WARRANTY DEED

Record & Return To
Foundation Title & Escrow
30 Burton Hills Blvd
ste 175
Nashville TN 37215

BILL GARRETT, Davidson County
Trans:T20090058747 DEEDWARR
Recvd: 08/27/09 10:21 2 pgs
Fees:13.00 Taxes:554.90

20090827-0080585

State of Tennessee)
County of Davidson)

G#4298-1

The actual consideration or value, whichever is greater, for this transfer is **$149,974.00.**

Affiant

Subscribed and sworn to before me, this the 14th day of August, 2009.

Notary Public

My commission expires: 4/3/12
(AFFIX SEAL)

KELLY ANN CALLAGHAN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

THIS INSTRUMENT WAS PREPARED BY
John T. Cook, P.C.
2927 Berry Hill Drive, Nashville, TN 37204-3126

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers
Blake Edward Barclay	BAC Home Loans Servicing LP	**Map 161-15-0-B Parcel** .00co
2302 Zermatt Avenue	P.O. Box 961206	039.00
Nashville, TN 37211	Fort Worth, TX 76161	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

MACS Development Group, LLC, a Tennessee limited liability company

HEREINAFTER CALLED THE GRANTOR, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO

Blake Edward Barclay, unmarried

HEREINAFTER CALLED THE GRANTEE, HIS 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 Unit No. 202 together with the private elements appurtenant thereto, on the Plan of RoseMonte, Phase 2 (hereinafter referred to as the "Plan"), a Horizontal Property Regime with private elements, created under Title 67, Section 27-101, et seq., as amended, Tennessee Code Annotated, as established by Master Deed of RoseMonte Townhomes, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20051117-0138877, and First Amendment to Master Deed of RoseMonte Townhomes, of record in Instrument No. 20070517-0059078, Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto, said Register's Office. Reference is hereby made to the plan of RoseMonte Townhomes, shown on Exhibit "B" to the First Amendment to Master Deed of RoseMonte Townhomes, of record in Instrument No. 20070517-0059078, said Register's Office, for a more complete identification and description of said Unit.

BEING part of the same property conveyed to Macs, LLC, a Tennessee limited liability company, by Deed from MDN, LLC, a Tennessee limited liability company, of record in Instrument No. 20090109-0002242, dated December 19, 2008, and by Scrivener's Affidavit correcting the name of the Grantee to read Macs Development Group, LLC, a Tennessee limited liability company, of record in Instrument No. 20090618-0056701, dated June 17, 2009, Register's Office for Davidson County, Tennessee.

THIS conveyance is subject to Master Deed and By-Laws for the Planned Unit Development, of record aforementioned, said Register's Office; easements and setback lines as set forth on the above plan of record; and taxes for the current year which have been prorated and assumed by the Grantee 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 ("AHP"), 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, 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 (in which case the retention period ends with the conveyance to such purchaser); 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 Subsidy to the Bank shall terminate after any foreclosure.

This is improved property, known as: **2302 Zermatt Avenue, Nashville, TN 37211**.

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 GRANTOR does covenant with the said GRANTEES that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same in 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 said GRANTEES, 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 its hand by its duly authorized officer this 14th day of August, 2009.

MACS Development Group, LLC, a Tennessee limited liability company

By: _____
Mohsen Malakouti, Member

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of said County and State, personally appeared **Mohsen Malakouti,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the **Member** of **MACS Development Group, LLC,** the within named bargainor, a Tennessee limited liability company, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by the said **Mohsen Malakouti** as **Member.**

Witness my hand, at office at Nashville, Tennessee, this **14th** day of **August, 2009.**

_____
Notary Public

My Commission Expires: 10-21-12

KATHY HAND STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY