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BILL GARRETT, Davidson County
Trans:T20100044975 AFFIDAVIT
Recvd: 07/22/10 15:26 3 pgs
Fees:17.00 Taxes:0.00
20100722-0057579

Prepared by: Kenneth M. Ballew
30 Burton Hills Blvd., Nashville, TN 37215

**AFFIDAVIT OF SCRIVENER'S ERROR**

RE: Warranty Deed from Dorothy M. Green (Grantor) to Zachary D. Greenfield (Grantee) dated May 5, 2010 and recorded as Instrument No. 20100506-0034657, RODC.

Comes now Kenneth M. Ballew, the Affiant, a resident of Davidson County, Tennessee, who is over 18 years of age, is an officer and employee with Centennial Title Company, Inc. and acknowledged that Centennial Title Company, Inc. closed the purchase money loan transaction relative to the real estate purchase transaction evidenced by the above referenced Warranty Deed and forwarded said instrument for recording, and would state as follows, to wit:

That the above referenced Warranty Deed contained an attached Exhibit "A" as a loan condition requirement of the lender in said transaction, and that said exhibit to the Warranty Deed had been provided by the lender. The Exhibit "A" provided by the lender and attached to said Warranty Deed as recorded was inadvertently an outdated version of the intended exhibit.; and,

That original correct and intended Exhibit "A" is attached to this Affidavit, and this Affidavit is being recorded for the purpose of correcting the above referenced inadvertent error by hereby incorporating by reference the attached original Exhibit "A" into said Warranty Deed recorded as Instrument No. 20100506-0034657, RODC.

This Affidavit is made of my personal knowledge to correct the matter described above.

**EXECUTED this the 21 of July, 2010**

**Kenneth M. Ballew**

State of Tennessee
County of Davidson

Appeared, Executed and Sworn to before me this 21st day of July, 2010

Notary Public
Commission Expires: 5/20/14

STATE OF TENNESSEE NOTARY PUBLIC
ANGELA Y. HOSTON-WILLIAMSON
DAVIDSON COUNTY, TENN.

State of Tennessee
County of Davidson

On this the 21 day of July , 2010, the undersigned, a Notary Public in and for said County and State, personally appeared before me the within named Kenneth M. Ballew, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged the execution to be a free act and deed.

Notary Public
Commission Expires: 5/20/14

ANGELA POSTON-WILLIAMSON
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY, TENN.

ANGELA POSTON-WILLIAMSON
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY, TENN.

## FEDERAL HOME LOAN BANK OF CINCINNATI

### 2010 Welcome Home Retention Language

***The language below should be inserted into the Warranty Deed or as a Restrictive Covenant to the Warranty Deed. If it is attached to the Warranty Deed as an addendum or attachment, the Warranty Deed must reference the addendum or attachment.***

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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.

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