This instrument is being recorded to replace Affidavit of record in Instrument No. 20230907-0070165

Karen Johnson Davidson County
Batch# 1069365 AFFIDAVIT
11/07/2023 02:35:02 PM 2 pgs
Fees: $12.00 Taxes: $0.00
20231107-0087153

Prepared BY:
Chapman & Rosenthal Title, Inc.
10 Burton Hills Blvd, Suite 130
Nashville, TN 375215

AFFIDAVIT OF VIRGINIA DESJARLAIS, NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

WHEREAS, on August 25, 2023, Virginia Desjarlais, Notary Public, was an employee of Chapman & Rosenthal Title, Inc., and in her capacity with Chapman & Rosenthal Title, Inc., she notarized a Warranty Deed transferring property located at 4425 Westlawn Drive, D207, Nashville, TN 37209 from Patrica N. Brown and Malcolm David Gower, Heirs at Law of the Estate of R. Leon Gower, to Christopher J. King, an unmarried man.

WHEREAS, on August 25, 2023, Virginia Desjarlais, Notary Public, sent for recording said Warranty Deed but failed to attach the Deed Restrictions "Welcome Home Retention Language" which are was omitted from the original Warranty Deed and attached as Exhibit A.

WHEREAS, the aforementioned Warranty Deed was incorrectly recorded in the Register's Office of Davidson County, Tennessee in Instrument No. 20230828-0066977, by scrivener's error, and Virginia Desjarlais, Notary Public, by this sworn affidavit, desires to correct this error by recording this affidavit and the attached Deed Restrictions as "Exhibit A" to the above referenced Warranty Deed.

FURTHER AFFIANT SAYETH NAUGHT.

Virginia Desjarlais, Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named bargainor, Virginia Desjarlais, Notary Public, who being by me first duly sworn according to law, states on oath that the statements contained in the above and foregoing instrument as true and correct as therein stated and set forth.

WITNESS my hand and Official Seal at office this 1 day of November, 2023.

NOTARY PUBLIC

My Commission Expires: HOLLY WHITE NOTARY PUBLIC STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES JANUARY 04, 2027

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 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 applied. ;

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 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 clause (i), (ii), (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.