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

ADDRESS NEW OWNER:
Karen Johnson
3008 Barbara Lynn Way
Nashville, TN 37207

SEND TAX BILL:
To Mortgagee*

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

MAP AND PARCEL:
050-11.0A-069.00CO

BILL GARRETT, Davidson County
Trans:T20100072179 DEEDWARRSP
Recvd: 11/15/10 11:53 4 pgs
Fees:23.00 Taxes:469.53
20101115-0091224

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 **KAREN JOHNSON,** an unmarried person (hereinafter called the "Grantee"), her 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. 69 as shown on the map entitled Timberwood Cluster Lot Development of record as Instrument Nos. 20080211-0013669 through 20080211-0013671, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
>
> Being part of the same property conveyed to NASHVILLE AREA HABITAT FOR HUMANITY, INC. by deed of record as Instrument No. 20060425-0047333, said Register's Office.
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> The above-referenced description is not the same one used on the prior deed of record. The parcel of which the subject property is a part was subsequently platted on October 2, 2007, by Robert M. Searson, TN R.L.S. No. 1666, Littlejohn Engineering Associates, Inc., which plat is of record as set forth above.

The above-referenced land is improved property known as 3008 Barbara Lynn Way, Nashville, Tennessee 37207 (the "Property").

This conveyance is made subject to the following:

1. 2010 County property taxes, which are being prorated at closing and assumed by Grantee.

2. Matters shown on the Plan of record as Instrument Nos. 20080211-0013669 through 20080211-0013671, said Register's Office.

3. Declaration of Covenants, Conditions, Liens, Easements and Restrictions of record as Instrument No. 20080211-0013672, 20100202-0008170 and 20100316-0019843 and Instrument No. 20100910-0072176, corrected by Scrivener's Affidavit of record as Instrument No. 20100929-0077630, said Register's Office.

4. Stormwater Detention Agreement of record as Instrument No. 20070501-0051523, 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, her successors, heirs and assigns for and in consideration of receiving direct 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 Grantee's primary residence for a period of five (5) years ("Retention Period") from the date of the recording of this deed. This covenant shall run with the land.

(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 the AHP Subsidy to the Bank shall terminate after any foreclosure or conveyance by deed in lieu of foreclosure.

In addition, 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 12th 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 12th day of November, 2010.

_____
Notary Public

My Commission expires May 20, 2014

SUSANNE C. PUGH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

45408601.1

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $126,900.00.

Affiant

Subscribed and sworn to before me, this 12th day of November, 2010.

Notary Public

My Commission expires: May 20, 2014

SUSANNE C. PUGH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.