AMENDMENT TO GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT AND REBUILDING TOGETHER NASHVILLE

This Amendment (the "Amendment") is entered into on this ____ day of _____, 2018 by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Metropolitan Government") and **REBUILDING TOGETHER NASHVILLE** ("Recipient").

RECITALS

WHEREAS, the Metropolitan Government, by and through the Metropolitan Housing Trust Fund Commission (the "Commission"), and Recipient are parties to that certain Grant Agreement, dated April 19, 2017 (the "Grant Agreement"), as authorized by the Metropolitan Council Resolution No. RS2017-646, and amended by resolution by the Metropolitan Council Resolution No. RS2017-726, pursuant to which the Metropolitan Government agreed to make a grant of One Hundred Forty Two Thousand Five Hundred Thirty Two dollars to Recipient for the provision of rehabilitation of affordable housing units; and,

WHEREAS, the original Grant Agreement called for an affordability requirement to encumber the Property and run with the land over a 20-year term; and,

WHEREAS, both parties desire the affordability requirement to encumber the Property and run with the land over a 5-year term in the form of a 5-year, forgivable lien; and,

WHEREAS, all other provisions of the Grant Agreement will remain in effect as written; and,

WHEREAS, in accordance with the terms of the Grant Agreement, an amendment to the Grant Agreement must be in writing and passed by resolution by the Metropolitan Council.

AGREEMENT

NOW, THEREFORE, for the mutual promises and other considerations, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree to amend the Grant Agreement as follows:

1. Section A.1 shall be amended as follows:

   The section shall be deleted in its entirety and replaced with the following, "Each Property to which these grant funds are provided for shall be subject to a Deed of Trust and a Cost Recapture Agreement imposing certain affordability requirements to encumber the Property and run with the land over a 5-year term in the form of a 5-year, forgivable lien. Terms defined in the Deed of Trust and Cost Recapture Agreement shall have the same meanings when used in this Agreement."

EXHIBIT
A

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO PROGRAM SCOPE:

Chair, Metropolitan Housing Trust Fund Commission

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

ATTEST:

Metropolitan Clerk

RECIPIENT:

By:

Title: Executive Director

Kaitlin Dastrupe
Sworn to and subscribed to before me a Notary Public, this 24th day of ~~20~~ January of 2018.

AMANDA FRICK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 10-07-2019

Notary Public

My Commission expires 10/07/2019

This instrument prepared by:
NAME OF ATTORNEY
Attorney Address

DEED OF TRUST AND SECURITY AGREEMENT

EXEMPT TRANSACTION: REBUILDING TOGETHER NASHVILLE ("RTN"), A NON-PROFIT AGENCY, IS HOLDER OF THE SECURED OBLIGATIONS. Address of Trustee: C/O REBUILDING TOGETHER NASHVILLE, 6101 Centennial Blvd., Nashville, Tennessee 37209.

FOR AND IN CONSIDERATION of One Dollar ($1.00) paid, and other good and valuable consideration, the receipt and legal sufficiency of which is consideration is hereby acknowledged, Homeowner Name (hereinafter collectively referred to as "**GRANTOR**"), does hereby enter into this agreement and indenture and does agree to be bound as follows:

ARTICLE I
GRANT OF PROPERTY

1.1. GRANTOR has this day bargained and sold, and does hereby transfer and convey to KAITLIN DASTUGUE, TRUSTEE, of Nashville, Davidson County, Tennessee (hereinafter referred to as "**TRUSTEE**"), and his successors in trust, certain real property and improvements owned by GRANTOR, in the State of Tennessee, Nashville, Davidson County, as more particularly described in Exhibit A attached hereto and incorporated herein (the said real property and improvements are herein referred as the "**Property**").

1.2. TO HAVE AND TO HOLD said Property to the said TRUSTEE and his successors in trust, forever, GRANTOR hereby covenants that GRANTOR is lawfully seized of the Property, has a good right to convey it, and that the same is unencumbered except as may otherwise be described herein. The GRANTOR further covenants and binds GRANTOR, GRANTOR's heirs and representatives, to warrant and defend the title to said Property to the said TRUSTEE, and his successors in trust, and his assigns, forever, against the lawful claims of all persons.

