This Instrument Prepared by:
RENO & CAVANAUGH, PLLC.
424 Church Street, Suite 1750
Nashville, TN 37219

**ADDRESS NEW OWNER:**
Gatluak Thach
Mary Yak
4137 Partner Way
Nashville, Tennessee 37211

**SEND TAX BILL:**
**To Mortgagee***

BILL GARRETT, Davidson County
Trans:T20100070297 DEEDWARRSP
Recvd: 11/04/10 16:17 4 pgs
Fees:23.00 Taxes:495.80
20101104-0088707

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

**MAP AND PARCEL:**
**134090B027CO**

## 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 Gatluak Thach and Mary Yak, husband and wife (hereinafter, together 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 Lot(s) 25, as shown on the map entitled Providence Park, Phase 1, Section 2, of record as Instrument No. 20040120-0007535, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being part of the same property conveyed to NASHVILLE AREA HABITAT FOR HUMANITY, INC. by Quitclaim deed of record as Instrument No. 20100927-0076699, said Register's Office.

The above-referenced land is improved property known as 4137 Partner Way, Nashville, Tennessee 37211 (the "Property").

This conveyance is made subject to the following:

1. General or special taxes and assessments required to be paid in the year 2011 and subsequent years.

2. Matters shown on the Plan of record as Instrument No. 20040120-0007535, Davidson County Register's Office.

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

4. Stormwater Detention Agreement of record as Instrument No. 20030409-0047549, said Register's Office.

5. Restrictive Covenants as set out in the Warranty Deed of record as Instrument No. 20040326-034158, said Register's Office.

6. Declaration of Covenants, Conditions and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record as Instrument Nos. 20031007-0148249, 20031020-0154723, 20040324-0033177, 20100202-0008169, 20100316-0019838 and 20101004-0079326, said Register's Office.

**TO HAVE AND TO HOLD** the Property, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, her heirs and assigns, forever; and Grantor does

covenant with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and that 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 Property to the Grantee, her heirs and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not 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.

In addition to the encumbrances listed above, this conveyance is made subject to the following covenants and restrictions, which shall be binding upon the Grantee herein, and her heirs, assigns and subsequent grantees, it being the intent of Grantor that these covenants and restrictions run with the Property.

## 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 hereby grants to Grantor the first right of refusal to purchase the Property for the "Appraised Value" (as defined herein) at any time Grantee decides to sell the Property within thirty (30) years or the maturity of the loan(s) extended by Grantor to Grantee to finance the purchase of the Property, whichever expires first. That is, prior to conveying the Property or any interest therein to anyone, Grantee must give Grantor written notice of Grantee's intention to sell the Property. The "Appraised Value" is the value of the Property as determined by an appraisal of the Property, which appraisal shall be conducted (1) by a single certified appraiser approved by the Grantor and Grantee, at Grantee's expense, or (2) if the Grantor and Grantee cannot agree upon a single appraiser, the appraisal shall be conducted by three appraisers: one certified appraiser selected by the Grantor, one certified appraiser selected by the Grantee, and one certified appraiser selected by the other two appraisers. In the event that the appraisal is determined by method (2) above, the Appraised Value shall be established by a majority vote of the three appraisers. Grantor and Grantee shall each pay the costs for the appraisal conducted by the appraiser selected by the Grantor or Grantee, respectively, and Grantor and Grantee shall share equally the cost of the third appraiser. Within forty-five (45) calendar days after receiving a determination of the Appraised Value, Grantor will inform Grantee of whether Grantor is willing to take title to the Property.

Any amount to be paid to Grantee pursuant to the above paragraph shall be reduced by the amount of the costs of repair necessary to rehabilitate the home for resale, as determined by Grantor in its reasonable discretion, and the amounts outstanding under any promissory note(s) made by Grantee payable to the order of Grantor. This covenant shall also run with the land.

**WITNESS** my hand this 3rd day of November, 2010.

**NASHVILLE AREA HABITAT FOR HUMANITY, INC.**

By: _____
Chris McCarthy, 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 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 3 day of November, 2010.

_____
Notary Public

My Commission expires: 9-9-2014

TRACY BEASLEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 09-09-2014

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $134,000.00.

Affiant

Subscribed and sworn to before me, this 3rd day of November, 2010.

Notary Public

My Commission expires: 9-9-2014

TRACY BEASLEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 09-09-2014