Return To:
Foundation Title & Escrow, LLC
2742 N. Mt. Juliet Rd.
Mt. Juliet, TN 37122

BILL GARRETT, Davidson County
Trans:T20140037779 AFFIDAVIT
Recvd: 05/30/14 11:08 2 pgs
Fees:12.00 Taxes:0.00



20140530-0046568

Prepared by:
[illegible]
[illegible]
[illegible]

Foundation Title
2742 N. Mt Juliet Rd
Mt Juliet, TN 37122

AFFIDAVIT OF SCRIVENER'S ERROR

WHEREAS, this affidavit is prepared to correct a certain Warranty Deed executed by Amanda B. Whitley, individually, and also by Amanda B. Whitley, as Attorney-in-Fact for David Whitley, and each notary acknowledgement was taken by Ryan A. Rafoth of Williamson County, Tennessee, on April 30, 2014, and said Warranty Deed was filed in the official records of the Davidson County, Tennessee, Register of Deeds, at Instrument No. 20140507-0039013;

WHEREAS, Windmill Title, LLC, prepared said Warranty Deed, of record at Instrument No. 20140507-0039013, Register's Office of Davidson County, Tennessee, and hereby acknowledge that, through inadvertence and due to scrivener's error, said instrument contained an omission, specifically, the "Welcome Home Retention Language" was not included with said Warranty Deed.

NOWTHEREFORE, I, Ryan A. Rafoth, do attest and affirm that the "Welcome Home Retention Language" is hereby INCLUDED in said Warranty Deed by its inclusion with this Affidavit and is attached to this Affidavit and marked as "Exhibit A – Welcome Home Retention Language."

IN WITNESS WHEREOF, I have hereunto set my signature, on this the 27th day of May 2014.

Affiant – Ryan A. Rafoth

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ryan A. Rafoth, the bargainor, 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 official seal at Brentwood, Tennessee, this 27th day of May 2014.

Notary Public

Commission Expires: 6-5-16

Magnino; GRN14-2055

DORA L. MOBLEY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

EXHIBIT A

"WELCOME HOME RETENTION LANGUAGE"

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.