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

ADDRESS NEW OWNER:
Nawzad Baban and wife, Shadah Hussain
3308 Hope Hill Court
Nashville, TN 37211

SEND TAX BILL:
To Mortgagee*

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

MAP AND PARCEL:
134-09.0B-076.00CO

BILL GARRETT, Davidson County
Trans:T20090073609 DEEDWARR
Recvd: 10/29/09 11:35 3 pgs
Fees:18.00 Taxes:414.40
20091029-0099928

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 **NAWZAD BABAN AND WIFE, SHADAH HUSSAIN**, hereinafter collectively called the Grantee, their 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. 62 as shown on the map entitled Revision One, Providence Park, Phase 2, R10 Cluster Lot Option of record as Instrument No. 20050922-0113968, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
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> Being the same property conveyed to Matilda Lee Higdon by deed from Nashville Area Habitat for Humanity, Inc., of record as Instrument No. 20060324-0034135, dated March 23, 2006, said Register's Office. Subject property was further conveyed to Rachel Aileen Atayev and Ronald Austin Higdon by deed from Matilda Lee Higdon, reserving herself a Life Estate, of record as Instrument No. 20061130-0147556, dated November 20, 2006, said Register's Office. The said Matilda Lee Higdon has since died. The subject property was further conveyed to NASHVILLE AREA HABITAT FOR HUMANITY, INC. by deed from Rachel Aileen Atayev and Ronald Austin Higdon, by Rachel Aileen Atayev as Guardian for Ronald Austin Higdon, a minor, pursuant to Order of the Seventh Circuit Court, Case #09P893, Davidson County, Tennessee, of record as Instrument No. 20090812-0075970, said Register's Office.
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> The above-referenced description is the same one used on the prior deed of record.

The subject property is improved property, known as 3308 Hope Hill Court, Nashville, Tennessee 37211 (the "Property").

This conveyance is made subject to the following:

1. 2009 County property taxes, which are being prorated at closing and assumed by Grantee.

2. Matters shown on the Plan of record as Instrument No. 20050922-0113968, said Register's Office.

3. A 30-year first right of refusal in favor of Nashville Area Habitat for Humanity, Inc. as set forth in the Special Warranty Deed of record as Instrument No. 20060324-0034135, said Register's Office.

4. Declaration of Covenants, Conditions, Liens, Easements and Restrictions contained in an instrument of record as Instrument No. 20031007-0148249, as amended of record as Instrument No. 20031020-0154723, and as supplemented of record as Instrument Nos. 20040324-0033177, 20040930-0117792, 20050912-0108965, 20051012-0122828, 20070205-0014869 and 20071113-0132962, said Register's Office.

5. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 8347, page 35, said Register's Office.

6. Storm Water Detention Agreements of record in Book 7262, page 388, Book 8337, page 556 and Instrument Nos. 20030409-0047549 and 20050302-0023023, 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, their 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, their 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, their 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 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 Agency 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 the AHP Subsidy to the Bank shall terminate after any foreclosure.

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 October, 2009.

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 October, 2009.

_____
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 $112,000.00.

_____
Affiant

Subscribed and sworn to before me, this 23rd day of October, 2009.

_____
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