'S AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE ME, the undersigned Notary who is authorized to administer oaths and take testimony in the aforesaid jurisdiction, personally appeared before me, J. Kaye Clark, who is well known to me and said person swore under oath and stated as follows:

1. That she submitted the following for recording: The Cash Deed dated May 18, 2007 at Instrument No. 20070522-0060915 in the Register's Office for Davidson County, Tennessee.
2. That document is missing the Federal Home Loan Bank of Cincinnati Retention Language for projects that receive Welcome Home funds.
3. That the following language should be added to the Cash Deed as "Exhibit A":

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.

4. That she knows that the correction of this error to the Cash Deed is consistent with the intentions of the parties and does not in any way change or alter the understanding and intentions of the parties who executed said instrument.

FURTHER AFFIANT SAYS NOT.

Fearnley & Califf, PLLC

BY: _____

J. Kaye Clark

Grantor: Secretary of Housing and Urban Development
Grantee: Ramon Robles

ACKNOWLEDGEMENT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the County and State, the within named J. Kaye Clark, with whom I am personally acquainted, (or proved to me his identity on the basis of satisfactory evidence) and who, upon oath, acknowledged such person to be an officer authorized to execute the foregoing Affidavit and whose name is subscribed to the foregoing Affidavit, and who acknowledges that the contents of said Affidavit were true and correct and that the Affidavit was executed for the purposes therein contained.

Witness my hand and official seal at office, this 29th day of October, 2007.

My Commission Expires: 9-19-09

_____

NOTARY PUBLIC

MEMORIE K. WHITE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN
My Commission Expires September 19, 2009