THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Lillian R. Gilmer
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Nashville, TN 37219

Karen Johnson Davidson County
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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

SCRIVENER'S AFFIDAVIT

Comes now the Affiant, Lillian R. Gilmer, and being duly sworn, upon oath states as follows:

As the Affiant, I do hereby state that I am a licensed attorney and recorded that certain Special Warranty Deed dated February 8, 2019 from **HABITAT FOR HUMANITY OF GREATER NASHVILLE** to **PHILIP KHAI AND VICTORIA VUNG**, filed on February 15, 2019 and of record as Instrument No. 20190215-0014199, in the Register's Office for Davidson County, Tennessee (the "Special Warranty Deed"), and through inadvertence, mistake, and error, the Special Warranty Deed contains a scrivener's error in the "Owner Retention" language on page 2 of the Special Warranty Deed. The Owner Retention language inadvertently omitted certain wording from the Special Warranty Deed and this section should be replaced as follows:

Grantee(s), for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's (FHLB Cincinnati) Affordable Housing Program, must maintain ownership in this property and reside in this property as their primary residence for a period of five (5) years (Retention Period) from the date of the loan closing or certification of project completion.

(i) The FHLB 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 FHLB 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 FHLB Cincinnati 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.

Executed this 6th day of February, 2020.

Lillian R. Gilmer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally appeared Lillian R. Gilmer, with whom I am personally acquainted, and who upon oath acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, TN, this the 6th day of February, 2020.

NOTARY PUBLIC

JAQEELAH ADAMS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 10-02-2023

My Commission Expires: 10/2/23