Karen Johnson Davidson County
Batch# 522996 AFFIDAVIT
12/01/2020 12:34:30 PM 2 pgs
Fees: $12.00 Taxes: $0.00
20201201-0139448

This Instrument Prepared By and Return To:
Rudy Title & Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212
(615) 383-2903

Maximum Principal Indebtedness for Tennessee tax recording purposes is $-0-.

SCRIVENER'S AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Comes now, **Megan Paulus**, hereinafter referred to as Affiant, on this the 30th day of November, 2020, and after first being duly sworn according to law, does state the following as true and correct to the best of her knowledge, information and belief:

1. That Affiant prepared a Warranty Deed dated June 30, 2020, and recorded July 8, 2020 in **Instrument Number 20200708-0073838, in the Register's Office for Davidson County, Tennessee** between **James F. Seavey and wife, Gail S. Seavey** (as Grantors) and **Rebecca Lesesne** (as Grantee) in regards to the property commonly known as **3908 Taylor Road, Nashville, Tennessee 37211.**

2. That the above-mentioned Warranty Deed was recorded with a clerical error in that it omitted the Affordable Housing Program's Welcome Home Retention language.

3. That the following should be added to the Warranty Deed:

   This conveyance is subject to the Affordable Housing Program's Welcome Home Retention Language attached to this instrument as Exhibit A and which is incorporated herein by reference.

4. That the attached Exhibit A should be attached as an addendum to the said Warranty Deed.

5. This Affidavit is made to correct the errors as stated above by showing that they resulted from a scrivener's error and not the intentional acts of the parties.

FURTHER, the Affiant sayeth not.

Megan Paulus

Megan Paulus, Affiant

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, **Megan Paulus**, the within named Affiant, 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 this 30th day of November, 2020.

Kate Nygaard

NOTARY PUBLIC

My Commission Expires: _____

KATE NYGAARD
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 11-5-2021

EXHIBIT A

Grantee(s), 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 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);
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, an assignment of a Federal Housing Administration first mortgage to the Secretary of HUD, or death of the AHP-assisted homeowner.

True Copy Certification

I, John Gleaves, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Gabriel Lutz, a notary public for this county and state, John Gleaves, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 10/2/2023
Notary Seal (if on paper)

GABRIEL LUTZ
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY