This Instrument Prepared by and returned to:
Lillian R. Gilmer, Esq.
RENO & CAVANAUGH, PLLC
424 Church Street, Suite 2910
Nashville, TN 37219

ADDRESS NEW OWNER:
Ousmane Ndione and Khady Diop
3129 Woodymore Drive
Antioch, TN 37013

SEND TAX BILL:
To Mortgagee*

MORTGAGEE:
Habitat for Humanity of Greater Nashville
414 Harding Place, Suite 100
Nashville, TN 37211

MAP AND PARCEL:
150-06-0A-063.00 CO

Bill Garrett Davidson County
Batch# 40524 **DEEDWARRSP**
12/21/2017 01:55:23 PM 3 pgs
Fees: $18.00 Taxes: $584.23
20171221-0130159

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 **OUSMANE NDIONE AND KHADY DIOP**, a married couple (hereinafter called the "Grantee"), their 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) 63, as shown on the map entitled The Park at Priest Lake Phase 3, of record in Instrument No. 20170405-0033305, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being a portion of the same property conveyed to HABITAT FOR HUMANITY OF GREATER NASHVILLE, by deed from UMBRELLA INVESTMENT CORPORATION, of record in Instrument No. 20150427-0037406, dated April 24, 2015, said Register's Office.

The above-referenced land is improved property known as 3129 Woodymore Drive, Antioch, Tennessee 37013 (the "Property").

This conveyance is made subject to the following:

1. Permanent Street Easement of record in Book 8657, page 543 and Book 8657, page 592, said Register's Office.
2. Drainage Easement of record in Book 8493, page 704, said Register's Office.
3. Right-of-way Easement of record in Book 2242, page 251, said Register's Office.
4. Deeds of conveyance in Book 7416, page 249, Book 7416, page 311, Book 8127, page 949 and Book 8127, page 953, said Register's Office.
5. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 5300, page 903, Book 6186, page 235, Book 7170, page 775 and Book 7170, page 778, said Register's Office.
6. Storm Water Detention Agreement of record in Instrument No. 20070423-0047709, said Register's Office.
7. 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 in Instrument No. 20170613-0059341, said Register's Office.
8. Matters shown on the Plan of record in Instrument No. 20170405-0033305, said Register's Office.
9. Base Assessments and Special Assessments as set forth in the Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20170613-0059341, said Register's Office.
10. Easements as set forth in the Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20170613-0059341, said Register's Office.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, their 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, their 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 their 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), 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, assignment of the first mortgage to the Secretary of HUD, 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 of the unit 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.

WITNESS my hand this 15th day of December, 2017.

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, 15th day of December, 2017.

_____
Notary Public

My Commission expires: 11-17-2021

TRACY BEASLEY STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY My Commission Expires 11-17-2021

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $157,900.00.

_____
Ousmane Ndione

Subscribed and sworn to before me, 15th day of December, 2017.

_____
Notary Public

My Commission expires: 11-21-2021

TRACY BEASLEY STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY My Commission Expires 11-17-2021