RETURN TO
GREATER NASHVILLE
TITLE & CLOSING CO.
200 MADISON STREET
MADISON, TN 37115

This instrument prepared by: David M. Ross, Esquire
Attorney for CARTUS FINANCIAL CORPORATION
625 Highland Colony Parkway, Suite 104
Ridgeland, Mississippi 39157
601-853-7380 Cartus File # 2098502

WARRANTY DEED AND IRREVOCABLE DURABLE POWER OF ATTORNEY

THIS INDENTURE is made this the 23 day of September, 2010, by Richard Farmer and wife, Temple DeVaughn, aka, Tempie DeVaughn, First Parties, for the purpose of conveying the premises described herein to **LEE EDEN AND WIFE, KATHRYN DUNAGAN EDEN**

_____, Second Parties, and to appoint Cartus Financial Corporation, a Delaware Corporation ("Agent") and/or Mid South Relocation Services ("Agent") and/or its authorized and designated agents or representatives as our attorney in fact.

Whenever in this instrument a pronoun is used, it shall be construed to represent either singular or plural, as the case may demand.

I. WARRANTY DEED

WITNESSETH:

That said First Parties, for and in consideration of the sum of One and No/100 DOLLARS ($1.00) and other good and valuable consideration to them in hand paid by Second Parties, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and to hereby grant, bargain sell and convey unto the said Second Parties the following described premises, to wit:

Land in Davidson County, Tennessee, being Townhouse No. 217, on the Plan of Huntington Ridge Townhouses, of record in Book 4675, Page 9, Register's Office for said County, to which plan reference is hereby made for a more complete description, together with one membership in Huntington Ridge Homeowner's Association, Inc., a not-for-profit corporation of the State of Tennessee, all obligations and privileges thereunto belonging or in any wise appearing to said membership.

Being the same property conveyed to Richard Farmer and Temple DeVaughn, aka, Tempie Devaughn , husband and wife, by deed from Patricia D. Williams, now known as Patricia D. Ness, married, dated July 16, 2007, recorded in Instrument No. 20070723-0087019, Register's Office for said County.

Temple DeVaughn and Tempie DeVaugh are one and the same person

THIS conveyance is made subject to applicable restrictions, building set-back lines, all existing easements, and to all conditions as shown of Public Record.

Attached to this conveyance see Federal Home Loan Bank of Cincinnati 2012 Welcome Home Retention Language Acknowledgement made a part thereof. as an Addendum hereto.

THE NAME AND ADDRESS OF A PROPERTY OWNER:

Lee Eden and wife, Kathryn Dunagan Eden

ADDRESS:
440 Huntington Ridge Drive
Nashville, TN 37211

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES: Guaranty Trust Company

ADDRESS: 316 Robert Rose Drive
Murfreesboro, Tn 37129

PARCEL ID NO.
Map 161-11-A Parcel 217.00co

BILL GARRETT, Davidson County
Trans:T20120031637 DEEDWARR
Recvd: 05/01/12 09:33 4 pgs
Fees:23.00 Taxes:329.30
20120501-0037056

Revised 04/29/08

With the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. **TO HAVE AND TO HOLD THE** said premises to the said second Parties, their heirs and assigns forever.

And said First Parties, for themselves and for their heirs, executors and administrators do hereby covenant with Second Parties, their heirs, and assigns, that they are lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances except taxes for the year 2012, which are to be prorated between the parties as of the date of closing, the payment of which is assumed by the Second Parties; and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomever.

II. IRREVOCABLE DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

1. **Power of Attorney**: First Parties do hereby make, constitute, and appoint Cartus Financial Corporation, a Delaware Corporation ("Agent") and/or Mid South Relocation Services ("Agent") and/or its authorized and designated agents or representatives, as our true and lawful Attorney-In-Fact, for us and in our name, place, and stead and on behalf of us for our use and benefit to do each of the following things:

(a) **General Powers.** Generally to do, sign, or perform in our name, place, and stead any act, deed, matter, or thing whatsoever, that ought to be done, signed, or performed, or that, in the opinion of the Attorney-In-Fact ought to be done, signed, or performed in and about the premises, of or relating in any way to the premises described herein, to all intents and purposes whatsoever, as fully and effectually as we could do if personally present and acting. The enumeration of specific powers hereunder shall not in any way limit the general powers conferred herein.

(b) **Monies.** To receive from or disburse to any source whatever monies derived from the sale of the premises described herein.

