This Instrument Prepared By:
Tri-Star Title Escrow, LLC
201 E Main Street, Suite 300
Murfreesboro, TN 37130

Return To:
TRI STAR TITLE & ESCROW, LLC
201 E. MAIN ST, STE 300
MUFREESBORO, TN 37130

BILL GARRETT, Davidson County

NER'S AFFIDAVIT

Trans:T20120034408 AFFIDAVIT
Recvd: 05/09/12 16:19 2 pgs
Fees:12.00 Taxes:0.00

20120509-0040317

STATE OF TE

COUNTY OF I

Map/Parcel: 173-5-A-44CO

Comes now, Sheri Morgan, an employee of Tri-Star Title and Escrow, LLC, whose address is 201 East Main Street, Suite 300, Murfreesboro, Tennessee 37130, and would state as follows:

Recorded in Instrument Number 20120420-0033867, in the Register's Office of Davidson County, Tennessee, is a **WARRANTY DEED**, dated April 18, 2012, recorded April 20, 2012, from **OLE SOUTH PROPERTIES, INC., a Tennessee Corporation,** to **AMANDA J. SEXTON, unmarried,** of the Register's Office of Davidson County, Tennessee.

The foregoing contains a scrivener's error in which some of the language in reference to the Federal Home Loan Bank of Cincinnati was incorrectly added and it should read 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 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 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.

The foregoing also contains another Scrivener's error's in which the legal description is wrong, derrivation and Master Deed has been omitted from the Restrictions. They should read as follows:

Being all of Unit No. 44 on the plan of Barnes Crossing, Phase One, according to Master Deed and By-Laws of record in Instrument Number 20050721-0084791, Instrument Number 20050805-0092480, Instrument Number 20051114-0136938, and further amended in Instrument Number 20071227-0147998, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.

Being the same property conveyed to Ole South Properties, Inc., a Tennessee Corporation by Deed from Ole South Holdings, Inc., a Tennessee Corporation, dated ~~April 18, 2012~~ * May 4, 2012, of record in Instrument Number 20120509-0040316, Register's Office of Davidson County, Tennessee.

This conveyance is made subject to Master Deed and By-Laws, contained in Instrument Number 20050721-0084791, Instrument Number 20050805-0092480, Instrument Number 20051114-0136938 and further amended in Instrument Number 20071227-0147998; Easement to Metro of record in Instrument Number 20050721-0084791, Instrument Number 20050811-0095171; Charter of Homeowners Association included of record in Master Deed as Exhibit B; Planned Unit Development Boundary of record in Instrument Number 20050128-0010427; and to any and all matters shown on Master Deed of record in Instrument Number 20050721-0084791, and amended in Instrument Number 20051114-0136938, Of said Register's Office.

FUTHER AFFIANT SAITH NOT,

EXECUTED this 4th day of May, 2012.

Sheri R. Morgan
Affiant

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a notary public in and for the said county and state, the within named Affiant, Sheri Morgan, 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 OFFICIAL SEAL at the office in Davidson County, Tennessee, this 4th day of May, 2012.

Amanda Clark
NOTARY PUBLIC

11/19/2013
My Commission Expires