THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Lillian R. Gilmer
RENO & CAVANAUGH, PLLC
424 Church Street, Suite 2910
Nashville, TN 37219

Karen Johnson Davidson County
Batch# 405380 **AFFIDAVIT**
05/22/2020 02:05:12 PM 1 pg
Fees: $12.00 Taxes: $0.00

20200522-0053594

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 June 28, 2019 from **HABITAT FOR HUMANITY OF GREATER NASHVILLE** to **TANISHA HYDE**, filed on July 3, 2019 and of record as Instrument No. 20190703-0065119, 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:

Grantees, for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's (the FHLB Cincinnati) Affordable Housing Program (AHP), 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 written notice of any sale, transfer, assignment of title or deed such as to the Secretary of HUD, foreclosure, or refinancing of the unit by the household occurring during the AHP 5-year Retention Period.

(ii) In the case of a sale, transfer, assignment of title or deed, or refinancing of the unit by the household during the Retention Period, the Bank shall be repaid the lesser of: (A) the AHP subsidy, reduced on a pro rata basis per month until the unit is sold, transferred, or its title or deed transferred, or is refinanced, during the AHP 5-year retention period; or (B) any net proceeds from the sale, transfer, or assignment of title or deed of the unit, or the refinancing, as applicable, minus the AHP-assisted household's investment, unless one of the following exceptions applies:

1. The unit was assisted with a permanent mortgage loan funded by an AHP advance;
2. The subsequent purchaser, transferee, or assignee is a 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);
3. The amount of the AHP subsidy that would be required to be repaid is $2,500 or less; or
4. 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 event of foreclosure or conveyance by deed in lieu of foreclosure, assignment of a Federal Housing Administration first mortgage to the Secretary of HUD, or death of the AHP-assisted homeowner.

Executed this 21st day of May, 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 21st day of May, 2020.

LISA A. WILLIAMS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires: JULY 9, 2022

NOTARY PUBLIC

My Commission Expires: 7-9-2022