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20120327-0026101

SCRIVENER'S AFFIDAVIT

THIS INSTRUMENT PREPARED BY:
MICHAEL J. PHILBIN, P.C.
2021 RICHARD JONES ROAD, SUITE 220
NASHVILLE, TN 37215-2860
(615) 345-0025
(615) 320-3280 (FAX)

MAP/PARCEL
97-2-A-277CO

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Comes now Michael J. Philbin, a licensed attorney in the State of Tennessee whose address is 2021 Richard Jones Road, Suite 220, Nashville, TN 37215 and would state as follows:

On the 19th day of March, 2012, an employee of the Lawyer's Escrow Service, Inc. under the supervision of the affiant, prepared the Warranty Deed referenced below.

This Warranty Deed was recorded as Instrument No. 20120321-0023918 in the Register's Office for Davidson County, Tennessee, and names Beazer Homes Corp., a Tennessee Corporation, as Grantor and Judith M. Williams, an unmarried person, as Grantee. The description, derivation and street address that appear of record in this Warranty Deed are as follows:

> Land in Davidson County, Tennessee, being Lot No. 277 on the plan of Villages of Riverwood, Section One, Phase 3A, Revision One of record in Instrument No. 20110630-0050230, Register's Office for said County, to which plan and certificate reference is hereby made for a more complete and accurate description.
>
> Being part of the same property conveyed to Beazer Homes Corp., A Tennessee Corporation by deed dated January 8, 2010, from Chris Pardue, an individual, of record in Instrument No: 20100108-0001962, Register's Office for Davidson County, Tennessee.
>
> This improved property is known as 1427 Riverbrook Drive, Hermitage, TN 37076

The foregoing Warranty Deed contains a scrivener's error in that additional language (see below) that should have been inserted following the derivation clause along with a document labeled Exhibit "A" were omitted. This error was inadvertent and unintentional.

The following paragraph should have been inserted following the derivation clause in the Warranty Deed and the referenced Exhibit "A", now attached to this Scrivener's Affidavit, should likewise have been attached and recorded with said Deed.

> ***See attached Exhibit "A", a 2012 Welcome Home Retention Language Acknowledgement, required by the Federal Home Loan Bank of Cincinnati. This document shall constitute a Restrictive Covenant that shall expire automatically according to its terms.***

Now, therefore, in order to correct the referenced document, I, Michael J. Philbin, do hereby affirm, certify, and confirm that this affidavit was made of my personal knowledge and that the information contained herein is consistent with the intentions of the parties and does not in any way change or alter the understanding of the parties who executed the document being corrected.

EXECUTED this 26th day of March, 2012.

Affiant

Michael J. Philbin

OATH AND ACKNOWLEDGMENT

Personally appeared before me the within named Michael J. Philbin who made oath that he has read the foregoing Affidavit and the things and matters contained therein are true. The Affiant did further acknowledge that he executed the within described document for the purpose of correcting the scrivener's error herein described.

SUBSCRIBED AND SWORN TO before me this 26th day of March, 2012.

My Commission Expires: 3-3-14

Notary Public

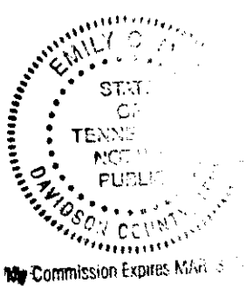


EXHIBIT "A"

FEDERAL HOME LOAN BANK OF CINCINNATI

2012 Welcome Home Retention Language Acknowledgement

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 in this property 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 or any assignment of the first mortgage to the Secretary of HUD.

I acknowledge that I have been informed that the language above will be included in or attached to the warranty deed for the property I am purchasing and I agree to the restrictions and limitations included in this language.

Judith M Williams — 3/10/12

Printed Name: Judith M Williams

Date