1.3. The transfer under this instrument by GRANTOR to the said TRUSTEE, shall include, but not be limited to, each and every one of the following:

1) The land and all buildings, structures, fencing, paving, drainage, landscaping, accesses, and all other improvements now on or which may be hereafter placed on said land during the existence of this lien; and

2) All the income, rents, issues and profits arising therefrom and for the use thereof; and

EXHIBIT
tabbies
B

3) All materials, equipment, furnishings or other property whatsoever installed or to be installed and used in and about the buildings or other improvements on said land, including but not being limited to, all heating, plumbing, lighting, water-heating, cooking, refrigerating, incinerating, ventilating and air-conditioning equipment, storm doors and windows, shades, rugs,, carpeting, awnings, blinds, drapes and linoleums, and property of like nature, wiring, controls, communications equipment, cable and internet wiring and access, all of which property and things are hereby declared to be permanent accessions to the freehold and part of the realty conveyed herein as security for the Secured Indebtedness as herein defined.

1.4. This conveyance is made IN TRUST for the following uses and trusts, and for no other purposes, to-wit:

> To secure the performance and payment of that certain COST RECAPTURE AGREEMENT dated DATE (the "**Cost Recapture Agreement**"), to secure payment of a Promissory Note to REBUILDING TOGETHER NASHVILLE, signed and executed by GRANTOR, dated DATE, in the principal amount of AMOUNT (the "**Note**"), and to secure compliance with the agreements, warranties, terms and conditions of this Deed of Trust and Security Agreement ("**Deed of Trust**") and any other documents securing the indebtedness reflected in the Note and Cost Recapture Agreement. The Note, the Cost Recapture Agreement, this Deed of Trust, and any other documents securing the indebtedness are sometimes herein collectively referred to as the "**Secured Indebtedness**". The holder or holders of the Secured Indebtedness, from time to time, are sometimes referred to herein, individually and collectively, as the "**BENEFICIARY**". **The Term of Agreement required by the Cost Recapture Agreement is five (5) years from the date Grantor obtained title of the Property.**

ARTICLE II
COVENANTS AND AGREEMENTS AS TO PROPERTY

As part of the consideration for the execution of this instrument, and of the Secured Indebtedness hereunder, GRANTOR does hereby covenant, warrant and represent to, and agree with, TRUSTEE and any BENEFICIARY as follows:

2.1. GRANTOR shall timely make all payments, and perform all other obligations arising under the Secured Indebtedness.

2.2. The GRANTOR agrees to keep all buildings or other improvements now on, or to be hereafter erected on, said Property, insured with an insurance company or companies licensed to sell property and casualty insurance within the state of Tennessee, for at least the maximum insurable value until the Secured Indebtedness is fully paid.

2.3. The GRANTOR further agrees to pay all taxes and assessments on the Property, general or special, and to pay them when due, and, upon demand of said TRUSTEE or the

BENEFICIARY, to pay, discharge, or remove, any and all liens which may be hereafter placed against said Property whether or not said lien or liens have priority over the lien of this instrument or enforcement of the terms and provisions hereof.

2.4 The GRANTOR shall comply, and cause the compliance, with all laws, ordinances, regulations, and governmental orders applicable to the Property or any use made thereof or thereupon by GRANTOR or any others.

2.5 In case the TRUSTEE or the BENEFICIARY shall hereafter be required, or deem it reasonably necessary, to appear in any court or tribunal to enforce the Secured Indebtedness, or any part thereof, to enforce this Deed of Trust or the terms thereof, or to defend the title to, or possession of, said Property, or the lien of this instrument, or appear in any court to prove the Secured Indebtedness, or any part thereof, then all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be paid by GRANTOR and are secured hereby, and if paid by the TRUSTEE or the BENEFICIARY, shall be reimbursed by the GRANTOR and shall bear interest at the highest lawful rate from the date of payment and shall be and become a part of the indebtedness secured hereby.

