Box 14

BOOK 8280 PAGE 602

THIS INSTRUMENT PREPARED BY:
PETER WEISS, ATTORNEY
DENNEY, LACKEY & CHERNAU
Third National Financial Center, 13th Floor
424 Church Street
Nashville, Tennessee 37219

FILE IN BOX #14
MAP 150-9-A
PARCEL 57
FB#: 2DX-08157

INSTRUMENT OF CORRECTION

AND

EXTENSION AGREEMENT

FEB 21 '24 2:01 03CHECK 66.00

THIS AGREEMENT is made and entered into this 7th day of Jan, 199[illegible], by and between JEFF P. GARRETT and CHARLOTTE A. GARRETT, as joint tenants with right of survivorship, hereinafter referred to as "Garretts", and FIDELITY FEDERAL BANK, a Federal Savings Bank (successor to Fidelity Federal Savings and Loan Association), hereinafter referred to as "Fidelity".

W I T N E S S E T H :

THAT WHEREAS, Garretts are the record title owners of a certain tract or parcel of land described as Lot No. 211 on the Plan of Forest View Park, Section VII, Phase 1, as of record in Book 7430, Page 753, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Garretts by Deed from Daniel S. Query and wife, Jeanne A. Query, of record in Book 7798, Page 516, Register's Office for Davidson County, Tennessee; and,

WHEREAS, Fidelity is the holder of a first mortgage Deed of Trust Note secured by a Deed of Trust of record in Book 7479, Page 436, in said Register's Office, copies of which are attached hereto as Exhibit "A", collectively; and,

WHEREAS, Garretts have assumed the liability of the said Deed of Trust Note and obligations of the Deed of Trust held by Fidelity, as evidenced by the instrument titled Assumption and Modification Agreement Without Release (Adjustable Rate Note), a copy of which is attached hereto as Exhibit "B"; and,

WHEREAS, due to inadvertence and mutual mistake the Deed of Trust Note was declared in default and Fidelity ordered the property sold; and,

WHEREAS, William L. Rosenberg, as Successor Trustee, did advertise and sell the subject property on November 9, 1990, and did convey the subject property to Fidelity by Successor Trustee's Deed, a copy of which is attached hereto as Exhibit "C"; and,

WHEREAS, information has been provided by Garretts to Fidelity indicating that the Deed of Trust Note was not in default at time of foreclosure and Garretts have requested Fidelity to rescind the action of the foreclosure and restore Garretts and Fidelity to the respective mortgage relationship that existed prior to the foreclosure; and,

WHEREAS, Fidelity, after reviewing the said information from Garretts and based upon additional information it has received, has agreed to rescind the foreclosure transaction in order to restore Garretts and Fidelity to the mortgage relationship that existed prior to foreclosure.

NOW THEREFORE, for and in consideration of the mutual benefits, covenants and considerations and in order to correct the inadvertence and mistake herein recited, Garretts and Fidelity agree as follows:

1. The parties agree that both the foreclosure sale and Successor Trustee's Deed resulting therefrom, of record in Book 8235, Page 941, Register's Office for Davidson County, Tennessee, shall be and is hereby declared null and void, ab initio, and Garrett and Fidelity shall be restored to the rights and/or obligations existing prior to the act of foreclosure.

2. Each party to this agreement agrees that the Deed of Trust Note and Deed of Trust (as assumed and modified as recited on Exhibit "B" attached) as hereabove recited is and shall remain in full force and effect with all covenants and conditions, except as expressly herein provided. Fidelity hereby reserves all rights, remedies and privileges for the enforcement of the obligations recited in both the Deed of Trust Note and Deed of Trust, until the said Deed of Trust Note is paid in full. Garretts hereby ratify the obligations recited in the Deed of Trust Note and acknowledges the validity of the herein referenced Deed of Trust.

3. The parties hereby agree that the Deed of Trust lien shall relate back and be effective the original day and date contained in the said Deed of Trust as hereabove recited.

William L. Rosenberg, Successor Trustee, joins in the execution of this agreement in order to indicate his understanding of the agreements of the parties and indicate his consent to the rescission of the Successor Trustee's Deed, as hereabove recited.

EXECUTED this day and date first above written.

JEFF P. GARRETT

CHARLOTTE A. GARRETT

FIDELITY FEDERAL BANK,
A Federal Savings Bank

BY:

TITLE: Senior Vice President

WILLIAM L. ROSENBERG,
Successor Trustee

"THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $-0-. EXACT SAME COLLATERAL OF PRIOR DEBT - DOES NOT INCREASE PRINCIPAL DEBT."

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JEFF P. GARRETT and CHARLOTTE A. GARRETT, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 23rd day of ~~November~~, ~~1990~~ 1991.

My Commission Expires: 3-27-93

Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared ALTON E. BROWN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Senior Vice President of FIDELITY FEDERAL BANK, a Federal Savings Bank, the within named bargainor, a banking institution, and that he as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the banking institution by himself as such officer.

Witness my hand and official seal at Nashville, Tennessee, this the 19th day of November, 1990.

My Commission Expires: 3/03/92

Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named WILLIAM L. ROSENBERG, Successor Trustee, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 19th day of November, 1990.

