THIS INSTRUMENT PREPARED BY:
RICHARD B. MANER, P.C.
5775 Glenridge Drive
Building D, Suite 100
Atlanta, GA 30328

Davidson County DEEDTRS
Recvd: 03/06/07 12:39 22 pg
Fees:113.00 Taxes:329.63
20070306-0027580

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, Floyd L. Stone and Linda Sue Stone, by Deed of Trust (the "Deed of Trust") dated February 28, 1997, of record in Book 10376, Page 780, Register's Office for Davidson County, Tennessee, conveyed to Robert J. Turner, Trustee, the hereinafter described real property to secure the payment of a certain Promissory Note (the "Note") described in the Deed of Trust, which Note was payable to American Mortgage Source, as last transferred to JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as trustee for IMC Home Equity Loan Trust 1997-3 by assignment recorded in ** Instrument Number ____X____, Davidson County, Tennessee records, and

****BY ASSIGNMENT RECORDED SIMULTANEOUSLY HEREWITH**
20070306-0027579

WHEREAS, the undersigned was appointed Substitute Trustee by the owner and holder of the Note by an instrument of record in Instrument Number 20070126-0010685, said Register's Office; and

WHEREAS, default was made in the payment of the Note; and

WHEREAS, the owner and holder of the Note demanded that the Substitute Trustee foreclose the Deed of Trust; and

WHEREAS, pursuant to instructions of the owner and holder, the Substitute Trustee advertised said property for sale in accordance with the terms and provisions of the Deed of Trust, notices of the time and place of said sale having been published in The Nashville Record (newspaper) on January 25, 2007, February 1, 2007, and February 8, 2007; and

WHEREAS, the Substitute Trustee, as required by the terms of the Deed of Trust, offered said property for sale to the highest bidder for cash, at public outcry, at the Register of Deeds office at the corner of 5th and Broadway at the front entrance to Gaylord Entertainment Center in Nashville, Tennessee at 12:00 p.m. on February 22, 2007. And, JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as trustee for IMC Home Equity Loan Trust 1997-3, (hereinafter "Grantee") being the highest and best bidder thereof, became the purchaser of said property for the sum of Eighty Nine Thousand Eighty Eight Dollars And Fifty Six Cents Dollars ($89,088.56).

NOW, THEREFORE, Mantenn, LLC in its capacity as Substitute Trustee, and not otherwise, for and in consideration of the premises and the payment of the sum stated above, the receipt of which is hereby acknowledged, hereby transfers and conveys to the Grantee, his/her/its heirs, representatives, successors, and assigns, certain real property located in Davidson County, Tennessee, more particularly

Our File # FC06-727
Loan # 3005291723

described as follows:

Being Lot No. 138 on the Map of Neill S. Brown's Addition to East Nashville, of record in Book 57, Page 50, Register's Office for Davidson County.

Said Lot No. 138 fronts 50 feet on the westerly side of Neill Avenue and runs back between parallel lines 170 feet to an alley.

Being the same property conveyed to Floyd L. Stone and wife, Linda Sue Stone by deed from Robert Wm. Stone, a widower of record in Book 6444, Page 974, Register's Office for said county.

Further, the aforesaid property is conveyed specifically subject to the right of the United States to redeem the property, as provided in 26 US.C. § 7425 (d) (l) and arising as a result of its Notice of Federal Tax Lien, of record in Instrument Number 20040310-0027699, Instrument Number 20050726-0086706, and Instrument Number 20060918-0115484, Register's Office for Davidson County, Tennessee. Attached hereto as Exhibit A is a copy of the notice of sale provided to the United States, together with a copy of the written response of the United States to such notice.

TO HAVE AND TO HOLD the aforesaid property free from all such legal, equitable, and statutory rights of redemption, exemptions of homestead, rights by virtue of marriage, and all other exemptions of every kind, all of which were waived in the Deed of Trust, in as full and complete manner as the undersigned, in his/her capacity as Substitute Trustee, and not otherwise, has the power to convey the same.

Mantenn, LLC, as Substitute Trustee, and not otherwise, warrants the title to said property to the Grantee, his/her/its heirs, representatives, successors, and assigns against the lawful claims of all persons claiming by, through or under him, but not otherwise.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 2nd day of March, 2007.