2.6 The GRANTOR agrees that GRANTOR will take all actions necessary, at GRANTOR'S expense, to assure that all improvements (including, but not limited to all roof, structure, glass, walls, electrical, water, plumbing, sewer, gas and HVAC) on the Property are in a good condition. The GRANTOR agrees that it will use only licensed contractors to perform work on the improvements, or any portions thereof, including without limitation, those listed in the prior sentence. GRANTOR agrees to allow any BENEFICIARY, or the TRUSTEE, or their appropriate representatives to examine the Property during regular business hours to determine compliance with this paragraph, but any BENEFICIARY or TRUSTEE shall not be required to conduct any examination to preserve any rights hereunder, and the BENEFICIARY and TRUSTEE assume no responsibility for any such inspection.

2.7 The GRANTOR agrees that should the TRUSTEE or the BENEFICIARY be required, or deem it reasonably necessary, to expend any funds, to protect or preserve the Property, the GRANTOR shall immediately, and in any event within ten (10) days, reimburse the TRUSTEE and the BENEFICIARY in full for such amounts expended, and until reimbursed, such amounts, along with the highest rate of interest thereon allowed by law, shall be included within the Secured Indebtedness.

2.8 The GRANTOR agrees that GRANTOR shall allow no Hazardous Substances to be brought on, used on, or stored on the Property while this Deed of Trust shall remain in effect. "Hazardous Substances" shall mean and include all hazardous and toxic substances, waste or materials, any pollutants or contaminants (including, without limitation, asbestos, and raw materials which include hazardous constituents, or any other similar substances, or materials, which are included under or required by any local, state, or federal law, rules or regulations, pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", "State Lien or State Super Lien" or environmental clean-up statutes or other similar or related statutes or regulations now or hereinafter in effect..

2.9 The GRANTOR acknowledges that the Secured Indebtedness shall accelerate, and become fully due and payable, upon the sale or other transfer of the Property herein transferred, or any portion thereof.

2.10 The GRANTOR agrees that if at any time any or all of the Property, or rights therein, shall be taken under condemnation or eminent domain, then the GRANTOR hereby transfers, sets over and assigns to TRUSTEE and the BENEFICIARY any and all judgments, awards or settlements made as a result of taking or damage or other compensable event related to such condemnation or eminent domain or any project related thereto.

2.11 The GRANTOR warrants and represents that the Property shall, at all times, be used as the principal residence of the GRANTOR.

ARTICLE III
PERFORMANCE OR DEFAULT

3.1. Now, if the GRANTOR shall: (i) pay said Secured Indebtedness, and all instalments thereof, when due, according to the terms hereof, or of any note or notes and evidencing the same; and, (ii) shall pay taxes, keep up repairs, pay Homeowner Association obligations if applicable and keep the Property properly insured; and, (iii) perform the other and foregoing obligations and agreements contained in the Secured Indebtedness, including, but not limited to, the Note, the Cost Recapture Agreement and this Deed of Trust, then this trust conveyance shall be of no further force or effect.

3.2. But if the GRANTOR defaults under the Secured Indebtedness, or fails to: (i) fulfill any obligation under the Cost Recapture Agreement, (ii) make any payment on the Note, when due, according to the terms hereof or fail to comply with the Note in any respect; (iii) pay any amount due under the said Secured Indebtedness, when due, according to the terms hereof, or of any note or notes evidencing the same; (iv) pay taxes, keep up repairs, and keep said Property properly insured; (v) perform the other and foregoing obligations and agreements contained in the Secured Indebtedness, this Deed of Trust, and any note or document reflecting or securing the Secured Indebtedness; or, (vi) if GRANTOR fails to reimburse the TRUSTEE or any BENEFICIARY of said indebtedness, within ten days from date of any payment made to cure a default of GRANTOR hereunder, or for legal fees and expenses as above provided, then this trust conveyance shall remain in full force and effect, and at the option of any BENEFICIARY of said Secured Indebtedness, or the BENEFICIARY of the part or installments thereof then past due and unpaid, all remaining unpaid Secured Indebtedness shall become due and payable at once, without notice, and the said TRUSTEE, or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said Property at the front door of the Court House, or other lawful place as provided in the Notice of Sale, in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of any kind, which are expressly waived below; and the said TRUSTEE or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser.