My Commission Expires: 3/03/92

Notary Public

Loan #320093-8

EXHIBIT "A"

BOOK 8280 PAGE 605

State of Tennessee

Deed of Trust Note

FHA Case No.
483-1428643-729

$ 89,994.00

Nashville, Tennessee
February 29, 19 88

For Value Received, the undersigned promise(s) to pay to Fidelity Federal Savings & Loan Association of Tennessee or order, the principal sum of EIGHTY NINE THOUSAND NINE HUNDRED NINETY FOUR AND 00/100---------- Dollars ($ 89,994.00), with interest from date at the rate of Eight per centum (8.000 %) per annum* on the unpaid balance until paid. The said principal and interest shall be payable at the office of Fidelity Federal Savings & Loan Association of Tennessee, in 401 Union Street, Nashville, Tennessee 37219 or at such other place as the holder may designate in writing, in monthly installments of SIX HUNDRED SIXTY AND 34/100---------- Dollars ($ 660.34), commencing on the first day of April, 19 88, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 20 18.

If default be made in the payment of any installment under this note, and if the default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable, without notice, at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default in the payment of this note, and if the note is collected by an attorney at law, the undersigned agree(s) to pay all costs of collection, including a reasonable attorney's fee.

The maker(s) and endorsers severally waive presentment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this note, and expressly agree that this note, or any payment thereunder, may be extended from time to time without in any way affecting the liability of the maker(s) and endorser(s) hereof.

** This note is secured by a Deed of Trust of even date herewith duly recorded in the Register's Office, County of Davidson, State of Tennessee, conveying real estate located in said county.

Daniel S. Query

Daniel S. Query

**SEE ADJUSTABLE RATE ALLONGE AMENDING NOTE ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS, COVENANTS AND CONDITIONS OF THIS NOTE, INCLUDING, WITHOUT LIMITATION, PROVISIONS FOR ADJUSTING THE INTEREST RATE AND MONTHLY PAYMENTS.

(INITIALS DQ.)

RECORDER'S MEMO
Legibility of writing, typing or printing in this document unsatisfactory when received

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

Form HUD 99179 Dated (7-79) May Be Used Until Supply Exhausted
15-331

HUD-99179 (7-79 Edition)
Reprinted 3-86

For use only with an Adjustable Rate Mortgage, Deed of Trust or Security Deed Insured under Section 203(b) 203(k) (first lien only) or 234(c) of the National Housing Act, using the Margin method.

FHA ADJUSTABLE RATE ALLONGE AMENDING NOTE

THIS ADJUSTABLE RATE ALLONGE is an AMENDMENT made this 29th day of February, 19 88, and is incorporated into and shall be deemed to amend and supplement the Note ("Note"), of even date herewith, given by the undersigned ("Borrower") to evidence Borrower's indebtedness to Fidelity Federal Savings & Loan* ("Holder"), which indebtedness is secured by that certain Mortgage, Deed of Trust or Security Agreement ("Mortgage"), of even date herewith, covering the premises described in the Mortgage and located at 3008 Owendale Drive, Antioch, Tennessee 37013

Notwithstanding anything to the contrary set forth in the Note, Borrower hereby agrees to the following:

1. The interest rate stated in the Note, of Eight / per centum (8 %) per annum ("Initial Interest Rate"), is subject to change as hereinafter provided. Borrower promises to pay, on the unpaid principal amount, interest at the rate in effect from time to time, as adjusted in accordance with the provisions of this Amendment, in monthly installments of principal and interest as provided in Paragraph 4. When the interest rate changes, the equal monthly installments of principal and interest also will be adjusted, as hereinafter provided, so that each installment will be in an amount necessary to fully amortize the unpaid principal balance of the Note, at the new adjusted interest rate, over the remaining term of the Note. Borrower agrees to pay to the order of Holder the amount of all such adjusted monthly installments, provided that Borrower is notified of such adjustments as hereinafter required.

2. The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of April, 19 89 (which date will not be less than twelve months nor more than eighteen months from the due date of the first installment payment under the Note), and thereafter each adjustment to the interest rate will be made effective on that day of each succeeding year during the term of the Note ("Change Date").

3. Each adjustment to the interest rate will be made based upon the following method of employing the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index"; the Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15(519)). As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the amount of the new adjusted interest rate, if any, as follows:

   (a) The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").

   (b) Two & Three-Quarters / percentage points (2.75 %; the "Margin") will be added to the Current Index and the sum of this addition will be rounded to the nearest one-eighth of one percentage point (0.125%). The rounded sum, of the Margin plus the Current Index, will be called the "Calculated Interest Rate" for each Change Date.

   (c) The Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as follows:

      (i) If the Calculated Interest Rate is the same as the Existing Interest Rate, the interest rate will not change.

      (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate will be equal to the Calculated Interest Rate (subject to the maximum allowable change over the term of the Note of five percentage points, in either direction, from the Initial Interest Rate, herein called the "5% Cap").

      (iii) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point higher than the Existing Interest Rate (subject to the 5% Cap).

      (iv) If the Calculated Interest Rate is less than the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will equal to one percentage point less than the Existing Interest Rate (subject to the 5% Cap).

   (d) Notwithstanding anything contained in this Amendment, in no event will any new adjusted interest rate be more than five percentage (5%) points higher or lower than the initial Interest Rate. If any increase or decrease in the Existing Interest Rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable, than the Initial Interest Rate.

*Association of Tennessee

(e) Holder will perform the functions required under Subparagraphs 3(a), (b) and (c) to determine the amount of the new adjusted interest rate, if any. Any such new adjusted interest rate will become effective on the Change Date and thereafter will be deemed to be the Existing Interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is adjusted.

(f) The method set forth in this Paragraph 3 of this Amendment, for determining whether or not an adjustment must be made to the Existing Interest Rate incorporates the effects of the provisions of 24 CFR 203.49(e)(1) and 234.79(e)(1) which require that changes in the Index in excess of one percentage point must be carried over for inclusion in adjustments to the Existing Interest Rate in subsequent years.

