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BILL GARRETT, Davidson County
Trans:T20090059537 AFFIDAVIT
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20090831-0081595

THIS INSTRUMENT PREPARED BY:
Richard W. Sebastian, Attorney
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North, Third Floor, Noel Place
Nashville, TN 37219
File No. 23945

SCRIVENER'S AFFIDAVIT

Whereas, by Warranty Deed of record as Instrument No. 20090612-0054846 in the Register's Office for Davidson County, Tennessee, ICON in the Gulch, LLC, a Tennessee limited liability company, Grantor, conveyed to JASON WHEELER, a single person, Grantee, certain property described therein as Unit No. 611 of ICON in the Gulch; and

Whereas, said Warranty Deed failed to contain an Affordable Housing Restriction which encumbers the property conveyed thereby.

Now, therefore, comes Richard W. Sebastian, a resident of Williamson County, Tennessee, hereinafter referred to as "Affiant," being duly sworn according to law, who states as follows:

That Affiant, a partner of Ortale, Kelley, Herbert & Crawford, did on June 10, 2009, prepare said Warranty Deed by and between the above parties to convey real property in Davidson County; that said deed failed to contain the Affordable Housing Restriction applying to the property conveyed thereby, and that said Warranty Deed is hereby corrected by inserting the following restriction into said Warranty Deed immediately following the legal description and derivation clause, as follows:

> **AFFORDABLE HOUSING USE RESTRICTION**: The Grantee, [his/her/its] heirs, successors and assigns, takes title to the Property subject to the following restriction (referred to herein as the "Affordability Requirement") relating to its use, which shall be deemed a covenant running with the land but which shall terminate and be of no further force and effect five (5) years from [date of the original conveyance from Seller]: the Property must be owned by an individual or individuals whose household earnings at the time the individual enters into a binding purchase and sale agreement for the Property are eighty percent (80%) or less of the median income for household size for the Nashville, Tennessee area as defined by the Department of Housing and Urban Development ("HUD"), as adjusted annually by HUD, and if rented, the Property must be rented by an individual or individuals whose household earnings during the term of the lease are eighty percent (80%) or less of the median income for household size for the Nashville, Tennessee area as defined by HUD, as adjusted annually by HUD. Notwithstanding the foregoing, or anything to the contrary set forth herein, the Affordability Requirement shall be tolled at the time the holder of a first mortgage (a "Holder") acquires the Property in the event of foreclosure or pursuant to a deed in lieu of foreclosure. The remaining term of the Affordability Requirement shall begin to run at the time the Holder executes a binding sale and purchase agreement to a subsequent Purchaser or upon the execution of a lease agreement. The Holder must notify MDHA within thirty (30) days of its acquisition of the Property. Purchaser, or any Holder or subsequent purchaser, shall require any prospective owner or renter of the Property to provide satisfactory evidence of his/her family income to MDHA to ensure that the Affordability Requirement has been met at the time of the execution of a binding sale and purchase agreement or lease for the Property.

That Affiant makes this Affidavit solely for the purpose of correcting said error contained in the Warranty Deed of record as Instrument No. 20090612-0054846 in the Register's Office for Davidson County, Tennessee.

Executed at Nashville, Tennessee, this the 31st day of August, 2009.

Richard W. Sebastian, AFFIANT

STATE OF TENNESSEE, COUNTY OF DAVIDSON

On this 31st day of August, 2009, personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named Richard W. Sebastian, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Bobbie Cooper
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

BOBBIE COOPER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Bobbie Cooper
My Commission Expires
November 7, 2012
STATE OF TENNESSEE