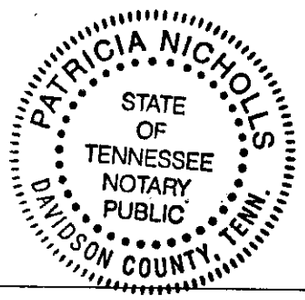
WARRANTY DEED



STATE OF TENNESSEE
COUNTY OF Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 168,900.00

Joi A. Mitchell
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st day of August, 2009.

Patricia Nicholls
Notary Public:

MY COMMISSION EXPIRES: 11/7/12
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY:
RICHARD A. NORTHCUTT, METROPOLITAN ESCROW, INC., 217 PINEWAY DRIVE, NASHVILLE, TN 37217

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP - PARCEL NUMBERS:
Joi A. Mitchell	Pinnacle National Bank	Parcel ID:
3316 William Bailey Drive	211 Commerce Street; Ste 300	059150A09300CO
Nashville, TN 37207	Nashville, TN 37201	

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 hereby acknowledged, we

Rodney C. Smotherman, unmarried

hereinafter called the GRANTORS, has bargained and sold, and by these presents do transfer and convey unto

Joi A. Mitchell, unmarried

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:

BEING Lot No. 121, on the Plan of Chateau Valley, Phase Three, of record in Instrument 20001103-0109136, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.

Being the same property conveyed to Rodney C. Smotherman by deed from Cumberland Builders, Inc. of record in Instrument 20040413-0041160, said Register's Office.

This conveyance is subject to Restrictions and By-Laws of record in Instrument 20011012-0111713, said Register's Office.

This conveyance is made subject to: (1) 2009 Taxes, which have been prorated and assumed by the Grantees; (2) All matters appearing on the Plan of record in Instrument 20001103-0109136, said Register's Office.

Reference is made to the attached Addendum to Warranty Deed which is fully incorporated herein by reference.

This conveyance is subject to any and all, recorded and unrecorded, zoning regulations, building restrictions and setback lines, easements and rights of way for public utilities.

Unimproved ( )

This is Improved (X) property, known as 3316 William Bailey Drive, Nashville, TN 37207

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. 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 my hand this 31st day of August, 2009.

Rodney C. Smotherman
Rodney C. Smotherman

BILL GARRETT, Davidson County
Trans:T20090060239 DEEDWARR
Recvd: 09/02/09 11:21 3 pgs
Fees:18.00 Taxes:624.93

20090902-0082412

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 Rodney C. Smotherman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 31st day of August, 2009.

My Commission Expires: 11/7/12

Notary Public



ADDENDUM TO WARRANTY DEED

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, 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, foreclosure, 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.