BILL GARRETT, Davidson County
Trans:T20100034905 DEEDWARR
Recvd: 06/08/10 14:33 3 pgs
Fees:18.00 Taxes:295.63
20100608-0044541

ROBERT L. SANDERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON, COUNTY

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transfer is **$79,900.00.**

Affiant

Subscribed and sworn to before me, this the 14th day of April, 2010.

May (RLS)

Notary Public

My commission expires: 11.22.10

(AFFIX SEAL)

**THIS INSTRUMENT WAS PREPARED BY**
Gregory S. Perrone, PC, Attorney at Law
109 Westpark Drive, Ste. 330 , Brentwood, TN 37027

| Address of New Owner(s) as follows: | Send Tax Bills To: | Map-Parcel Numbers |
|---|---|---|
| **James C. Turner** | **First Community Mortgage, Inc.** | **163 160A 370.00CO** |
| **1411 Pleasant Ridge Road** | **275 Robert Rose Drive** | |
| **Antioch, TN 37013** | **Murfreesboro, TN 37129** | |

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 ACKNOWLEDGE, WE,

**Centex Homes, a Nevada general partnership**

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

**James C. Turner, an unmarried man,**

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 Unit No. 370 on the Final Plat of Phase 3-B, Provincetown, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20080812-0082993, Exhibit "A" to the Supplemental Declarations, Register's Office for Davidson County, Tennessee, to which Plat reference is hereby made for a more complete and accurate description thereof.**

**Being part of the same property conveyed to Centex Homes, a Nevada general partnership by deed from Tiara Development, LLC, a Tennessee Limited Liability Company of record in Instrument No. 20030523-0070692 and re-recorded in Instrument No. 20030611-0080629, and by Quitclaim Deed of record in Instrument No. 20080408-0035598 in the Register's Office for Davidson County, Tennessee.**

**This conveyance is subject to taxes for 2010 and subsequent years, all matters shown on said Plan of record, all zoning restrictions, easements, and other matters affecting subject property, of record in said Register's Office.**

## SEE ATTACHED EXHIBIT "A" ADDENDUM TO WARRANTY DEED

This is improved (__X__) Unimproved (____) property, known as **1411 Pleasant Ridge Road, Antioch, TN 37013**

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 that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same in unencumbered, unless otherwise herein set out; and we do further convenant 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.

May (RLS)

Witness my/our hand(s) this 14th day of April, 2010.

**Centex Homes, a Nevada General Partnership by Centex Real Estate Corporation, its managing General Partner**

By:_____

**Vanessa Neyland, Authorized Agent**

**CORPORATION**
**STATE OF TENNESSEE )**
**COUNTY OF Williamson )**

Before me, the undersigned, a Notary Public of said County and State, personally appeared **Vanessa Neyland, Authorized Agent of Centex Real Estate Corporation, managing general partner of Centex Homes, a Nevada general partnership**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the **Authorized Agent of Centex Real Estate Corporation, managing general partner of Centex Homes, a Nevada general partnership** the within bargainor, and corporation, and that he as such **Authorized Agent** being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by the said **Vanessa Neyland** as **Authorized Agent of Centex Real Estate Corporation, managing general partner of Centex Homes, a Nevada general partnership.**

Witness my hand and official seal, at office at Brentwood, Tennessee on this **14th** day of **May, 2010.**

**Notary Public**

**My Commission Expires:** 11-22-10

ROBERT L. SANDERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON, COUNTY

**EXHIBIT "A" 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, conveyance by deed in lieu of 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 Subsidy to the Bank shall terminate after any foreclosure or conveyance by deed in lieu of foreclosure.