STATE OF Tennessee
COUNTY OF Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $100,000.00.

x David R Leverette
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF October, 2008.

Notary Public
MY COMMISSION EXPIRES: 3/20/10
File No. G8-6514D

Davidson County DEEDWARR
Recvd: 11/06/08 10:33 3 pgs
Fees:18.00 Taxes:370.00

20081106-0110460

Notary Seal present, but could not be reproduced

Bill Garrett
Davidson County Register of Deeds

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
David R. Leverette, an unmarried man, and Denise A. Claiborne, an unmarried woman (NAME)	Pinnacle National Bank (NAME)	43-13-387
306 Forest Park Road (STREET ADDRESS	211 Commerce St., Ste. 300 (STREET ADDRESS)	
Madison, TN 37115 (CITY) (STATE) (ZIP)	Nashville, TN 37201 (CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBYACKNOWLEDGED, WE, **Thomas R. Fivash and Billie M. Fivash, husband and wife**, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **David R. Leverette, an unmarried man, and Denise A. Claiborne, an ~~un~~married woman, as tenants in common with the right of survivorship,** HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS TO-WIT:

Land in Davidson County, Tennessee, being part of the northerly part of Lot No. 43 and a part of the easterly part of Lot No. 42 on the plan of BLOCK "I", FOREST PARK SUBDIVISION IN MADISON, as shown by plat of record in Plat Book 843, Page 44, in the Register's Office for Davidson County, Tennessee, described according to a survey made February 9, 1959, by Hal R. Swann, Jr., Surveyor, as follows:

Beginning at an iron pin in the westerly margin of Forest Park Road 77 feet, more or less, South of the southerly margin of Elm Street, and being the southeast corner of a lot conveyed to Davis of record in Book 2734, page 531; thence with Davis' south line westerly 157.2 feet to a point in a block wall; thence with said wall southerly 80 feet *west margin of Forest Park Road; thence with margin of the same, northwardly 74.5 feet to the point of beginning. *to an iron pin; thence east 155 feet, more or less along a concrete curbing to the

BEING the same property conveyed to Thomas R. Fivash and Billie M. Fivash, husband and wife from Walter Minchey, by Deed dated September 9, 1964, in Book 3813, Page 977, in the Register's Office for Davidson County, Tennessee.
This is not the marital residence of Thomas Glenn Claiborne, Jr.

SEE ATTACHED EXHIBIT "A" INCORPORATED BY REFERENCE HEREIN

Subject to any and all plats, easements, restrictions, and other matters of record.
The 2008 taxes have been paid by the Grantor and have been prorated between the Grantor and Grantee. All future taxes will be assumed by the Grantee herein.
The above legal description is the same as that contained in the previous deed of record.

This is improved property, known as 306 Forest Park Road, Madison, TN 37115.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever, and we do covenant with the said GRANTEES 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 GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Whenever 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 28th day of October, 2008.

X _____
Thomas R. Fivash

October 28, 2008
Date

X _____
Billie M. Fivash

October 28, 2008
Date

Notary Seal present,
but could not be reproduced.

Bill Garrett
Davidson County Register of Deeds

STATE OF Tennessee

COUNTY OF Davidson }

Personally appeared before me, the undersigned , a Notary Public in and for said County and State, the within named Thomas R. Fivash and Billie M. Fivash, husband and wife, the bargainor(s), with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal, this 28th day of October, 2008.

My Commission Expires: 3/20/10

_____
Notary Public

STATE OF Tennessee

COUNTY OF Davidson }

Personally appeared before me, the undersigned, a Notary Public in and of said County and State, the within named _____, _____ for _____, with whom I am personally acquainted, and who acknowledged that he or she executed the within instrument for the purposes therein contained, and who further acknowledged that he or she is the _____ of the maker or constituent of the maker, and is authorized by the maker or by constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 28th day of October, 2008.

My Commission Expires:_____

_____
Notary Public

PREPARED BY AND RETURN TO:

SMITH.SHOLAR.ASSOCIATES.PLLC.
P.O. BOX 663
GALLATIN, TN 37066

EXHIBIT "A"

Grantee(s) in this deed, for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's American Dream Homeownership Challenge in order to finance in part the acquisition of the property described in this deed, shall not convey any interest in such property to a third party and shall reside in such property as the primary residence of such grantee(s) for a period of ten (10) years (The "Retention Period") following the date of recording of this deed in the public office for recording deeds in the county in which such property is located.

a) Such grantee(s) shall notify in writing the Federal Home Loan Bank of Cincinnati, the mailing address of which is P.O. Box 598, Cincinnati, OH 45201-0598, following any of the following events occurring prior to the end of the Retention Period; (i) such grantee(s) convey all or a part of the interests in such property to a third party; (ii) such grantee(s) refinances the debt that grantee(s) incurred to finance acquisition of such property that is secured by a mortgage or deed of trust of such property; or (iii) such grantee(s) cease occupying such property as the principal residence of such grantee(s).

b) If any of the events described in (a) (i) or (a) (ii) hereof occurs prior to the end of the Retention Period, such grantee(s) shall pay to the Federal Home Loan Bank of Cincinnati from any net proceeds realized an amount equal to the product of the amount of the direct subsidy funds that such grantee(s) received and a fraction, the numerator of which is the number of months remaining in the Retention Period from such recording of this deed, and the denominator of the which is one hundred twenty (120).

c) If the event described in (a) (iii) hereof occurs prior to the end of the Retention Period, such grantee(s) shall pay to the Federal Home Loan Bank of Cincinnati an amount equal to the product of the amount of the direct subsidy funds that such grantee(s) received and a fraction, the numerator of which is the number of months remaining in the Retention Period from such recording of this deed, and the denominator of which is one hundred twenty (120).

d) The obligation of such grantee(s) to repay direct subsidy funds to the Federal Home Loan Bank of Cincinnati shall terminate after any foreclosure sale of such property.