(g) If the Index is no longer available, Holder will be required to use any index prescribed by the Department of Housing and Urban Development. Holder will notify Borrower in writing of any such substitute index (giving all necessary information for Borrower to obtain such index) and after the date of such notice the substitute index will be deemed to be the Index hereunder.

4. (a) If the Existing Interest Rate changes on any Change Date, Holder will recalculate the monthly installment payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date, the unpaid principal balance (which unpaid principal balance will be deemed to be the amount due on such Change Date assuming there has been no default in any payment on the Note but that all prepayments on the Note have been taken into account), at the new Existing Interest Rate, in equal monthly payments. On or before the Change Date, Holder will give Borrower written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of the monthly installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the Change Date, (iv) the amount of the adjusted monthly installment payments, calculated as provided above, (v) the Current Index, (vi) the method of calculating the adjustment to the monthly installment payments, and (vii) any other information which may be required by law from time to time.

(b) Borrower agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs at least thirty (30) days after Holder has given the Adjustment Notice to Borrower. Borrower will continue to pay the adjusted monthly installment amount set forth in the last Adjustment Notice given by Holder to Borrower until the first payment date which occurs at least thirty (30) days after Holder has given a further Adjustment Notice to Borrower. Notwithstanding anything to the contrary contained in this Amendment or the Note, Borrower will be relieved of any obligation to pay, and Holder will have forfeited its right to collect, any increase in the monthly installment amount (caused by the recalculation of such amount under Subparagraph 4(a)) for any payment date occurring less than thirty (30) days before Holder has given the applicable Adjustment Notice to Borrower.

(c) Notwithstanding anything contained in this Amendment, in the event that (i) the Existing Interest Rate was reduced on a Change Date, and (ii) Holder failed to give the Adjustment Notice when required, and (iii) Borrower has, consequently, made any monthly installment payments in excess of the amount which would have been set forth in such Adjustment Notice ("Excess Payments"), then Borrower, at Borrower's sole option, may either (1) demand the return from Holder (who for the purposes of this sentence will be deemed to be the holder, or holders, who received such Excess Payments, whether or not any such holder subsequently assigned the Note and Mortgage) of all or any portion of such Excess Payments, with interest thereon at a rate equal to the Index on the Change Date when the Existing Interest Rate was so reduced, from the date each such Excess Payment was made by Borrower to repayment, or (2) request that all or any portion of such Excess Payments, together with all interest thereon calculated as provided above, be applied as payments against principal.

5. Nothing contained in this Amendment will permit the Holder to accomplish an interest rate adjustment through an increase (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through adjustment to Borrower's monthly installment payments of principal and interest, as provided for herein.

6. If more than one person has signed the Note and this Amendment, each person is jointly and severally liable for all of the obligations under the Note as modified by this Amendment and, therefore, each person is fully and personally obligated to fulfill all of the promises made in the Note and this Amendment, including, without limitation, payment of the entire amount owed (except as provided under Subparagraph 4(b)).

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Amendment.

Daniel S. Avery (Seal)
Mortgagor

(Seal)
Mortgagor

15-316 (10/87)

881137

IDENTIF. TREFERENCE

JAN 24 9 50 AM '91

FELIX Z. WILSON Register
DAVIDSON COUNTY TN.

Loan #320093-8

BOOK 79 PAGE 436

State of Tennessee
4712

Deed of Trust

FHA Case No.
483-1428643-729

This Indenture, Made and entered into this 29th day of February, 1988, by and between Daniel S. Query, unmarried party of the first part, Vaden Lackey, Jr. Trustee(s), party of the second part, and Fidelity Federal Savings & Loan Association of Tennessee

a corporation, organized and existing under the laws of the United States of America having its principal office and post-office address at 401 Union Street, Nashville, Tennessee 37219 party of the third part,

BOOK 8280 PAGE 608

Witnesseth, That the party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and the sum of One Dollar ($1.00) to him in hand paid, the receipt of which is hereby acknowledged, does by these presents, sell, transfer, and convey unto the party of the second part, his successors in trust, and assigns, forever, the following-described land situated in * County of Davidson, and State of Tennessee, to wit: *Antioch,

Land in Davidson County, Tennessee, being Lot No. 211 on the Plan of Forest View Park, Section VII, as of record in Book 6900, page 162, amended in Book 7430, page 753, said Register's Office.

Said Lot No. 211 fronts 60.00 feet on the northeast margin of Owendale Drive and fronts 75.24 feet on the southeast margin of Calais Circle, said frontages being joined by a curve having a distance of 39.27 feet, and runs back 79.76 feet on the northeast line and 100.00 feet on the southeast line to a point of intersection.

Being the same property conveyed to Daniel S. Query, unmarried by deed from Fox Ridge Company, a Limited Partnership, of record in Book 7429, page 433, said Register's Office.

FEB 29 2 32 PM '88
ELVA J. WILSON REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

08527

To Have And To Hold the same to the party of the second part, his successors in trust, and assigns, forever.

And the party of the first part covenants with the party of the second part, his successors in trust, and assigns, that he is lawfully seized in fee of said premises, that the same are free and clear of all taxes, liens, and encumbrances whatsoever, that he has good right, full power and lawful authority to convey the same, and that he will warrant and forever defend the title thereto against the lawful claims of any and all persons whomsoever.

This conveyance is made in trust, however, to secure the payment of the principal sum of EIGHTY NINE THOUSAND NINE HUNDRED NINETY FOUR AND 00/100---------- Dollars ($****89,994.00), evidenced by a promissory note* of even date herewith, executed by party of the first part to party of the third part, with interest from date at the rate set forth in said note on the unpaid balance until paid. The said principal and interest shall be payable at the office of Fidelity Federal Savings & Loan Association of Tennessee

401 Union Street in Nashville, Tennessee 37219

, or at such other place as the holder of the note may designate in writing in monthly installments of SIX HUNDRED SIXTY AND 34/100---------- Dollars ($*******660.34)* commencing on the first day of April, 19 88 and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 2018.

