Prepared by & Return to:
Providence Title, LLC
25 Century Blvd, Suite 402
Nashville, TN 37214

Karen Johnson Davidson County
Batch# 1290776 AFFIDAVIT
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Fees: $22.00 Taxes: $0.00
20250627-0050785

AFFIDAVIT OF SCRIVENER'S ERROR

in

Warranty Deed

STATE OF Tennessee
COUNTY OF Davidson

Comes now, Memorie White, a principal, or employee, of Providence Title LLC, and avers as follows:

1) That the document containing the error is the Warranty Deed of record in the Register's Office for Davidson County, Tennessee at Instrument Number 20250422-0030856.

2) That the Grantor(s) in said document was Arsenio L Hardrick and Sheneka Hardrick.

3) That the Grantee(s) in said document was Kalan D. Robertson, Sr. and Brandye Abernathy.

4) That the date of execution of said document was April 21, 2025.

The real property affected by the said document is municipally known as 4316 Summercrest Blvd, Unit 1000 located in the city/town of Antioch, Davidson County, TN and is more particularly described to wit:

> Land in Davidson County, Tennessee, being Unit 1000 of Summer Glen Townhomes, Phase 2, a Horizontal Property Regime with Private Elements (PUD), as shown on the site plan attached to and shown as Exhibit 2, established by Declaration of Covenants, Conditions and Restrictions for Summer Glen Townhomes, a Townhome Planned Unit Development, a Horizontal Property Regime with Private Elements, of record in Instrument No 20180116-0004525 as amended by the First Supplement The Declaration of Covenants Conditions and Restrictions for Summer Glen Townhomes a Townhome Planned Unit Development, a Horizontal Property Regime with Private Elements, Annexing Phase 2 Property, of record i Instrument No. 20181220-0123931 and amended by the First Amendment to The Declaration of Covenants Conditions and Restrictions for Summer Glen Townhomes, of record in Instrument No. 20190807-0078437, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description, along with all ownership interest and rights regarding all related Private Elements, Common Elements, and Limited Common Elements as specified in said Declarations.
>
> Being the same property conveyed to Kalan D. Robertson, Sr. and Brandye Abernathy, a husband and wife, by virtue of that certain Warranty Deed dated April 17, 2025, and being of record at Instrument No. 20250422-0030856 in the Register's Office of Davidson County, Tennessee.

5) That due to scrivener's error or oversight, said document was recorded with the following error: The FHML retention language contained in the attached Exhibit A was omitted from the Warranty Deed

6) That the above mentioned error is corrected to read as follows, instead:
The FHML retention language contained in the attached Exhibit A to be incorporated in the Warranty Deed.

8) That this Affidavit is made of the undersigned's own personal and factual knowledge and is intended to correct the above-described error.

EXECUTED on the 17th day of June, 2025.

Memorie White

STATE OF Tennessee
COUNTY OF Davidson

On this the 17th day of **June, 2025**, before me, the undersigned officer, personally appeared **Memorie White** known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes herein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: 7-3-28

CARI ALLEN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 07-03-2028

GRANTEE(S):

Kalan D. Robertson, Sr.

Brandye Abernathy

STATE OF Tennessee
COUNTY OF Davidson

On this the 17th day of **June, 2025**, before me, the undersigned officer, personally appeared Kalan D. Robertson, Sr. and Brandye Abernathy known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: 3-6-29

MEMORIE WHITE
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

EXHIBIT A

Welcome Home Retention Language

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.

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Certificate of Authenticity

I, Holly A. Mason, 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 June 17 2025.

Affiant Signature

6/17/25
Date

State of Tennessee
County of Davidson

Sworn to and subscribed before me this 17 day of June, 2025.

Notary's Signature

(Notary Seal)

ASHLEE D. PAGE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 9/7/2026