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INDEXING INSTRUCTIONS:

Lot 130, Phase 2, Section C, Plantation Lakes, The Plantation, DeSoto County, MS

PREPARED BY:

DAVID K. MCGOWAN, ATTORNEY AT LAW
1845 CRANE RIDGE DR., JACKSON, MS 39216
TELEPHONE: (601) 982-8504
MSB #2619
FATD-3429

GRANTOR(S):

FEDERAL NATIONAL MORTGAGE ASSOCIATION
14221 INTERNATIONAL PARKWAY STE 1000
DALLAS, TX 75254
TELEPHONE: (972) 773-7551

RETURN TO:

FIRST AMERICAN TITLE INSURANCE CO.
2001 AIRPORT RD, STE 301, FLOWOOD MS 39232
TELEPHONE: (601) 366-1222
FILE NO. 2218-2523944

GRANTEE(S):

DAVID CROSSMAN

ADDRESS: 9100 LAKESHORE DR.
OLIVE BRANCH MS. 38654
TELEPHONE: 901 921 4668
(901) 921 4669

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, **Federal National Mortgage Association**, does hereby sell, convey and warrant specially unto **DAVID CROSSMAN**, the following described property situated in DESOTO County, Mississippi, being more particularly described herein, to wit:

Lot 130, Phase 2, Section C, Plantation Lakes, The Plantation, situated in Section 22, Township 1 South, Range 6, City of Olive Branch, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 49, Page 24, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Also described as;

Located in Olive Branch of County of DeSoto, State of Mississippi, Lot 130, Phase 2, Section C, The Plantation, Plantation Lakes Subdivision, Section 22, Township 1 South, Range 6, as shown on plat of record in Plat Book 49, Page 24, in the Chancery Clerk's office of DeSoto County, Mississippi, reference to which plat is hereby made for a more particular description of said property.

Commonly known as: 9100 Lakeshore Dr., Olive Branch, MS

***This being the same property described in the deed recorded on 3/25/2011, Book 654, Page 386.**

THIS CONVEYANCE and the warranty hereof are made subject to all building restrictions, restrictive covenants, easements, rights of way, and mineral reservations of record, if any, pertaining to the above described property.

IT IS AGREED AND UNDERSTOOD that the ad valorem taxes for the current year have been prorated as of this date on an estimated basis or actual taxes from the previous year and that the prorations are final and any difference will not be adjusted by the Seller after closing.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said GRANTEE, its heirs or assigns forever, subject to, and excepting, current taxes and other assessments reservations in patents, and all easements, right of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record. GRANTOR does hereby bind itself and its successor and assigns to warrant and forever defend all and singular the said premises unto the said GRANTEE, its heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, through, or under GRANTOR, but not otherwise.

WITNESS MY SIGNATURE this the 21st day of September, 2011.



Federal National Mortgage Association
BY: [Signature]
Name & Title: Cindy Dolezal
Asst. Vice President

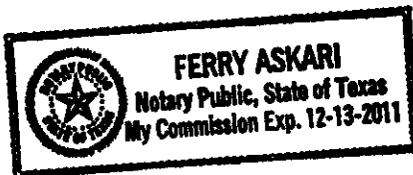
STATE OF TEXAS
COUNTY OF DALLAS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 21st day of September, 2011, within my jurisdiction, the within named Cindy Dolezal, who acknowledged that (he)(she) is ASST. VICE PRESIDENT of Federal National Mortgage Association and that for and on behalf of Federal National Mortgage Association, and its act and deed (he)(she) executed the above and forgoing instrument, after having first been duly authorized so to do.

[Signature]

Notary Public

My Commission Expires: 12-13-11
(Affix official seal, if applicable)



WHEN RECORDED, MAIL TO:
RENASANT BANK c/o NATIONWIDE TITLE CLEARING, INC ATTN: FINAL DOCS UNIT
2100 ALT 19 NORTH
PALM HARBOR, FLORIDA 34683

This instrument was prepared by:
RENASANT BANK
2001 PARK PLACE NORTH, SUITE #650
BIRMINGHAM, ALABAMA 35203
205-824-3850

MIN: 100319273110700157

Originator: MICHAEL WIEGERT, NMLS# 507983

LENDER: RENASANT BANK

TRUSTEE: SCOTT R. HENDRIX

INDEXING INSTRUCTIONS: SEE ATTACHED EXHIBIT "A"

(Space Above This Line For Recording Data) _____

STATE OF MISSISSIPPI
COUNTY OF DESOTO

**RECAPTURE
DEED RESTRICTION**

Home Investment Partnerships Program

DAVID CROSSMAN
9100 LAKESHORE DR.
OLIVE BRANCH, MISSISSIPPI 38654
Phone: 901-921-4668
(Borrower(s) Name/Property
Address)

STATE OF MISSISSIPPI
COUNTY OF **DESOTO**

DC

The undersigned, **DAVID CROSSMAN** ("Owner(s)", is/are the owner(s) of certain real property and improvements located at **9100 LAKESHORE DR.**, in **OLIVE BRANCH** (City/Town), **DESOTO** (County), Mississippi and more particularly described on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following deed restrictions.