3.3. Any BENEFICIARY of any obligation contained within the Secured Indebtedness may bid at any sale under this trust conveyance and may "credit bid" such that the value of the Secured Indebtedness is pledged as payment therefor.

3.4. The GRANTOR agrees that the TRUSTEE may, at any time after default in the payment of any part of said Secured Indebtedness, or other default hereunder, enter and take possession of said Property, and shall only account for the net rents actually received by him. GRANTOR further agrees that, in the event the TRUSTEE fails, before selling said Property as herein provided, to enter and take possession thereof, then GRANTOR and all persons holding under him, immediately upon the execution by the TRUSTEE of a deed for said Property, shall deliver possession to the purchaser at the sale and shall be unlawful trespassers upon the. Property.

3.5. Each person or entity signing as a GRANTOR hereby expressly waives any right pertaining to the marshaling of assets or marshaling of liens, the equity of redemption, any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, or any matter which might defeat, reduce or affect the right to sell the Property for the collection of the obligation secured hereby, or the right of the holder or other secured party to receive the payment of the obligations secured hereby out of the proceeds of sale of the Property.

3.6. No waiver by the TRUSTEE or any BENEFICIARY shall be construed as a waiver of a subsequent similar default or any other deem it by the GRANTOR. No delay by the Trustee, or any BENEFICIARY, in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof. Acceptance by holder or any secured party of partial payments shall not constitute a waiver of any default arising by the fact of failure to make a full payment.

3.7. In the event of the death, absence, inability or refusal to act of the said TRUSTEE at any time when action under the foregoing powers and trust may be required, any BENEFICIARY of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to the above named trustee shall be vested in said successor.

3.8. Upon any sale under this Deed of Trust, the proceeds will be applied by the TRUSTEE:

First: To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust, or in connection therewith.

Second: To pay the Secured Indebtedness, or any balance thereof then remaining unpaid.

Third: The residue, if any, is to be paid to GRANTOR.

WITNESS my hands this the DATE.

GRANTOR:

GRANTOR'S ADDRESS:

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above jurisdiction, the within name whom I am personally acquainted (or who were identified to me on the basis of satisfactory evidence), who after being first duly sworn, acknowledged that they executed the foregoing Deed of Trust for the purposes therein contained, and that such was their free act and deed.

Witness my hand and seal, at office, this the DATE.

_____ My Commission Expires: _____
NOTARY PUBLIC

THE PREPARER OF THIS DEED OF TRUST MAKES NO REPRESENTATION AS TO THE DESCRIPTION OF OR STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN. THIS DEED OF TRUST HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER, WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.

****Need to include "Exhibit A" which is legal description of property for each Deed****

REBUILDING TOGETHER NASHVILLE
SAFE & HEALTHY HOME IMPROVEMENT PROGRAM
COST RECAPTURE AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into as of the _____ day of _____ of _____ by Rebuilding Together Nashville ("**RTN**"), whose address is 6101 Centennial Blvd. Nashville, TN 37209, and _____ ("**Homeowner(s)**") whose current address is _____ ("**Property**")

WITNESSETH:

WHEREAS, the Homeowner(s) desires to have health and safety home improvements completed at their home through RTN's Safe & Healthy Home Improvement Program ("**SHHIP**") and;

WHEREAS, RTN has agreed to perform Home Improvements to properties owned by income eligible homeowners and;

WHEREAS, in exchange for the repair assistance, the Homeowner agrees to execute a Promissory Note in favor of RTN and to encumber the Property with a Deed of Trust.

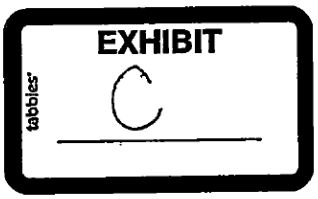
NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties agree and acknowledge the following:

1. **HOME IMPROVEMENT SERVICES**. RTN agrees to provide and the Homeowner agrees to accept Home Improvement Services from RTN according to the terms of this Agreement, the RTN Partnership Agreement, and the RTN Work Scope.

