Karen Johnson Davidson County
Batch# 1025136 AFFIDAVIT
07/11/2023 04:15:30 PM 3 pgs
Fees: $17.00 Taxes: $0.00
20230711-0053122

THIS INSTRUMENT PREPARED BY:
Ark Title Group, LLC
547 N. Mount Juliet Rd., STE 250
Mount Juliet, TN 37122
File: TN-23-00746

AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

WHEREAS, Danielle Chandler, (Affiant), of lawful age, first being duly sworn, upon my oath, deposes and swears to the following:

WHEREAS, I am an agent of Ark Title Group, LLC, acting on behalf of Ark Title Group, LLC;

WHEREAS, I have personal knowledge of the facts and matters stated herein;

WHEREAS, the following instrument, through inadvertence, mistake, and error, contains a scrivener's error in that it does not include the necessary retention language as required by Buyer's lender;

Instrument:	Special Warranty Deed
Grantor:	D.R. Horton, Inc., a Delaware Corporation
Grantee:	Neveen Hanna, an unmarried woman
Recorded in:	Instrument No. 20230428-0031434, Register's Office for Davidson County, Tennessee
Date Recorded:	April 28, 2023

WHEREAS, this Affidavit is being filed for record in the County of Davidson, State of Tennessee, for the purpose of correcting the said error stated above in the said instrument of record.

NOW, THEREFORE, the said instrument of record is hereby corrected to include the following language as stated on the attached **Exhibit A**.

Signed this 11 day of July, 2023.

Danielle Chandler

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a notary public in and for the state and county aforesaid, Danielle Chandler, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 11 day of July, 2023.

NOTARY PUBLIC

My commission expires: 11/15/26

PENNY Y RAY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
COMMISSION EXPIRES NOVEMBER 15, 2026

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.

CERTIFICATE OF AUTHENTICITY
(True Copy Certification)

I, PENNY Y. RAY, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on this 11th day of July, 2023.

Penny Y. Ray | Escrow Assistant

July 11, 2023
Date

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, DANIELLE CHANDLER, a Notary Public for this county and state, PENNY Y. RAY, who acknowledges that this Certificate of Authenticity is true and correct and whose signature I have witnessed on this 11th day of July, 2023.

Notary Public
My commission expires on: 3.24.26

(seal)
DANIELLE CHANDLER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

MY COMMISSION EXPIRES:
3.24.26