*SEE ADJUSTABLE RATE RIDER (INITIALS DQ.)

This form is used in connection with mortgages insured under the one- to four- family programs of the National Housing Act which requires a One-Time Mortgage Insurance Premium payment including sections 203 (b), (i) and (n) in accordance with the regulations for those programs.

The party of the first part, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay the indebtedness as herein provided. Privilege is reserved to pay the debt, in whole or in part, on any installment due date.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the party of the third part, on the first day of each month until the note is fully paid in the following sums:

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the party of the third part) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the party of the third part in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the party of the third part to the following items in the order set forth:
(i) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
(ii) interest on the note secured hereby;
(iii) amortization of the principal of said note; and
(iv) late charges.

Any deficiency in the amount of such aggregate monthly payments shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The party of the third part may collect a "late charge" not to exceed four (4¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the party of the first part under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the party of the third part for ground rents, taxes and assessments or insurance premiums, as the case may be such excess, if the loan is current, at the option of the party of the first part, shall be credited on subsequent payments to be made by the party of the first part, or refunded to the party of the first part. If, however, the monthly payments made by the party of the first part under (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the party of the third part any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the party of the first part shall tender to the party of the third part, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the party of the third part shall in computing the amount of such indebtedness, credit to the account of the party of the first part any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the party of the third part acquires the property otherwise after default he shall apply, at the time of the commencement of such proceedings, or at the same time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit charge against the amount of principal then remaining unpaid under the note secured hereby.

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, and ground rents, whether levied or assessed upon the premises secured hereby or upon the interest of the third party therein, for which provision has not been made hereinbefore, and that he will promptly deliver the official receipts therefor to the party of the third part, and in default thereof the party of the third part shall have the right to pay the same. If the party of the first part shall fail to pay any fire or other hazard insurance premiums, or shall fail to pay for any necessary repairs, the party of the third part shall have the right to pay the same, and all sums so advanced shall be secured hereby and shall bear interest at the rate set forth in the note secured hereby from the date when paid. The party of the third part may also pay any other sum that is necessary to protect the security of this instrument. All such sums, as well as the costs paid by the party of the third part pursuant to this instrument, shall be secured hereby and shall bear interest at the rate set forth in the note secured hereby from the date when any such sums are paid.

5. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the party of the third part against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the party of the third part and will pay promptly when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the party of the third part and the policies and renewals thereof shall be held by the party of the third part and have attached thereto loss payable clauses in favor of and in form acceptable to the party of the third part. In event of loss he will give immediate notice by mail to the party of the third part, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the party of the third part instead of to the party of the first part and the party of the third part jointly, and the insurance proceeds, or any part thereof, may be applied by the party of the third part at its option either to the reduction of indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration of such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the party of the first part to the party of the third part and shall be paid forthwith to the party of the third part to be applied by it on account of the indebtedness secured hereby, whether due or not.

Xerographic Copies Made for Recording in this Register of Deeds Office When Requested

secured hereby, whether due or not.

7. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

8. That if either the party of the second part or the party of the third part shall become a party to any suit or proceeding at law or in equity in reference to its interest in the premises herein conveyed, the reasonable costs, charges and attorney's fees in such suit or proceeding shall be added to the principal sum then owing by the party of the first part and shall be secured by this instrument.

9. That should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty (60 days time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the third part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the mortgagee when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

Now, Therefore, if the party of the first part shall well and truly perform all the terms and conditions of this Deed of Trust, and of the note secured hereby, then this conveyance shall be null and void, and shall be released or satisfied at the cost and request of the party of the first part. If, however, there shall be a default under this Deed of Trust, or under the note secured hereby for 30 days, then all sums owing by the party of the first part to the party of the third part under this Deed of Trust, or under the note secured hereby, shall immediately become due and payable at the option of the party of the third part, and the party of the second part is hereby empowered and authorized, after first advertising for 21 days by 3 weekly notices, giving notice of the time, place and terms of sale, in some newspaper published in the County of Davidson

State of Tennessee, to sell the property at public outcry to the highest and best bidder for cash in bar of all equities of redemption, the statutory right of redemption, homestead, dower, and all other rights or exemptions of every kind, all of which are hereby expressly waived. The parties in interest hereby waive the necessity of the party of the second part making oath, filing inventory, or giving bond as security for the execution of this trust, as required by the laws of Tennessee.

Upon such sale, the party of the second part is hereby authorized to execute and deliver a deed of conveyance in fee of said property to the purchaser thereof, and to place the purchaser in quiet and peaceful possession of the property. The party of the first part agrees that in case of any sale under this Deed of Trust he will at once surrender possession of the property, and will from that moment become and be a tenant at the will of the purchaser, and be removable by process, such as forcible and unlawful detainer, hereby agreeing to pay to the purchaser the reasonable rental value of the property after such sale.

The proceeds of any sale under this Deed of Trust shall be applied by the party of the second part as follows: First, to pay the costs and expenses of executing this trust, and any and all sums expended on account of costs of litigation, attorney's fees, ground rents, taxes, insurance premiums, or any advances made or expenses incurred on account of the property sold, with interest thereon; second, to retain as compensation, a commission of one percentum (1%) on the gross amount of the sale; third, to pay off the debt secured hereby, including accrued interest thereon, as well as any other sums owing to the party of the third part by the party of the first part, pursuant to this instrument; and last, to pay the balance, if any, to the party of the first part upon delivery and surrender to the purchaser of possession of the property sold, less the expense, if any, of obtaining possession.