(c) **Real and Personal Property.** To buy, lease, sell, alter, maintain, pledge, or in any way deal with real and personal property described herein and sign each instrument necessary or advisable to complete any such real or personal property transaction, including but not limited to, deeds, closing statements, owners' affidavits and bills of sale.

(d) **Litigation.** To sue, defend, or compromise suits and legal actions and to employ counsel in connection with our ownership of the premises described herein.

(e) **Agents.** To contract for or employ agents, accountants, advisors, attorneys, and others for services in connection with the performance by said Attorney-In-Fact of any powers herein, and to appoint a substitute or substitutes to perform any of the acts that our Attorney-In-Fact is by this instrument authorized to perform, with the right to revoke such appointment of a substitute or substitutes at the pleasure of our Attorney-In-Fact, and any such authorization to a substitute shall not terminate with the death or disability of our Attorney-In-Fact.

2. **Ratification.** We hereby ratify and confirm each act done or caused to be done by our Attorney-In-Fact in and about the premises described herein by virtue of this power of attorney.

3. **Inducement.** For the purpose of inducing any party to act in accordance with the powers granted in this power of attorney, we hereby warrant that if this power of attorney is terminated for any reason whatsoever, we and our successors will save such party harmless from any loss suffered or liability incurred by such party in acting in accordance with this power of attorney prior to the receipt by such party of actual notice of any such termination. Any party may rely upon an affidavit executed by our Attorney-In-Fact stating that he does not have actual knowledge of the termination of the power by revocation or by our death. All multiple counterpart originals shall have equal force and effect, and any party may rely upon a photocopy of this power without production of the original.

4. **Durability.** This power of attorney shall not be affected by any disability, incompetence, or capacity which either of us may suffer at any future time or times, whether or not the same shall be adjudicated by any court, it being our intent that the authorization and powers granted herein shall remain exercisable notwithstanding any such subsequent occurrence, and that this power of attorney shall be construed to satisfy the Tennessee Uniform Durable Power of Attorney Act, Tenn. Code Ann. Section 34-6-101 et seq.

5. **Irrevocable.** For a good and valuable consideration from CARTUS FINANCIAL CORPORATION, a Delaware Corporation, the receipt of which is hereby acknowledged, we agree that our Attorney-In-Fact is hereby irrevocably vested with the powers set forth herein, and we do further forever renounce all right to revoke any of the powers of said Attorney-In-Fact, or to appoint any person or entity other than said Attorney-In-Fact, to execute the same, and forever renounce all rights on our part personally to do any of the acts which our attorney is hereby authorized to perform.

IN WITNESS WHEREOF, the said First Parties have hereunder set their hand and seal the day and year first above written.

Richard K Farmer
Richard Farmer

Temple DeVaughn, aka, Tempie DeVaughn

STATE OF Oklahoma

COUNTY OF Oklahoma

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, **Richard Farmer**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL AT OFFICE, in Oklahoma County, this the 23rd day of September, 2010.

NOTARY PUBLIC

My Commission Expires:
4-15-14

TAREN HILL
Notary Public
State of Oklahoma
Commission # 10003109 Expires 04/15/14

STATE OF Oklahoma

COUNTY OF Oklahoma

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, **Temple DeVaughn, aka, Tempie DeVaughn**, 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.

WITNESS MY HAND AND SEAL AT OFFICE, in Oklahoma County, this the 23rd day of September, 2010.

NOTARY PUBLIC

My Commission Expires:
4-15-14

TAREN HILL
Notary Public
State of Oklahoma
Commission # 10003109 Expires 04/15/14

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater is:
$ 89,000.00

Affiant:

Subscribed and sworn to before me this 25th day of April, 2012

NOTARY PUBLIC

My Commission Expires:
3/3/2014

DEANIE L. GREGORY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

ADDENDUM TO WARRANTY DEED DATED 9/23/2010 FROM RICHARD FARMER AND WIFE, TEMPLE DeVAUGHN, aka TEMPIE DeVAUGHN TO LEE EDEN AND WIFE, KATHRYN DUNAGAN EDEN TO WHICH THIS ADDENDUM IS MADE A PART THEREOF.

FEDERAL HOME LOAN BANK OF CINCINNATI

2012 Welcome Home Retention Language Acknowledgement

(For Members Use Only)

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 exhibit, the Warranty Deed must reference the addendum or exhibit. If recorded as a Restrictive Covenant, the document must reference the Warranty Deed.

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.

Printed Name Lee Eden

Date 4-25-12