Mantenn, LLC

By: _____

Richard B. Maner

Title: Member

Our File # FC06-727
Loan # 3005291723

ACKNOWLEDGMENT

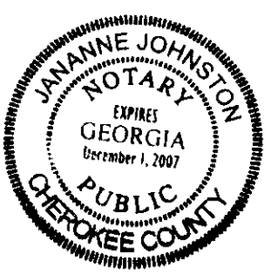
STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned authority, a Notary Public of the State of Georgia and County of Cherokee, personally appeared Richard B. Maner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an officer of Mantenn, LLC, the within named bargainor, a limited liability company, and that such officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as member.

WITNESS my hand and official seal at office, this 2nd day of March, 2007.

Jananne Johnston
Notary Public

My Commission expires:



Our File # FC06-727
Loan # 3005291723

FORM FOR OATH

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $89,088.56.

Jennifer James
Affiant

Subscribed and sworn to before me this 2nd day of March, 2007.

Jananne Johnston
Notary Public

JANANNE JOHNSTON NOTARY PUBLIC GEORGIA CHEROKEE COUNTY EXPIRES December 1, 2007

My commission expires:

PROPERTY ADDRESS:
116 Neill Avenue
Nashville, TN 37206

ADDRESS NEW OWNER:
JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank),
as trustee for IMC Home Equity Loan Trust 1997-3
c/o Select Portfolio Servicing, Inc.
3815 South West Temple
Salt Lake City, UT 84115

SEND TAX BILLS TO:
Select Portfolio Servicing, Inc.
3815 South West Temple
Salt Lake City, UT 84115

TAX I.D. NUMBER:
082.12-0-044

Our File # FC06-727
Loan # 3005291723

Exhibit A

Track Shipments
Detailed Results

Quick Help

Tracking number	798588206195	**Reference**	F05-504
Signed for by	S.HARRIS	**Destination**	Nashville, TN
Ship date	Jan 18, 2007	**Delivered to**	Receptionist/Front Desk
Delivery date	Jan 19, 2007 11:11 AM	**Service type**	Standard Envelope
		Weight	0.5 lbs.
Status	Delivered		

Date/Time		Activity	Location	Details
Jan 19, 2007	11:11 AM	**Delivered**	Nashville, TN	
	7:22 AM	On FedEx vehicle for delivery	NASHVILLE, TN	
	7:03 AM	At local FedEx facility	NASHVILLE, TN	
	4:30 AM	Departed FedEx location	MEMPHIS, TN	
Jan 18, 2007	9:21 PM	Left origin	ATLANTA, GA	
	6:02 PM	Picked up	ATLANTA, GA	
	1:31 PM	Package data transmitted to FedEx		

Signature proof | E-mail results | Track more shipments

Subscribe to tracking updates (optional)

Your Name: **Your E-mail Address:**

E-mail address	**Language**	**Exception updates**	**Delivery updates**
	English	☐	☐
	English	☐	☐
	English	☐	☐
	English	☐	☐

Select format: ◉ HTML ○ Text ○ Wireless

Add personal message:

Not available for Wireless or non-English characters.

☐ By selecting this check box and the Submit button, I agree to these Terms and Conditions

Submit

From: Origin ID: (404)252-6385
Jennifer James
Richard B. Maner, P.C.
5775 Glenridge Drive
Building D, Suite 100
Atlanta, GA 30328

FedEx Express

CLS 100 306/15/23

Ship Date: 18JAN07
ActWgt: 1 LB
System#: 9761422/INET2500
Account#: S *********

REF: F05-504

Delivery Address Bar Code

SHIP TO: (513)263-3333 **BILL SENDER**

District Director of IRS, P. Jackso
IRS - TN, STOP 53
801 Broadway
US Courthouse, Room 28
Nashville, TN 37203

STANDARD OVERNIGHT

FRI
Deliver By:
19JAN07

TRK# 7985 8820 6195

FORM 0201

BNA A1

37203 -TN-US

XH RNCA

Shipping Label: Your shipment is complete

1. Use the 'Print' feature from your browser to send this page to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Richard B. Maner, P.C.

ATTORNEYS AT LAW
5775 Glenridge Drive,
Building D, Suite 100
Atlanta, GA 30328
(404)252-6385
Fax: (404)252-6394
www.rbmlegal.com

*Richard B. Maner**

**Admitted to Tennessee Bar*

January 18, 2007

District Director of Internal Revenue Service
Attn: P. Jackson, Room 285
US Courthouse
801 Broadway, STOP 53
Nashville, Tennessee 37203

Attention: Chief, Special Procedures Staff

Re:	**Borrower:**	**Floyd L. Stone and Linda Sue Stone**
	Owner of Record:	**Floyd L. Stone and Linda Sue Stone**
	Borrower's Social Security Number:	**[redacted]8698 and/or**
	Property known as:	**116 Neill Avenue Nashville, TN 37206**
	Our File #:	**FC06-727**

Dear Sir:

In accordance with provisions as set forth in Section 7425 (c) of the Internal Revenue Code, and the Internal Revenue Regulations, please be advised that it is the intent of my client, JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as trustee for IMC Home Equity Loan Trust 1997-3, to conduct a public foreclosure sale on the captioned property on February 22, 2007. Enclosed and made a part hereof is a copy of the Notice of Sale setting forth an adequate legal description of the real property being foreclosed upon and (b) the time, place and terms of said foreclosure sale.

JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as trustee for IMC Home Equity Loan Trust 1997-3, as a party selling the captioned property, is claiming the following outstanding indebtedness and estimated expenses which will be chargeable against the sale proceeds:

Outstanding Principal with Interest, Escrow Advance and Late Charges:	$126301.80
Estimated Expense:	$150.00
Estimated Publication Costs:	$300.00
Estimated Recording Costs:	$25.00
Estimated Attorney Fees:	Reasonable fees or 15% as defined in Lender's Note.

Our title examination has revealed one or more Federal Tax Liens having been recorded under the Internal Revenue Laws in the Office of the Register of Deeds of Davidson County, Tennessee. Copies of all such liens are attached herewith for your review.

Please acknowledge receipt of this letter by stamping as received the enclosed copy.

Sincerely,
Richard B. Maner
Richard B. Maner

Enclosures

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, Floyd L. Stone and Linda Sue Stone by Deed of Trust (the "Deed of Trust"), dated February 28, 1997 and of record in Deed Book 10376, Page 780, Register's Office of Davidson County, Tennessee, conveyed to Robert J. Turner, Trustee, the hereinafter described real property to secure the payment of a certain Promissory Note (the "Note") described in the Deed of Trust, which Note was payable to American Mortgage Source, as last transferred to JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as trustee for IMC Home Equity Loan Trust 1997-3 by assignment to be recorded in Davidson County, Tennessee records, and

WHEREAS, the said Robert J. Turner, Trustee, is unable to act as Trustee under the Deed of Trust, and Mantenn, LLC has been duly appointed Substitute Trustee by the owner and holder of the Note and

WHEREAS, default has been made in the payment of the Note; and

WHEREAS, the owner and holder of the Note has demanded that the hereinafter described real property be advertised and sold in satisfaction of the indebtedness and costs of foreclosure in accordance with the terms and provisions of the Note and Deed of Trust.

NOW, THEREFORE, notice is hereby given that an agent of Mantenn, LLC, Substitute Trustee, pursuant to the power, duty, and authority vested in and conferred by the Deed of Trust, will on **Monday, February 22, 2007 at 12:00 p.m. at the Register of Deeds Office at the corner of 5th and Broadway at the front entrance to Gaylord Entertainment Center in Nashville, Tennessee** will be sold to the highest call bidder for cash free from all legal, equitable and statutory rights of redemption, exemptions of homestead, rights by virtue of marriage, and all other exemptions of every kind, all of which have been waived in the Deed of Trust, certain real property located in Davidson County, Tennessee, described as follows:

Being Lot No. 138 on the Map of Neill S. Brown's Addition to East Nashville, of record in Book 57, Page 50, Register's Office for Davidson County.

Said Lot No. 138 fronts 50 feet on the westerly side of Neill Avenue and runs back between parallel lines 170 feet to an alley.

Being the same property conveyed to Floyd L. Stone and wife, Linda Sue Stone by deed from Robert Wm. Stone, a widower of record in Book 6444, Page 974, Register's Office for said county.

The street address of the above described property is believed to be **116 Neill Avenue, Nashville, TN 37206**, but if such address is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

Such property is subject to Notices of Federal Tax Lien in favor of the United States, of record in Instrument No. 20040310-0027699, Instrument No. 20050726-0086706, and Instrument No. 20060918-0115484, Register's Office for Davidson County, Tennessee. Notice of said sale required by 26 U.S.C. § 7425 (b) to be given to the United States has been timely given, and said sale will be subject to the right of the United States to redeem such property, as provided in 26 U.S.C. § 7425 (d)(1).