- For purposes of this deed restriction, the following terms have the meanings indicated, as per the Mississippi Development Authority adopted HOME Program recapture requirements:

"Period of Affordability" means a period of time beginning on the date of this instrument pursuant to HUD Final Rule 24 CFR Part 92.254 as follows:

Homeownership assistant HOME Amount per-unit	Minimum period of affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

"Agency" means the Mississippi Development Authority AND the entity receiving HOME funds.

"HOME funds" means the amount funded by the Agency for the benefit of Owner, for the purpose of assisting in the purchase of the Property for the HOME Program allocation.

"Low-Income families" means families whose incomes do not exceed 80 percent of the median income for the area as determined by the United States Department of Housing and Urban Development at the time of purchase with adjustments for family size.

"Net gain" means the amount payable to the seller at closing less any amount of the homeowner's original down-payment investment and capital improvements investments made by the Owner.

"Participating jurisdiction" as defined in 24 CFR Part 92.105 is a designation to the State of Mississippi by the U.S. Department of Housing and Urban and Development as a result of compliance with the requirements of 24 CFR 92-102 through 92-104.

"Recapture Requirements" means that if the Property does not continue as the principal residence of the family for the duration of the Period of Affordability, that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyer(s). The participating jurisdiction will reduce the HOME investment amount to be recaptured on a prorate basis for the time the homeowner has owned and occupied the housing as a principal residence measured against the required affordability period. See 24 CFR Part 92.254(a)(5)(ii).

"Very low-income families" means families whose incomes do not exceed 50 percent of the median income for the area as determined by the United States Department of Housing and Urban Development at the time of purchase with adjustments for family size.

- The Agency must receive prior written notification of any sale, refinancing or foreclosure that occurs during the Period of Affordability.

3. **In the event of a sale** of the Property an amount equal to a pro rata share of the HOME funds, reduced proportionately for every month of the Period of Affordability the selling Owner owned the Property, shall be repaid to the Agency from any net gain realized upon the sale of the Property after deduction for sales expenses.
4. **In the event of a refinancing** during the Period of Affordability, an amount equal to a pro rata share of the HOME funds, reduced proportionately for every month of the Period of Affordability the selling Owner owned the Property, shall be repaid to the Agency from any net gain realized upon refinancing. **Cash-out refinances are not allowed.**
5. **In the event of a foreclosure** the Agency may only receive the net proceeds up to the original amount of HOME funds. The net proceeds are the sales price minus superior loan repayment and any closing costs. This instrument and these restrictions are subordinate to any valid outstanding lien against the property currently of record.
6. The provisions of this instrument are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of Owner(s) who may acquire any right, title, or interest in or to the Property, or any part thereof. Owner(s), its successors, heirs, and assigns hereby agree and covenant to abide by and fully perform the provisions of this instrument.
7. Owner occupant understands and agrees that this instrument shall be governed by the laws of the State of Mississippi and regulations of the U.S. Department of Housing and Urban Development.
8. Owner(s) occupant understands that the property must be the principal residence of the family during the Period of Affordability. In the event the Property does not remain the principal residence, the Owner must repay the Agency an amount equal to the pro rata share of the HOME funds, reduced proportionately for every month of the Period of Affordability the Owner has owned the Property.
9. Owner occupant understands the Period of Affordability is for a period of 5 years from the date of closing. At the ending date of this instrument, this deed restriction is canceled and all HUD requirements satisfied.
10. On FHA insured mortgages, HOME program restrictions on the property shall terminate upon foreclosure, transfer in lieu of foreclosure or assignment of the FHA insured mortgage to HUD. To the extent that there are any proceeds from the foreclosure or other sale of the property by HUD remaining after the HUD insured loan is paid, the remaining proceeds shall be paid to the Agency.

EXECUTED this 13th day of October, 2011.

-Witness

-Witness

David Crossman (Seal)
DAVID CROSSMAN -Borrower

(Seal)
-Borrower

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said State and County, the within named **DAVID CROSSMAN** who acknowledged that ~~he~~ she signed and delivered the above foregoing instrument on the day and date therein above stated as for ~~his~~ her own voluntary act and deed.

Given under my hand and Official Seal, this the 13 day of OCTOBER 2011.

(SEAL)

My Commission Expires:



Billy L. Brown
Notary Public

EXHIBIT "A"

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