2. **HOME IMPROVEMENT COST**. The fair market value of the Home Improvement Services ("Home Improvement Cost") shall be the value as determined by RTN at the completion of the project. Based on the initial Work Scope provided to and signed by the Homeowner, the Home Improvement Cost is not expected to exceed $_____. RTN will calculate the Home Improvement Cost as follows:

a) A value of $1,050 will be added to each project's Home Improvement Cost to recapture RTN's development costs as follows:

Home Assessment	$100.00
Work Scope Development	$100.00
Contractor and Volunteer Coordination	$500.00
Legal and Accounting Services	$350.00



b) A value of $350 will be added to each project's Home Improvement Cost at homes constructed prior to 1978 to capture the cost of a Lead Based Paint Inspection.

c) The remaining Home Improvement Cost shall be calculated as the full value of all direct costs incurred by RTN for all Home Improvement Services including but not limited to materials purchase and contractor reimbursement. All direct costs will be supported by project receipts and invoices.

3. **TERM OF AGREEMENT**. The Term of Agreement for the lien shall be five (5) years. The Term of Agreement shall begin on the date that the Deed of Trust is signed. During the Term of Agreement, the Homeowner must use the Property as his or her principal residence.

4. **PROMISSORY NOTE AND DEED OF TRUST**. In exchange for the Home Improvement Services, the Homeowner agrees to execute the Promissory Note in substantially the same form as Exhibit A, and the Deed of Trust in substantially the same form as Exhibit B, hereto. Each Exhibit is incorporated into the terms of this Agreement, and Homeowner agrees to abide by the terms set forth of said Promissory Note and Deed of Trust. The Promissory Note and the Deed of Trust ensure that the Home Improvement Cost is repaid to RTN, if required, pursuant to the terms of this Agreement.

5. **SALE OR TRANSFER DURING TERM OF AGREEMENT**. Upon at least thirty days advance notice to RTN and with the prior written consent of RTN, the Homeowner may sell or transfer the Property during the Term of Agreement. However, selling or transferring the Property before the expiration of the Term of Agreement, pursuant to any method, including, but not limited to foreclosure or additional names added to the title, triggers the Homeowner's obligation to repay the full Home Improvement Cost, in accordance with this Agreement. Notwithstanding anything in the foregoing to the contrary, the passage of title by operation of law upon death of the Homeowner shall not constitute an Event of Default as long as the Homeowner's heirs continue to occupy the Property as their primary residence.

6. **REPAYMENT TERMS**. So long as there is no Event of Default of this Agreement by Homeowner(s), the Home Improvement Cost shall be reduced to zero at the end of the Term of Agreement.

7. **DURATION OF AGREEMENT**. This Agreement remains in effect throughout the Term of Agreement.

8. **RECAPTURE OF HOME IMPROVEMENT COST UPON SALE OR TRANSFER OF PROPERTY DURING TERM OF AGREEMENT**. If the Property is sold or otherwise transferred to another person or if ownership is transferred pursuant to paragraph 5, RTN shall recapture the full amount of the Home Improvement Cost (the "Required Repayment"). Should the Homeowner or the Homeowner's heirs determine that the Required Repayment will create an undo financial hardship, they may request a Repayment Waiver from RTN's Board of Directors by contacting the RTN office.

9. **INSURANCE, PROPERTY TAXES AND HOMEOWNER ASSOCIATION REQUIREMENTS**. Homeowner agrees that Homeowner shall pay the taxes regarding the Property. In addition, Homeowner agrees to comply with Homeowner Association requirements for the Property if applicable. Furthermore, Homeowner shall keep the Property properly insured with property and casualty insurance for the sum of at least the maximum insurable value.