Owner of Property: Floyd L. Stone and Linda Sue Stone

In addition, the following parties may claim an interest in the above-referenced property:
State Chartered Credit Union, Deed of Trust Book 7512, Page 947

Norvell & Wallace, Inc., Judgment, Civil Warrant Docket Number 00GC4293,
Instrument No. 2000621-0061860

Regina L. Baugh, Judgment, Docket Number 00C2497, Instrument No. 20010222-0016706

Dr. Richard D. Pinson, Judgment, Docket Number 01GC22470, Instrument No. 20020110-0004229

Vanderbilt University Medical Center, Judgment, Docket Number 016C24283,
Instrument No. 20020219-0021192

Jim A. Attar and Saeed S. Monemi, Judgment, Docket Number 04-485-IV,
Instrument No. 20060911-0111751

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose.

All right of equity of redemption, statutory and otherwise, and homestead are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above.

Publication Dates: January 25, 2007, February 1, 2007, and February 8, 2007.

Mantenn, LLC, Substitute Trustee
Richard B. Maner, P.C.
5775 Glenridge Dr., Bldg D, Ste 100
Atlanta, Georgia 30328
(404) 252-6385

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

1008

Form 668 (Y)(c)
(Rev. February 2004)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #8
Lien Unit Phone: (800) 829-3903

Serial Number
160254204

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

(1) Name of Taxpayer FLOYD L STONE

Residence (2) 116 NEILL AVE
NASHVILLE, TN 37206-4010

Davidson County LIENFTL
Rcpvd: 03/10/04 14:28 1pgs
Fees:12.00 Taxes:0.00
[redacted]
20040310-0027699

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/1999	[redacted]-8698	05/22/2000	06/21/2010	2883.66
1040	12/31/2000	[redacted]-8698	03/10/2003	04/09/2013	2153.91
1040	12/31/2001	[redacted]-8698	03/17/2003	04/16/2013	2115.37
				Total	$ 7152.94

Place of Filing
Register of Deeds
Davidson County
Nashville, TN 37201

This notice was prepared and signed at NASHVILLE, TN, on this,

the 02nd day of March, 2004.

Signature
for GRACE METRO Pat L Stone

Title
ACS
(800) 829-3903

28-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

1872

Form 668 (Y)(c)
(Rev. February 2004)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #8
Lien Unit Phone: (800) 913-6050

Serial Number
238180205

For Optional Use by Recording Office

Davidson County LIENPTL
Recvd: 07/28/05 10:20 1 pg
Fees:12.00 Taxes:0.00
[redacted]
20050726-0086706

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

(1) Name of Taxpayer FLOYD L STONE

(2) Residence 116 NEILL AVE
NASHVILLE, TN 37206-4010

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/1999	[redacted]-8698	05/22/2000	06/21/2010	
1040	12/31/1999	[redacted]-8698	05/07/2001	06/06/2011	2280.67
1040	12/31/2000	[redacted]-8698	03/10/2003	04/09/2013	2153.91
1040	12/31/2001	[redacted]-8698	03/17/2003	04/16/2013	2115.37
1040	12/31/2002	[redacted]-8698	05/24/2004	06/23/2014	1276.46

Place of Filing
Register of Deeds
Davidson County
Nashville, TN 37201

Total $ 7826.41

This notice was prepared and signed at NASHVILLE, TN, on this,

the 15th day of July, 2005.

Signature C Sherwood
for MARGARET IRVINE

Title
TXPYR RES REP
(615) 250-5358

28-50-1292

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

1872

Form 668 (Y)(c)
(Rev. February 2004)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #5
Lien Unit Phone: (800) 829-3903

Serial Number
315554406

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Davidson County LIENFTL
Recvd: 09/18/06 15:12 1 pgs
Fee:12.00 Taxes:0.00
[redacted]
20060918-0115484

(1) Name of Taxpayer FLOYD L STONE

(2) Residence 116 NEILL AVE
NASHVILLE, TN 37206-4010

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2004	XXX-XX-8698	08/08/2005	09/07/2015	1936.87

Place of Filing
Register of Deeds
Davidson County
Nashville, TN 37201

Total $ 1936.87

This notice was prepared and signed at DALLAS, TX, on this,

the 08th day of September, 2006.