The party of the third part, its assigns or any holder of the note, secured by this Deed of Trust may at any time, with or without cause, and at his pleasure and without notice either to the Trustee or Vendor, remove the Trustee herein named and may appoint his successor by an instrument in writing which shall be recorded in the Register's office of the county in which the property is located, and the Successor Trustee so appointed shall succeed to all the rights, titles, and powers and be subject to all of the same obligations and duties, waivers and immunities, conferred upon the Trustee herein named, and no resignation, evidence of inability, or failure to function or evidence of absence or death of the Trustee herein named shall be required, and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid.

It is a condition of this conveyance that the party of the first part shall retain possession of the property conveyed until there is a default under this Deed of Trust, or under the note secured hereby; after such default, the party of the second part, or the party of the third part, shall have the right to collect the rents, issues, and profits of the property. In the event of such default, the party of the second part in addition to the power of sale as provided above, shall have the right to proceed in a court of equity to foreclose this Deed of Trust and shall be entitled to the appointment of a receiver to collect the rents, issues, and profits of the property, pending such sale.

And I, , wife of the above named , for the consideration aforesaid, do hereby unite in this deed and agree to all the stipulations and provisions hereof, and grant, bargain, sell and convey unto the party of the second part, his successors, heirs or assigns, all right, title, claim and interest of every kind, character and description whatsoever that I now have or may hereafter acquire as homestead, dower, equity of redemption or otherwise in and to the property herein conveyed.

The covenents herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**SEE ADJUSTABLE RATE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS, COVENANTS, AND CONDITIONS OF THIS DEED OF TRUST.
(INITIALS DQ.)

BOOK 7479 PAGE 439

** In Witness Whereof, the part Y of the first part has XXX hereunto set his hand(s) on the day and year first above written.

Daniel S. Query

Signed, sealed and delivered in the presence of:

BOOK 8280 PAGE 611

State of Tennessee

County of Davidson

On this 29th day of February ,19 88, before me personnally appeared Daniel S. Query, unmarried

to me known to be the person described in and, (or proved to me on the basis of satisfactory evidence) who executed the foregoing instrument, and who acknowledged the execution of same to be his free act and deed.

In Witness Whereof I have hereunto set my hand and notarial seal.

Notary Public.

My commision expires July 9, 1990

Hold for Registration ,19 , at o'clock m., and noted in

Note Book No. , Page , and recorded , 19 ,

in Record Book No. ,Page

Fee Paid

Register

By ,D.R.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $ 89,994.00.

This instrument was prepared by:
Denney, Lackey & Chernau
218 Third Avenue, North
Nashville, Tennessee 37219

BOOK 7479 PAGE 448

BOOK 8280 PAGE 612

DEED OF TRUST RIDER

This Rider is a part of and incorporated into the Deed of Trust dated the 29th day of February, 1988 made and entered into by Daniel S. Query, unmarried, party of the first part, Vaden Lackey, Jr., Trustee, party of the second part, and Fidelity Federal Savings & Loan Association of Tennessee, party of the third part.

The Deed of Trust is amended to add the following:

"The party of the third part, the mortgagee, its successors or assigns, shall with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this Deed of Trust to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent, or operation of law by the party of the first part, the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this Deed of Trust or not later than 24 months after the date of a prior transfer of the property subject to this Deed of Trust, to a purchaser, assignor or successor whose credit has not been approved in accordance with the requirements of the Commissioner."

Daniel S. Query

Daniel S. Query

For use only with an Adjustable Rate Mortgage, Deed of Trust or Security Deed Insured under Section 203(b) 203(k) (first lien only) or 234(c) of the National Housing Act, using the Margin method.

BOOK 7479 PAGE 441

FHA ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 29th day of February, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage"), of even date herewith, given by the undersigned ("Mortgagor") to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith, to Fidelity Federal Savings & Loan* ("Mortgagee"), covering the premises described in the Mortgage and located at 3008 Owendale Drive, Antioch, Tennessee 37013

Notwithstanding anything to the contrary set forth in the Mortgage, Mortgagor and Mortgagee hereby agree to the following:

BOOK 8280 PAGE 613

1. Under the Note, the initial stated interest rate of Eight per centum (8 %) per annum ("Initial Interest Rate") on the unpaid principal balance is subject to change, as hereinafter described. When the interest rate changes, the equal monthly installments of principal and interest also will be adjusted, as hereinafter provided, so that each installment will be in an amount necessary to fully amortize the unpaid principal balance of the Note, at the new adjusted interest rate, over the remaining term of the Note.

2. The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of April, 1989 (which date will not be less than twelve months nor more than eighteen months from the due date of the first installment payment under the Note), and thereafter each adjustment to the interest rate will be made effective on that day of each succeeding year during the term of the Mortgage ("Change Date").

3. Each adjustment to the interest rate will be made based upon the following method of employing the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index"; the Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15 (519)). As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the amount of the new adjusted interest rate, if any, as follows:

   (a) The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").

   (b) Two & Three-Quarters percentage points (2.75 %; the "Margin") will be added to the Current Index and the sum of this addition will be rounded to the nearest one-eighth of one percentage point (0.125%). The rounded sum, of the Margin plus the Current Index, will be called the "Calculated Interest Rate" for each Change Date.

   (c) The Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as follows:

      (i) If the Calculated Interest Rate is the same as the Existing Interest Rate, the interest rate will not change.

      (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate will be equal to the Calculated Interest Rate (subject to the maximum allowable change over the term of the Mortgage of five percentage points, in either direction, from the Initial Interest Rate, herein called the "5% Cap").

