This instrument prepared by:
Harpeth Title Company, LLC
109 West Park Drive, Suite 150
Brentwood, TN 37027

BILL GARRETT, Davidson County
Trans:T20100046659 AFFIDAVIT
Recvd: 07/30/10 09:13 2 pgs
Fees:12.00 Taxes:0.00
20100730-0059680

SCRIVNER'S AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Comes now, Angela Williamson, hereinafter referred to as Affiant, on this 26th day of July, 2010, and after first being duly sworn according to law, does state the following as true and correct to the best of knowledge, information and belief.

1. The Affiant, as an employee of Centennial Title Company, Inc.prepared a Warranty Deed, dated April 23, 2010, and recorded May 3, 2010, in Instrument Number 20100503-0033492, in the Register's Office for Davidson County, Tennessee.

2. That the above mentioned Warranty Deed was recorded with an incorrect Welcome Home Retention language. The Welcome Home Retention language recorded with said Warranty Deed shows:

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.

3. That Affiant makes this affidavit for the purpose of amending the original by correcting the Welcome Home Retention language as follows:

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, 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.

Affiant further said not.

Affiant

State of Tennessee
County of ~~Williamson~~ DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 26th day of July, 2010.

Notary Public

My commission expires: 5/8/2012

SANDI WILEE IRONS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.