This Instrument Prepared by:
WYATT, TARRANT & COMBS, LLP (BAS)
2525 West End Avenue, Suite 1500
Nashville, TN 37203

ADDRESS NEW OWNER:
Mary Puok
3224 Rainwood Drive
Nashville, TN 37207

SEND TAX BILL:
To Mortgagee*

Davidson County DEEDWARR
Recvd: 07/29/08 11:56 3 pgs
Fees:18.00 Taxes:532.80
20080729-0077396

MORTGAGEE:
Nashville Area Habitat for Humanity, Inc.
1006 Eighth Avenue, South
Nashville, Tennessee 37203

MAP AND PARCEL:
050-11.0A-038.00CO

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **NASHVILLE AREA HABITAT FOR HUMANITY, INC.**, a Tennessee non-profit corporation, hereinafter called the Grantor, has bargained and sold and by these presents does transfer and convey unto **MARY PUOK**, an unmarried person, hereinafter called the Grantee, her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> Land in Davidson County, Tennessee, being known as Lot No. 38 as shown on the map entitled Timberwood Cluster Lot Development of record as Instrument No. 20080211-0013669, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
>
> Being part of the same property conveyed to NASHVILLE AREA HABITAT FOR HUMANITY, INC. by deed of record as Instrument No. 20060425-0047333, said Register's Office.
>
> The above-referenced description is not the same one used on the prior deed of record. The parcel of which the subject property is a part was subsequently platted on October 2, 2007, by Robert M. Searson, TN R.L.S. No. 1666, Littlejohn Engineering Associates, Inc., which plat is of record as set forth above.

The subject property is improved property, known as 3224 Rainwood Drive, Nashville, Tennessee 37207 (the "Property").

This conveyance is made subject to the following:

1. 2008 County property taxes, which are being prorated at closing and assumed by Grantee.

2. Matters shown on the Plan of record as Instrument No. 20080211-0013669, said Register's Office.

3. Declaration of Covenants, Conditions, Liens, Easements and Restrictions of record as Instrument No. 20080211-0013672, said Register's Office.

4. Declaration of Restrictive Covenants Home Program of record as Instrument No. 20080228-0019666, said Register's Office.

5. Stormwater Detention Agreement of record as Instrument No. 20070501-0051523, said Register's Office.

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, her heirs and assigns, forever; and Grantor does covenant with the Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and Grantor does further covenant and bind itself, its successors and assigns, to

warrant and forever defend the title to the said land to the Grantee, her heirs and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but no further or otherwise. 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.

This conveyance is subject the following covenants and restrictions which shall be binding upon the Grantee herein:

NON-DISCRIMINATION

During such time as the property described herein is used for a purpose for which assistance under the Housing Opportunity Program Extension Act of 1996, P.L. 104-120, was provided or for another proposed involving the provision of similar services or benefits, then no person having an interest in this property shall refuse service for or accommodation or other benefits to any person with respect to the property on account of the person's race, color or national origin or otherwise engage in discrimination conduct of any kind or account of a person's race, color or national origin with respect to the property. This covenant shall run with the land.

OWNER RETENTION

Grantee, her successors, heirs and assigns for and in consideration of receiving AHP subsidy funds ("AHP Subsidy") from the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, must maintain ownership and reside in this property as her 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, refinancing, or change in ownership of the unit occurring prior to the end of the Retention Period.

(ii) In the case of a sale or refinancing prior to the end of the Retention Period, an amount equal to a pro-rata share of the AHP 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 or refinancing of the unit; unless:

(A) The unit was assisted with a permanent mortgage loan funded by an AHP advance;

(B) The purchaser is a very low- or low- or moderate-income household as defined in the applicable Federal Housing Finance Board regulations for the AHP; or

(C) Following a refinancing, 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), and (iii) contained herein.

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

In addition, Grantee, her successors, heirs and assigns for and in consideration of receiving Home Program subsidy funds ("Home Program Subsidy") from The Metropolitan Development and Housing Agency ("MDHA") must maintain ownership and reside in this property as her primary residence for a period of ten (10) years ("Affordability Period") from the date of the recording of this deed. In addition, if the Property does not continue to be so used, then any use or sale shall only be as provided in the HOME Program Requirements, including, without limitation, that the Property may only be sold to a buyer who qualifies as low

income persons or families as defined in the HOME Program Requirements and will use the Property as a principal residence for the duration of the Affordability Period.

In addition, Grantee hereby grants to Grantor, for a period of thirty (30) years from the date hereof, the first right of refusal concerning any bona fide offer to purchase the Property. That is, prior to conveying the Property or any interest therein to anyone, Grantee must give Grantor written notice of the terms of the conveyance and reasonable evidence that the proposed conveyance is serious and legitimate. Within thirty (30) days of receiving Grantee's written notice of the proposed conveyance, Grantor will inform Grantee of whether Grantor is willing to take title to the Property under similar terms as the proposed sale. Any amount to be paid to Grantee pursuant to this paragraph shall be reduced by the amounts outstanding under any promissory notes made by Grantee payable to the order of Grantor.

WITNESS my hand this 23rd day of July, 2008.

NASHVILLE AREA HABITAT FOR HUMANITY, INC.

By: _____
Chris McCarthy, President and
Chief Executive Officer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Chris McCarthy**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the President and Chief Executive Officer of **Nashville Area Habitat for Humanity, Inc.**, the Grantor, and is authorized by the Grantor to execute this instrument on behalf of the Grantor.

Witness my hand, at office, this 23rd day of July, 2008.

Susanne C. Pugh
Notary Public

My Commission expires: May 22, 2010

SUSANNE C. PUGH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 22, 2010

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $144,000.00.

Mary Puok
Affiant

Subscribed and sworn to before me, this 23rd day of July, 2008.

Susanne C. Pugh
Notary Public

My Commission expires: May 22, 2010

SUSANNE C. PUGH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 22, 2010