      (iii) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point higher than the Existing Interest Rate (subject to the 5% Cap).

      (iv) If the Calculated Interest Rate is less than the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point less than the Existing Interest Rate (subject to the 5% Cap).

   (d) Notwithstanding anything contained in this Adjustable Rate Rider, in no event will any new adjusted interest rate be more than five percentage (5%) points higher or lower than the Initial Interest Rate. If any increase or decrease in the Existing Interest Rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable, than the Initial Interest Rate.

   (e) Mortgagee will perform the functions required under Subparagraphs 3(a), (b) and (c) to determine the amount of the new adjusted rate, if any. Any such new adjusted interest rate will become effective on the Change Date and thereafter will be deemed to be the Existing Interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is adjusted.

*Association of Tennessee

15-315 (8/87)

(f) The method set forth in this Paragraph 3 of this Adjustable Rate Rider, for determining whether or not an adjustment must be made to the Existing Interest Rate incorporates the effects of the provisions of 24 CFR 203.49(e)(1) and 234.79(e)(1) which require that changes in the Index in excess of one percentage point must be carried over for inclusion in adjustments to the Existing Interest Rate in subsequent years.

(g) If the Index is no longer available, Mortgagee will be required to use any index prescribed by the Department of Housing and Urban Development. Mortgagee will notify Mortgagor in writing of any such substitute index (giving all necessary information for Mortgagor to obtain such index) and after the date of such notice the substitute index will be deemed to be the Index hereunder.

4. (a) If the Existing Interest Rate changes on any Change Date, Mortgagee will recalculate the monthly installment payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date, the unpaid principal balance (which unpaid principal balance will be deemed to be the amount due on such Change Date assuming there has been no default in any payment on the Note but that all prepayments on the Note have been taken into account), at the new Existing Interest Rate, in equal monthly payments. On or before the Change Date, Mortgagee will give Mortgagor written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of the monthly installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the Change Date, (iv) the amount of the adjusted monthly installment payments, calculated as provided above, (v) the Current Index, (vi) the method of calculating the adjustment to the monthly installment payments, and (vii) any other information which may be required by law from time to time.

(b) Mortgagor agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs at least thirty (30) days after Mortgagee has given the Adjustment Notice to Mortgagor. Mortgagor will continue to pay the adjusted monthly installment amount set forth in the last Adjustment Notice given by Mortgagee to Mortgagor until the first payment date which occurs at least thirty (30) days after Mortgagee has given a further Adjustment Notice to Mortgagor. Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgagor will be relieved of any obligation to pay, and Mortgagee will have forfeited its right to collect, any increase in the monthly installment amount (caused by the recalculation of such amount under Subparagraph 4(a)) for any payment date occurring less than thirty (30) days after Mortgagee has given the applicable Adjustment Notice to Mortgagor.

(c) Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the Existing Interest Rate was reduced on a Change Date, and (ii) Mortgagee failed give the Adjustment Notice when required, and (iii) Mortgagor, consequently, has made any monthly installment payments in excess of the amount which would have been set forth in such Adjustment Notice ("Excess Payments"), then Mortgagor, at Mortgagor's sole option, may either (1) demand the return from Mortgagee (who for the purposes of this sentence will be deemed to be the mortgagee, or mortgagees, who received such Excess Payments, whether or not any such mortgagee subsequently assigned the Mortgage) of all or any portion of such Excess Payments, with interest thereon at a rate equal to the Index on the Change Date when the Existing Interest Rate was so reduced, from the date each such Excess Payment was made by Mortgagor to repayment, or (2) request that all or any portion of such Excess Payments, together with all interest thereon calculated as provided above, be applied as payments against principal.

5. Nothing contained in this Adjustable Rate Rider will permit Mortgagee to accomplish an interest rate adjustment through an increase (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

David S. Avery (Seal)
Mortgagor

_____ (Seal)
Mortgagor

15-315 (8/87)

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 29th day of February, 19 88, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Fidelity Federal Savings & Loan Association of Tennessee (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3008 Owendale Drive, Antioch, Tennessee 37013 BOOK 8280 PAGE 615
(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Declaration of Covenants, etc. of record in Book 7079, page 472, amended in Book 7235, page 411, Register's Office for Davidson County, Tennessee, (the "Declaration"). The Property is a part of a planned unit development known as Forest View Park, Section 7
(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Daniel S. Query (Seal) -Borrower

Daniel S. Query

(Seal) -Borrower

#9-105
Revised 5/84

E X H I B I T "B"

ASSUMPTION AND MODIFICATION AGREEMENT

WITHOUT ~~XXXXXXX~~ RELEASE (ADJUSTABLE RATE NOTE)

BOOK 8280 PAGE 616

WHEREAS, Fidelity Federal Savings & Loan Association of Tennessee (hereinafter "Fidelity Federal") made a loan to Daniel S. Query (hereinafter "Sellers") in the original amount of $89,994.00 evidenced by a Note dated the 29th day of February, 1988, and secured by a Deed of Trust dated the 29th day of February, 1988, and recorded on the 29th day of February, 1988 in Book 7479, page 436, Register's Office for Davidson County, Tennessee, and

WHEREAS, Sellers have sold the secured property to the undersigned (hereinafter "Purchasers"), and the Purchasers desire to assume and agree to pay the said indebtedness and to perform all of the obligations contained in said Note and Deed of Trust, as modified herein, and Fidelity Federal is willing to consent to said transfer of title and assumption ~~and in releasing Sellers from the personal liability on the Note and Deed of Trust~~,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained. it is hereby agreed as follows:

1. Fidelity Federal does hereby consent to the sale and conveyance of the said premises by Seller to Purchasers

2. Purchasers do hereby assume and aqree tp pay the balance owing on the indebtedness evidenced by, and to perform all the covenants and agreements contained in, the Note and Deed of Trust, as modified herein, it being agreed and understood that, as of this date, the balance of the indebtedness amounts to $ 88,873.82.

