THIS INSTRUMENT PREPARED BY:
K. Gabriel Heiser, Esq.
LAW OFFICES OF K. GABRIEL HEISER
155 Franklin Road, Suite 137
Brentwood, TN 37027

Davidson County DEEDWARR
Recvd: 02/15/02 10:59 7pgs
Fees:37.00 Taxes:0.00
20020215-0020191

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that CARL STANIFER and JO STANIFER, Grantors, for and in consideration of Ten Dollars ($10.00), cash in hand paid, together with other good, valuable, and satisfactory consideration, the receipt of all of which is hereby acknowledged, do hereby grant, bargain, convey, and transfer all of their right, title and interest in the property described below to CARL STANIFER and JO STANIFER, Trustees, or their successors in trust, under the STANIFER FAMILY LIVING TRUST, dated February 13, 2002. Said trust is a revocable living trust. Said real estate is located in Davidson County, Tennessee, and is more particularly described as follows, to-wit:

> Land in Davidson County, Tennessee, Being Unit No. 45 on the Plan of Townhomes of Fredericksburg Phase 1, Section 3, according to plat of record in Book 9700, page 534, to which plan reference is here made for a more complete description.
>
> Being the same property conveyed to CARL STANIFER and wife, JO STANIFER, by deed from Pulte Homes Tennessee Limited Partnership, a Nevada Limited partnership, by Randi L. Dalton, Closing Coordinator, dated February 17, 1999, of record in Book 11344, Page 895, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to the following: Declaration of Covenants, Conditions and Restrictions of record in Book 7798, page 843, Book 10126, page 435, and amended in Book 10224, page 683, Book 10294, page 850, Book 10628, page 517, Book 10694, page 541; By-Laws in Book 10126, page 489, amended in Book 10275, page 959, further amended in Book 10694, page 539; Corporate Charter of Townhomes of Fredericksburg Homeowners Association, Inc., in Book 10126, page 430; Easements in Book 7358, page 643, Book 7993, page 269, Book 7851, page 712, Book 9607, page 431, Book 9698, page 81, Book 9698, page 124, Book 10012, page 756; Subject to all matters shown on the Boundary Plan of record in Book 7900, page 509, The Open Space Plan of record in Book 7900, page 807, and the Plan of record in Book 9700, page 534, all in the Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to the following encumbrance: A Deed of Trust held by James D. Harris, Trustee for Premier Bank of Brentwood, and recorded as instrument number 200105180052038 in the Register's Office for Davidson County, Tennessee. (See Exhibit "A")

This is improved property known as 641 Old Hickory Boulevard #308, Brentwood, Tennessee 37027.

TO HAVE AND TO HOLD the same unto the Grantee and Grantee's successors and assigns forever; and Grantors hereby covenant to and with the Grantee and Grantee's successors and assigns that Grantors are lawfully seized and possessed of the above-granted premises in fee simple and have a good and lawful right to convey it, and the same is unencumbered, except as otherwise herein set forth, and subject to restrictive covenants of record and all liens and records of encumbrance. Grantors further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to said premises and every part and parcel thereof to the said Grantee against the lawful claims and demands of all persons whomsoever, except those claiming under the above-described encumbrances.

The liability and obligations of the Grantors to Grantee and Grantee's successors and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantors under a standard policy of title insurance. The limitations contained herein

expressly do not relieve Grantors of any liability or obligations under this instrument but merely define the scope, nature, and amount of such liability or obligations.

No abstract or survey furnished for preparation of this instrument. This description is the same used in the previous deed of record.

ANY TRUSTEES [OR ANY SUCCESSOR TRUSTEE(S)] TO HAVE the full power to sell, mortgage, rent, lease and convey or otherwise encumber, without the joinder or consent of any beneficiary, and without the purchaser, lender, mortgagee, tenant or transferee being required to see to the distribution and application of any proceeds of sale, loan or rent.

IN TESTIMONY WHEREOF, this instrument was executed on February 13, 2002.

CARL STANIFER

JO STANIFER

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, a Notary Public in and for said state and county, duly commissioned and qualified, personally appeared CARL STANIFER and JO STANIFER, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal on February 13, 2002.

NOTARY PUBLIC
My Commission expires:

PATRICIA A. GAFFNEY
NOTARY PUBLIC AT LARGE
WILLIAMSON CO., TENN.
MY COMM. EXP. 10/22/05

Property address:
641 Old Hickory Boulevard #308
Brentwood, TN 37027

Mail Tax Bills To:
CARL STANIFER
1011 Blakefield Drive
Brentwood, TN 37027

PARCEL I.D.
171-3-B-129

NOTE TO REGISTER OF DEEDS: This transfer is to a revocable living trust, and pursuant to T.C.A. § 67-4-409(a)(3)(F) such transfer is exempt from the recordation tax; further, pursuant to T.C.A. § 67-4-409(a)(5), no oath of value is required in such transaction.

