This Instrument Prepared by and returned to:
Lillian R. Gilmer, Esq.
RENO & CAVANAUGH, PLLC
424 Church Street, Suite 1750
Nashville, TN 37219

ADDRESS NEW OWNER:
Rosie Mae Watts
3285 Rainwood Drive
Nashville, Tennessee 37207

SEND TAX BILL:
To Mortgagee

MORTGAGEE:
Habitat for Humanity of Greater Nashville
2950 Kraft Drive, Suite 100
Nashville, Tennessee 37204

MAP AND PARCEL:
050-11-0A-003.00-CO

BILL CARRETT, Davidson County
Trans:T20130065187 DEEDWARRSP
Recvd: 07/30/13 15:57 4 pgs
Fees:23.00 Taxes:333.00
20130730-0079460

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, **HABITAT FOR HUMANITY OF GREATER NASHVILLE**, a Tennessee non-profit corporation (hereinafter called the "Grantor"), has bargained and sold and by these presents does transfer and convey unto **ROSIE MAE WATTS**, a unmarried individual (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 Lot(s) 3, as shown on the map entitled Timberwood, of record as Instrument No. 20080211-0013669 through 20080211-0013671, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to HABITAT FOR HUMANITY OF GREATER NASHVILLE, by deed from DAVID G. MANGUM, SUBSTITUTE TRUSTEE, of record as Instrument No. 20120720-0063983, dated July 20, 2012, said Register's Office.

The above-referenced land is improved property known as 3285 Rainwood Drive, Nashville, Tennessee 37207 (the "Property").

This conveyance is made subject to the following:

1. General or special taxes and assessments required to be paid in the year 2013 and subsequent years

2. Matters shown on the Plan of record as Instrument No. 20080211-0013669-20080211-0013671, said Register's Office.

3. Restrictive Covenants contained in instrument of record as Instrument No. 20090413-0032840, said Register's Office.

4. Declaration of Restrictive Covenants Home Program of record as Instrument No. 20080228-0019666, said Register's Office.

5. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record as Instrument No. 20080211-0013672, amended as Instrument No. 20100202-0008170, Instrument No. 20100316-0019843 and Instrument No. 20100910-0072176, said amendment being corrected by Scrivener's Affidavit of record as Instrument No. 20100929-0077630, said Register's Office.

6. Storm Water 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(s), her 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.

Grantee hereby grants to Grantor for a period of thirty (30) years from the date hereof the first right of refusal concerning any bona fide offer to purchase the Property. That is, prior to conveying the Property or any interest therein to anyone, Grantee must give Grantor written notice of the terms of the conveyance and reasonable evidence that the proposed conveyance is serious and legitimate. Within thirty (30) calendar days of receiving Grantee's written notice of

the proposed conveyance, Grantor will inform Grantee of whether Grantor is willing to take title of the Property under similar terms as the proposed sale. Any amount to be paid to Grantee pursuant to this paragraph shall be reduced by 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.

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WITNESS my hand this 29th day of July, 2013.

HABITAT FOR HUMANITY OF GREATER NASHVILLE

By: _____
Danny Herron, President and 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, **Danny Herron**, 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, and who further acknowledged that he is the President and Chief Executive Officer of **Habitat for Humanity of Greater Nashville**, the Grantor, and is authorized by the Grantor to execute this instrument on behalf of the Grantor.

Witness my hand, at office, this 29th day of July, 2013.

_____
Notary Public

My Commission expires: My 3 2016

JEFFREY J. McGINNIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 3, 2016

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $90,000.00.

_____
Affiant

Subscribed and sworn to before me, this 29th day of July, 2013.

_____
Notary Public

My Commission expires: My 3 2016

JEFFREY J. McGINNIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 3, 2016