3. Fidelity Federal Federal and Purchasers agree that the interest rate and payment terms hereafter shall be as follows:

(a) Beginning on the 1st day of April, 1989 Purchasers will pay interest at a yearly rate of 9.00 percent (the "Initial Interest Rate"). The rate of interest will change in accordance with Section 3(c) hereof.

(b) Purchasers will pay the principal and interest by making payments every month, and will make monthly payments on the 1st day of each month beginning on April 1, 19 89. Purchasers will make these payments every month until they have paid all of the principal and interest and any other charges they may owe under the Note. If, on March 1, 2018, Purchasers still owe amounts under the Note, they will pay those amounts in full on that date, which is called the "Maturity Date". The monthly payment will be in the amount of U. S. $ 719.90. This amount will change if the rate of interest that Purchasers must pay changes. Fidelity Federal, or the holder of the note, will determine the new rate of interest and the changed amount of the monthly payment in accordance with Section 3(c) hereof.

(c) (1) Beginning in 1990, the rate of interest Purchasers will pay may change on the 1st day of the month of April, and on that date every 12 months thereafter. Each date on which the rate of interest could change is called a "Change Date".

(2) Any changes in the rate of interest will be based on changes in the Index. The "Index" is [x] the weekly average yield on United States Treasury Securities adjusted to a constant maturity of One Year as made available by the Federal Reserve Board, or [ ] the "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" as made available by the Federal Home Loan Bank Board. If the Index is no longer available, Fidelity Federal or the holder of the Note will choose a new Index which is based upon comparable information, and will give Purchasers notice of this choice. The most recently available Index figure as of the date 30 days before each Change Date is called the "Current Index".

(3) Before each Change Date, the Note Holder will calculate my new interest rate by adding two & 75/100ths percentage points (2.75 %) to the Current Index. The sum will be my new interest rate. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay in full the principal I am expected to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

RECORDER'S MEMO
Legibility or Writing, Typing or Printing in this
Document Unsatisfactory When Received.

(4) The new rate of interest will become effective on each Change Date. Purchasers will pay the new amount of the monthly payment each month beginning on the first monthly payment date after the Change Date until the amount of the monthly payment is again changed or they have fully repaid the loan.

(5) Fidelity Federal or the holder willmail or deliver to Purchasers a notice of any changes in the amount of the monthly payment before the effective date of the change. The notice will include information required by law to be given them and also the title and telephone number of a person who will answer any question they may have regarding the notice.

(6) Purchasers have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When they make a prepayment, they must tell Fidelity Federal or the holder they are doing so. Purchasers may make a full prepayment or a partial prepayment without paying any penalty. Fidelity Federal or the holder will use all of the prepayments to reduce the amount of principal owed under the Note. If Purchasers make a partial prepayment, there will be no delays in the due dates of the monthly payments unless Fidelity Federal or the holder agrees in writing to those delays. A partial prepayment will reduce the amount of the monthly payments only after the first Change Date following such partial prepayment. However, any reduction due to a partial prepayment may be offset by an interest rate increase.

4. Unless applicable law requires a different method of giving notice, any notice that must be given to Purchasers under the Note will be given by delivering it or by mailing it by first class mail addressed to them at the property address shown on the Note, or at a different address if they give Fidelity Federal or the holder a notice of such different address. Any notice that must be given to Fidelity Federal or the Note holder under the Note will be given by mailing it first class to Fidelity Federal at the address stated in the Note, or at a different address if Purchasers are given a notice of that different address.

5. In addition, Purchasers agree to pay the sum of 79.10 dollars per month, estimated to be sufficient to pay taxes and insurance

on said property, which estimate may be revised by Fidelity Federal, making a total current payment of 799.00 dollars per month.

6. Fidelity Federal agrees that Sellers are released from any and all personal liability under the terms and provisions of said Note, Deed of Trust, or any amendments.

7. (a) Uniform Covenant 4 of the Deed of Trust is amended to read as follows:

Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforecement of the lien or forfeiture of the property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Deed of Trust.

If Lender determines that all or any part of the property is subject to a lien which may attain a priority over this Deed of Trust, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

(b) Uniform Covenant 14 of the Deed of Trust is amended to read as follows:

Notic Except for any notice quired under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing it by first class mail addressed to Borrower at the property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in the Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

(c) Uniform Covenant 15 is amended to read as follows:

Uniform mortgage; Governing Law; Severability. This form of Deed of Trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by federal law and the law of the jurisdiction in which the property is located. In the event that any provision or clause of the Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and Note are declared to be severable.

(d) Non-Uniform Covenant 21 of the Deed of Trust ("Future Advances") is deleted.

8. This assumption by the Purchasers is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto executed this instrument this 22nd day of March, 19 89.

× Daniel S. Avery

× Jeff P Garrett
Jeff P. Garrett

Charlotte A. Garrett
Charlotte A. Garrett

FIDELITY FEDERAL SAVINGS &
LOAN ASSOCIATION OF TENNESSEE

By: Judy Anderson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for the State and County aforesaid, the within named Jeff P. Garrett and Charlotte A. Garrett with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 22nd day of March, 19 89.

Lori Stephens
Notary Public Lori Stephens

My commission expires: 10-9-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, A Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged _____self to be the _____ of the within named Fidelity Federal Savings & Loan Association of Tennessee, a corporation, and that ____ as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ____self as such _____.