EXHIBIT "A"

This document was prepared by (name and address) .....
PREMIER BANK OF BRENTWOOD, 5217 MARYLAND WAY, BRENTWOOD TN 37027
Grantor's source of title is: #8802373
.....
.....
The MAXIMUM PRINCIPAL INDEBTEDNESS for Tennessee Recording Tax Purposes is $143,400.00

State of Tennessee — Space Above This Line For Recording Data

OPEN END DEED OF TRUST (With Future Advance Clause)

☐ This Is A Construction Mortgage Within The Meaning Of Tenn. Code Ann. § 47-9-313(1)(c)
☐ This Is A Construction Refinance Mortgage Within The Meaning Of Tenn. Code Ann. § 47-9-313(6)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is MAY 2, 2001 and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: CARL STANIFER
A MARRIED PERSON
641 OLD HICKORY BLVD. #308
BRENTWOOD, TN 37027
SOCIAL SECURITY #: [redacted]-0839

JO STANIFER
A MARRIED PERSON
641 OLD HICKORY BLVD. #308
BRENTWOOD, TN 37027
SOCIAL SECURITY #: [redacted]-2040

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE: JAMES D. HARRIS
AN INDIVIDUAL
5217 MARYLAND WAY
BRENTWOOD, TN 37027
TAXPAYER I.D. #: 62-1649042

LENDER: PREMIER BANK OF BRENTWOOD
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE
5217 MARYLAND WAY
BRENTWOOD, TN 37027
TAXPAYER I.D. #: 62-1649042

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property: REFER TO EXHIBIT 'A' WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

The property is located in DAVIDSON (County) at
641 OLD HICKORY BLVD. #308 (Address), BRENTWOOD (City), Tennessee 37027 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed $ 143,400.00 . This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. **Notice: Pursuant to Tenn. Code Anno. § 47-28-105, Borrower may reduce the limit on the maximum amount of total principal indebtedness to be secured under this Deed of Trust. Borrower has a duty to return cash advance checks, credit cards and any other device to access the line of credit, after notice from the Lender, if Borrower terminates the line of credit by notice to the Lender, or after termination or suspension of the line of credit pursuant to the terms of the open end credit agreement secured by this Deed of Trust.**

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
   A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc. and to refer to it or incorporate it by reference.)*
   PROMISSORY NOTE OF EVEN DATE IN THE PRINCIPAL AMOUNT OF $143,400.00.

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B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

5. **DEED OF TRUST COVENANTS.** Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees to make all payments when due and to perform or comply with all covenants. Grantor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

Authority to Perform. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

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6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
8. **DEFAULT.** Grantor will be in default if any of the following occur:
Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.
Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.
Property. Any action or inaction by the Borrower or Grantor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Grantor fails to maintain required insurance on the Property; (b) Grantor transfers the Property; (c) Grantor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Grantor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Grantor dies; (f) if more than one Grantor, any Grantor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Grantor and subjects Grantor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.
Executive Officers. Any Borrower on any secured debt is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.
9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.
At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter.
If there is a default, Trustee shall at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public outcry of the Property to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.
Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed on conveyance shall be prima facie evidence of the facts set forth therein.
The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.
10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Grantor breaches any covenant in this Security Instrument, Grantor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released.
11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance" or "regulated substance" under any Environmental Law.
Grantor represents, warrants and agrees that:
    A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
    B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
    C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
    D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured

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Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.

14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
15. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
16. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
17. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all rights to homestead, curtesy and dower, appraisement, and the marshalling of liens and assets relating to the Property. In addition, equitable and statutory rights of redemption by Grantor after foreclosure sale are expressly waived to the extent not prohibited by law.
18. **OPEN END DEED OF TRUST.** This Deed of Trust is an "**OPEN END MORTGAGE**" as defined under Tenn. Code Anno. § 47-28-103. (This statute defines the term mortgage to include a deed of trust.) This Deed of Trust secures a revolving, open end, credit plan. The term for this open end credit plan is TEN YEARS ..... from today's date. (The term, including extensions, cannot exceed 20 years.) Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
19. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
20. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
[Check all applicable boxes]
☐ Assignment of Leases and Rents ☐ Other .....
21. ☐ **ADDITIONAL TERMS.**

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

X ..... X .....
(Signature) CARL STANIFER (Date) (Signature) JO STANIFER (Date)

ACKNOWLEDGMENT:

STATE OF TENNESSEE, COUNTY OF WILLIAMSON } ss.
Personally appeared before me, the notary named below, CARL STANIFER AND JO STANIFER .....
.....
with whom I am personally acquainted, and who acknowledged that THEY executed
(Individual) the within instrument for the purposes therein contained.
Witness my hand, at office, this 2ND day of MAY, 2001
My commission expires:
(Seal)
.....
(Notary Public)

Please return this document after recording to: PREMIER BANK OF BRENTWOOD, 5217 MARYLAND WAY, BRENT
Mail Tax Bills to: CARL V. STANIFER, 641 OLD HICKORY BLVD. #308, BRENTWOOD, TN 37027

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A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, Being Unit No. 45 on the Plan of Townhomes of Fredericksburg Phase 1, Section 3, according to plat of record in Book 9700, page 534, to which plan reference is here made for a more complete description.

BEING the same property conveyed to Carl Stanifer and wife, Jo Stanifer, by Warranty Deed from Pulte Homes Tennessee Limited Partnership, a Nevada limited partnership, by Randi L. Dalton, Closing Coordinator, dated February 17, 1999, recorded February 18, 1999, of record in Book 11344, page 895, Register's Office for Davidson County, Tennessee.

reg/74159-01