Signature R A Mitchell
for THERESA HARLEY

Title
ACS
(800) 829-3903

25-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

0281540
IDENTIF. # REFERENCE

97 MAR 11 PM 3:19
FELIX Z. NELSON II REGISTER
DAVIDSON COUNTY, TN.

BOOK 10376 PG 780

(1)

[Space Above This Line For Recording Data]

N0297-078R

DEED OF TRUST

(3)

THIS DEED OF TRUST ("Security Instrument") is made on February 28, 1997. The grantor is Floyd J. Stone and wife, Linda Sue Stone ("Borrower"). The trustee is Robert J. Turner, of Davidson County, TN ("Trustee"). The beneficiary is AMERICAN MORTGAGE SOURCE, which is organized and existing under the laws of the State of Tennessee, and whose address is 2 International Drive, Suite 106, Nashville, TN 37217 ("Lender"). (2)
Borrower owes Lender the principal sum of SEVENTY SIX THOUSAND FIVE HUNDRED AND NO/100..... Dollars (U.S.$ 76,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 6, 2012. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Davidson County, Tennessee:

BEING Lot No. 138 on the Map of Neill S. Brown's Addition to East Nashville, of record in Book 57, Page 50, Register's Office for said County.

SAID Lot No. 138 fronts 50 feet on the westerly side of Neill Avenue and runs back between parallel lines 170 feet to an alley.

continued

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $76,500.00 DOLLARS.

which has the address of 116 Neill Avenue [Street], Nashville [City], Tennessee 37206 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards including floods or flooding, for which Lender requires insurance. 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 Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Occupancy, Preservation, Maintenance and Protection of Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in

the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument 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 this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement in the county in which the Property is located for the time and in the manner provided by applicable law, and Lender or Trustee shall mail a copy of the notice of sale to Borrower in the manner provided in paragraph 14. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and under the terms designated in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. If the Property is sold pursuant to this paragraph 21, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant at will of the purchaser and hereby agrees to pay the purchaser the reasonable rental value of the Property after sale.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

23. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. **Waivers.** Borrower waives all right of homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property.

25. Maximum principal indebtedness for Tennessee recording tax purposes is $_____$76,500.00$_____ Dollars.

26. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☒ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home Rider
☐ Other(s) [specify]		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

Witnesses:

Floyd L. Stone (Seal) - Borrower

Linda Sue Stone (Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

STATE OF TENNESSEE, DAVIDSON COUNTY ss:

On this 28th day of February, 1997, before me personally appeared Floyd L. Stone and wife, Linda Sue Stone to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and who acknowledged the execution of the same to be their free act and deed. Witness my hand and official seal.

My Commission expires:
~~November 28, 1997~~
2/11/.)

Regina E. Applegen, Notary Public

THIS INSTRUMENT PREPARED BY:
SECURITY ESCROW & TITLE CO.

1065 8th Avenue South
Nashville, TN 37203

NOTARY PUBLIC AT LARGE

Initial(s): FLS LSS

LOAN #:

Form 3042 9/90

[redacted]

Book 10376 Page 787

Continuation of Legal Description Tract 45

Being the same property conveyed to Floyd L. Stone and wife, Linda Sue Stone by deed from Robert Wm. Stone, a widower of record in Book 5444, Page 974, Register's Office for said County.

BALLOON RIDER

READ CAREFULLY

THIS LOAN IS A BALLOON LOAN WITH PAYMENTS CALCULATED BASED UPON 30 YEAR AMORTIZATION WITH THE BALANCE HEREOF DUE AND PAYABLE IN 15 YEARS. THE LOAN MADE TODAY BY AMERICAN MORTGAGE SOURCE IN THE PRINCIPAL AMOUNT OF $ 76,500.00 IS PAYABLE IN FULL ON OR BEFORE March 6, 2012. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. AMERICAN MORTGAGE SOURCE IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY OR MAY NOT BE WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM AMERICAN MORTGAGE SOURCE

The undersigned borrowers warrant and represent that they have read and fully understand the above disclosure. The undersigned borrowers also acknowledge receipt of a copy of this disclosure.

February 28, 1997
Date

Floyd L. Stone
Floyd L. Stone

February 28, 1997
Date

Linda Sue Stone
Linda Sue Stone

Date

Date

Witness

This day of February 28, 1997

Notary Public Regina B. Appleton

My Commission Expires: November 28, 1998

3519 03/11 0101 0 0KMEOX

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

RECEIVED OF _____

FOR _____

BOOK 10376 PG 789

CD CONVEYANCE	CC CERTIFIED COPY	MISC MISCELLANEOUS	
MG MORTGAGE	REL RELEASE	CO TX - STATE TAX CONVEY	
WD WARRANTY DEED	UCC UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT	
TD TRUST DEED		PRFEE - PROBATE FEE	

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

MAMT	76500.00
MOR TX	85.68
PRFEE	1.00
TDEED	36.00
TOTAL	122.68
CHECK	122.68

03/11/97 01 15:22 0001 3519

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0281540
IDENTIF. + REFERENCE

97 MAR 11 PM 3:19
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1125883