PAGE 1201 PG 927

RE-RECORD

AP# RESHA, JOSEPH BOOK 10140 PG 161 LN# 20328720

FHA ESCROW PAYMENTS RIDER

THIS ESCROW PAYMENTS RIDER is made this 28th day of March, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to SOUTHEASTERN MORTGAGE OF TENNESSEE, INC.

("Lender") of the same date and covering the property described in the Security Instrument and located at:

409 GOLDIE COURT, GOODLETTSVILLE, TN 37072
[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to amend Paragraph 2 of the Security Instrument, entitled "Monthly Payments of Taxes, Insurance and Other Charges." by substituting the text of the entire paragraph with the following:

2. Monthly Payments of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage or deficiency as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

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

X Joseph E. Resha (Seal)
JOSEPH E RESHA Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

1668 08/01 0101 03CHECK 20.00

OFF REC

LEGAL DESCRIPTION CONTINUATION

Being the same property conveyed to Issac H. Mills, II and Cynthia L. Clayton by deed from James I. Caldwell, III and David Wade, III, of record in Book 7591, page 914, Register's Office for Davidson County, Tennessee. The said Issac H. Mills, II and Cynthia L. Clayton having since married.

BOOK 10140 PG 164

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 Issac H. Mills, II and wife, Cynthia L. Clayton Mills

the bargainor s, 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 Goodlettsville, Tennessee, this 9th day of July, 1996.

Commission expires 11-27-99

Bertie Jo Whitaker
Notary Public

STATE OF TENNESSEE
COUNTY OF

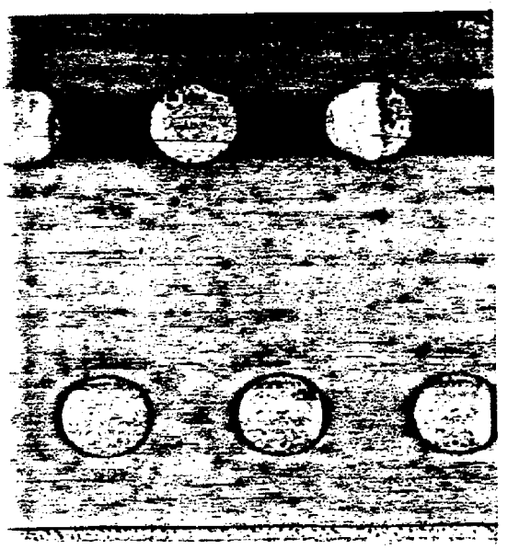
Before me, _____ a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon _____ oath(s) acknowledged _____ to be the _____ and _____ respectively of the _____ the within named bargainor, and corporation, and that _____ as such _____ and _____ being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____, and attesting the same by the said _____ as such _____.

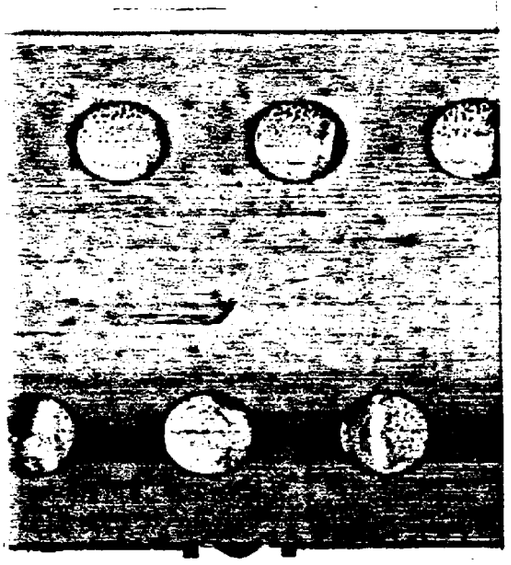
Witness my hand and official seal at office at _____ on this the _____ day of _____ 19____.

My commission expires _____

_____
Notary Public

0209535
IDENTIF. + REFERENCE
96 AUG -1 AM 10:06
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.
1669 08/01 0101 03CHECK 112.90





OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10140 PG 165

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 27000.00
				CON TX 99.90
				PRFEE 1.00
				WDEED 12.00
				TOTAL 112.90
				CHECK 112.90
			08/01/96 01	10:08 0001 1669

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0209535
IDENTIF. ↑ REFERENCE

96 AUG -1 AM 10:06
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1069253