AFTER RECORDATION, RETURN TO:
TENNESSEE TITLE & ESCROW AFFILIATES, LLC
7105 CROSSROADS BLVD., SUITE 101
BRENTWOOD, TN 37027

BILL GARRETT, Davidson County
Trans:T20140052946 AFFIDAVIT
Recvd: 07/22/14 14:38 3 pgs
Fees:17.00 Taxes:0.00
20140722-0065120

PREPARED BY:
TENNESSEE TITLE & ESCROW AFFILIATES, LLC
7105 CROSSROADS BLVD., SUITE 101
BRENTWOOD, TN 37027

AFFIDAVIT OF SCRIVENER'S ERROR

Before me, the undersigned attesting officer, came Triston Jacobs (the "Affiant"), who being sworn, duly deposes as follows:

1. **Triston Jacobs of Tennessee Title and Escrow Affiliates, LLC prepared a Warranty Deed for a certain piece of property described as: 4011 Hutson Avenue, Nashville, TN 37216.**

2. **In conjunction with the above referenced property Tennessee Title & Escrow Affiliates, LLC, recorded a Warranty Deed, prepared by Triston Jacobs, recorded on April 7, 2014 in Instrument Number 20140407-0028648, Register's Office for Davidson County, Tennessee. A Scrivener's Error was made in the preparation of the Warranty Deed as such that following paragraph should have been included at the top of "Exhibit B" Page 2 of the Warranty Deed. This error was unintentional. The paragraph is as follows:**

   (i) **"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.**

(ii) 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.

(iii) 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, of 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 of 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 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."

3. A scriveners Affidavit recorded in Instrument Number 20140623-0054406, Register's Office for Davidson County, Tennessee, attempted to correct the mistake in the Warranty Deed recorded in Instrument Number 20140407-0028648, Register's Office for Davidson County, Tennessee.

4. **The purpose of this affidavit is to put all parties on notice of the above-described error in the Warranty Deed and previous Scriveners Affidavit and to correct the same.**

5. **Affiant is aware that this Affidavit will be relied upon by lenders, attorneys, title holders, prospective purchasers and title insurance companies.**

Triston Jacobs

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared **Triston Jacobs**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the president (or other officer authorized to execute the instrument) of Tennessee Title & Escrow Affiliates, LLC, the within named bargainor, a limited liability company, and that such officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as president (or other authorized officer).

Witness my hand, at office, this, 15th day of July, 2014.

Annette J. Scutella
Notary Public

My commission expires: 9-9-2014

FILE NO: TN2006030379

ANNETTE J. SCUTELLA
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires SEPT 9, 2014