(1)

CASH DEED FOR TENNESSEE

Davidson County DEEDWARR
Recvd: 06/24/08 13:45 3 pgs
Fees:18.00 Taxes:407.00
20080624-0065019

FHA Case No. **483-365037**

This instrument was prepared by the **Department of Housing and Urban Development**
Return to: Fearnley & Califf - Nashville
565 Marriott Drive - Ste 850
Nashville, TN 37214

This Indenture, made and entered into this **20th day of June, 2008**, by and between Secretary of Housing and Urban Development, of Washington, D.C., or his successors, party of the first part, and **Erika Cabrera** , marriedher heirs and assigns, party(ies) of the second part,

Witnesseth: That for and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party(ies) of the second part, the following described real estate situate, lying and being in the County Davidson, State of Tennessee, to wit:

BEING LOT NO. 243 ON THE PLAN OF PICCADILLY SQUARE, PHASE III, OF RECORD IN BOOK 6250, PAGE 892-894, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TN, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND DETAILED DESCRIPTION.

Property Address: 412 Hampstead S
Antioch, TN 37013

Owner's Name: **Erika Cabrera**

Owner's Address: 473 Cathy Jo Circle

Nashville, TN 37211

Mail Tax Bill to: ~~Owner at Property Address~~ **Southeast Financial Federal Credit Union**
220 South Royal Oaks Blvd.
Franklin, TN 37064

Parcel No.: **149010B0 9600C0**

THIS DEED IS NOT TO BE IN EFFECT UNTIL: June 20, 2008

Being the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (42 U.S.C. 3531), by deed dated **January 24, 2008**, and recorded at **Instrument No. 20080208-0013074** in the Register's Office of Davidson County, Tennessee.

To Have and to Hold the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party(ies) of the second part, his/her/their heirs and assigns in fee simple forever.

Said Conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above described property; also **Subject** to any state of facts which an accurate survey of said property would show. **The attached Exhibit A.**

And the Said party of the first part does hereby covenant with the said party(ies) of the second part that he is lawfully seized in fee of the aforedescribed real estate; that he/she has a good right to sell and convey the same; that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons, claiming same, by, through or under him but no further or otherwise.

In Witness Whereof the undersigned has set his/her hand and seal as a principal and/or officer of Pyramid Real Estate Services, LLC, Management and Marketing contractor of the U. S. Department of Housing and Urban Development, for and on behalf of the Secretary of Housing and Urban Development, under the redelegation of authority published at 70 Fed. Reg. 43, 171 (July 26, 2005).

(M)

Signed, sealed and delivered in the presence of:

The Secretary of Housing and Urban Development of Washington, D.C., and/or his/her successors and/or assigns

By: Shelley Schroede
Authorized Signatory
Nashville, Tennessee Shelley Schroede

State of Tennessee
County of Davidson

On the 18 day of June, 2008, before me the undersigned Notary Public of the State and County aforesaid, appeared Shelley Schroede with whom I am personally acquainted, or proved to me to be on the basis of satisfactory proof, and who, upon oath , acknowledged himself/herself to be a authorized signatory of Pyramid Real Estate Services, LLC said company being an authorized signatory for the Secretary of Housing and Urban Development, the within named bargainor, and that he/she as such authorized signatory being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as an authorized signatory.

My Commission Expires:

1/24/2009

Notary Public

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires January 24, 2009

I, or we, hereby swear or affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$110,000.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 20th day of June, 2008.

My Commission Expires: 11/24/08

(Seal)
Notary Public

Robin R. Keller State of Tennessee Notary Public Rutherford County

EXHIBIT A

Borrower(s), their successors, heirs and assigns for and in consideration of receiving 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 regulation for the AHP; and

(iii) In the case of a refinancing prior to the end of the Retention Period, an amount equal or 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 the subject to a deed restriction or other legally enforceable retention agreement or mechanism, incorporating the requirements f clauses (i), (ii), (iii) and (iv) contained herein.

(iv) The obligation to repay Subsidy to the Bank shall terminate after any foreclosure.

I acknowledge that I have been informed that the language above will be included in or attached to the warranty deed for the property I am purchasing with Welcome assistance from the Federal Home loan Bank of Cincinnati and I agree to the requirements, restriction, and limitations included in this language.

Name: **Erika Cabrera**

Signature: Erika Cabrera Date: **June 20, 2008**