Witness my hand and seal at office the _____ day of _____, 19____.

_____
Notary Public

My commission expires: _____

Box 14

EXHIBIT "C"

BOOK 8235 PAGE 941

ADDRESS NEW OWNER:

Fidelity Federal Bank,a
Federal Savings Bank
401 Union Street
Nashville, Tennessee 37219

SEND TAX BILLS: MAP AND PARCEL NO.

Same. Map 150-9-A-57
Parcel 2DX-08157

BOOK 8280 PAGE 622

*This instrument prepared by:
Denney, Lackey & Chernau
13th Floor
Third National Financial Center
424 Church Street
Nashville, Tennessee 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $96,320.86.

William L. Rosenberg
Affiant

Subscribed and sworn to before me this 9th day of November, 1990.

Susan Calvert-Rosenberg
Notary Public
My Commission Expires: 7/3/92

7 1 8 4 7

IDENTIF. TREFERENCE

Nov 13 10 40 AM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

SUCCESSOR TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated February 29, 1988, of record in Book 7479, page 436, Register's Office for Davidson County, Tennessee, Daniel S. Query, unmarried conveyed the property hereinafter described to Vaden Lackey, Jr., Trustee, to secure the payment of the indebtedness therein mentioned and described; and

WHEREAS, default occurred in the payment of said indebtedness and in the performance of the other covenants and agreements contained in said Deed of Trust, and the Fidelity Federal Bank, a Federal Savings Bank, the lawful owner and holder of said indebtedness, having declared all of the unpaid installments due and payable, called upon the undersigned Trustee to exercise the power of sale conferred by said Deed of Trust, and to sell the hereinafter described property; and

WHEREAS, I, William L. Rosenberg, having been appointed Successor Trustee by instrument of record in Book 8211, page 981, said Register's Office, did give notice of the time and place of sale by publication in The Nashville Record, a newspaper published in Davidson County, Tennessee, for three consecutive weeks, one insertion of said advertisement appearing in each of the issues of said newspaper on October 18, October 25 and November 1, 1990, respectively; and

WHEREAS, pursuant to said notice, I, the undersigned, William L. Rosenberg, Successor Trustee, did offer said property for sale at public outcry, to the highest bidder for cash, free from the statutory right or equity of redemption and homestead, on November 9, 1990 at 12:10 p.m., at the Main door of the County Courthouse in Davidson County, Tennessee; and

WHEREAS, at said sale, Fidelity Federal Bank, a Federal Savings Bank was the highest and best bidder, the amount of its bid being in the sum of Ninety Six Thousand Three Hundred Twenty and 86/100ths ($96,320.86) Dollars, and the Fidelity Federal Bank, a Federal Savings Bank, being the holder of the indebtedness secured by said Deed of Trust, and the beneficiary of said sale, and its indebtedness together with expenses of said sale amounting to more than said bid, accordingly it is not required to pay any cash to the said Trustee;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES:

I, William L. Rosenberg, Successor Trustee under the said Deed of Trust of record in Book 7479, page 436, Register's Office for said County, do hereby transfer, assign, and convey unto the said Fidelity Federal Bank, a Federal Savings Bank its successors and assigns, all of the right, title and interest in and to the real property described below that is vested in me, and which I have a right to transfer, in as full and ample a manner as I, as Trustee under said Deed of Trust, can or should do but no further or otherwise.

Land in Davidson County, Tennessee, being Lot No. 211 on the Plan of Forest View Park, Section VII, as of record in Book 6900, page 162, amended in Book 7430, page 753, said Register's Office.

Said Lot No. 211 fronts 60.00 feet on the northeast margin of Owendale Drive and fronts 75.24 feet on the southeast margin of Calais Circle, said frontages being joined by a curve having a distance of 39.27 feet, and runs back 79.76 feet on the northeast line and 100.00 feet on the southeast line to a point of intersection.

Being the same property conveyed to Jeff P. Garrett and Charlotte A. Garrett as joint tenants with right of survivorship by deed from Daniel S. Query and wife, Jeanne A. Query of record in Book 7798, page 516, Register's Office of Davidson County, Tennessee.

This is improved property known as 3008 Owendale Drive
Antioch, Tennessee 37013

This conveyance is made subject to any unpaid taxes; the plan of record in Book 6900, page 162 and amended in Book 7430, page 753, Register's Office for Davidson County, Tennessee; Declaration of Covenants of record in Book 7079, page 472 and amended in Book 7235, page 411, said Register's Office; easement granted to Tennessee Power Company of record in Book 437, page 21, said Register's Office; Easement granted to Gulf Interstate Gas Company of record in Book 2244, page 13, said Register's Office; Right-of-way Agreement granted to Columbia Gulf Transmission Co. in Book 3463, page 126, said Register's Office; Easement acquired by Colonial Pipeline Co. of record in Book 3852, page 679, said Register's Office; Right-of-way Easement of record in Book 4607, page 484, said Register's Office; and all other restrictions, encumbrances or liens of any nature.

TO HAVE AND TO HOLD said tract of land, together with all the appurtenances, estate, title and interest thereto belonging to the said Fidelity Federal Bank, a Federal Savings Bank, its successors and assigns, forever.

IN WITNESS WHEREOF, the said William L. Rosenberg, Successor Trustee, has hereunto set his hand this 12th day of November, 1990.

William L. Rosenberg
Successor Trustee

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, Notary Public, William L. Rosenberg, Successor Trustee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 12th day of November, 1990.

My Commission Expires: 3/3/92

Susan Calvert Rosenberg
Notary Public