10. **HOME IMPROVEMENT MAINTENANCE REQUIREMENTS.** Homeowner agrees that Homeowner shall be solely and financially responsible for maintenance of all improvements at the Property (including, but not limited to all roof, structure, glass, walls, electrical, water, plumbing, sewer, gas and HVAC) regardless of whether RTN's Home Improvement Services impacted said improvement. Homeowner agrees to grant access to the Property by RTN staff to verify Property maintenance during normal business hours.

11. **BREACH OF AGREEMENT/EVENT OF DEFAULT**. Any breach of this Agreement shall be considered an "Event of Default." Homeowner has provided certain information to RTN in order to secure eligibility for SHHIP Home Improvement Services. Homeowner represents and warrants that the information is true and complete, and Homeowner understands that if RTN discovers any information that, in its sole discretion, would have had a material impact on RTN's decision to approve Homeowner for SHHIP Home Improvement Services, the Homeowner is in breach of this Agreement. Further, the Homeowner understands that his or her (1) failure to occupy the Property as his or her principal residence during the Term of Agreement, or (2) failure to maintain the Property during the Term of Agreement, or (3) failure to obtain RTN written approval prior to selling or otherwise transferring the Property, or (4) failure to repay RTN as required upon resale or transfer in accordance with the terms of this Agreement, shall constitute an Event of Default. Notwithstanding anything in this paragraph to the contrary, the passage of title by operation of law upon death of the Homeowner shall not constitute an Event of Default as long as the Homeowner's heirs continue to occupy the Property as their primary residence.

12. **ENFORCEMENT**. Upon an Event of Default by Homeowner, RTN may demand that the Homeowner immediately repay the entire amount of the Home Improvement Cost, and RTN may take any other action necessary to enforce this Agreement and the Promissory Note and Deed of Trust executed to secure the obligations of this Agreement. RTN may pursue any or all remedies otherwise available at law or in equity, without the requirement of election of remedies, and may as one, but not the sole, remedy obtain a temporary and/or permanent order enjoining any acts which violate the Agreement. No bond shall be required of RTN for the issuance of any such injunction. Homeowner shall pay to RTN all costs and expenses, including reasonable attorneys' fees, included by RTN in exercising any of its rights and remedies hereunder.

13. **VENUE**. In the event of a dispute or litigation arising out of this Agreement, it is understood and agreed that this Agreement was executed and performed in Davidson County, Tennessee, and as such, it is agreed by both parties that venue for such litigation, including an action for Declaratory Judgment if warranted, will be in Davidson County, Tennessee.

14. **ASSIGNMENT**. The Homeowner may not assign his or her rights or delegate his or her responsibilities under this Agreement.

15. **ENTIRE AGREEMENT AND MODIFICATION.** This instrument, its exhibits, and the documents referenced herein contain the entire Agreement between RTN and the Homeowner concerning the Property. Any prior information, discussions or agreements are merged herein and barred hereby. This Agreement may not be amended or modified orally, by course of dealing, waiver or estoppel. This Agreement may not be modified or amended except in writing signed by all parties.

16. **SEVERABILITY.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

17. **WAIVER.** No delay or omission by RTN to exercise any right under this Agreement shall impair any such right nor shall it be construed to be a waiver thereof. No waiver of any single breach or default under this Agreement shall be deemed a waiver of any other breach or default. Any waiver, consent or approval under this Agreement must be in writing to be effective.

18. **NOTICES.** Notices under this Agreement shall be provided as follows:

If to Homeowner:

_____

_____

_____

If to RTN:

Kaitlin Dastugue, Executive Director
6101 Centennial Blvd.
Nashville, TN 37209

19. **TIME OF THE ESSENCE.** Time is of the essence with the respect to this Agreement.

IN WITNESS WHEREOF, the said parties have hereunto set their signatures to this **COST RECAPTURE AGREEMENT,** on this day and date first above written.

Rebuilding Together Nashville

_____

Kaitlin Dastugue, Executive Director

Homeowner(s)

_____

_____

Certificate of Acknowledgement

State of Tennessee, County of Davidson

On_____,before me, _____,
(date) (notary)

personally appeared, _____,
(signers)

personally known to me or having proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

_____

(notary signature)

My Commission Expires: _____