BILL GARRETT, Davidson County
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20131003-0103840

This Document Prepared By:
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When recorded mail to: #:8531354
First American Title
Loss Mitigation Title Services 1806.16
P.O. Box 27670
Santa Ana, CA 92799
RE: MIELKE - PC REC SVC

Source of Title: INSTRUMENT NO. 20080805-0080688 BOOK N/A, AT PAGE(S) N/A
Tax/Parcel No. 091-06-0-122.00
_____ [Space Above This Line for Recording Data] _____

Investor Loan No.: 483-3931916
Loan No: 2005615436

SUBORDINATE DEED OF TRUST

The maximum principal indebtedness for Tennessee recording tax purposes is $0.00

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is made on **SEPTEMBER 18, 2013** . The grantor is **JOSEPH MIELKE** ("Borrower"), whose address is **1007 TRICE DRIVE, NASHVILLE, TENNESSEE 37209**. The trustee is **MUSIC CITY TITLE & ESCROW, LLC** ("Trustee"), whose address is **4300 SIDCO DRIVE STE 200, NASHVILLE, TENNESSEE 37204**. The beneficiary is the **Secretary of Housing and Urban Development**, whose address is **Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **THIRTY-FIVE THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS AND 99 CENTS** Dollars (U.S. **$35,285.99**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **SEPTEMBER 1, 2043**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, 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 the COUNTY of **DAVIDSON**, State of **TENNESSEE**:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Tax Parcel No. **091-06-0-122.00**

which has the address of , **1007 TRICE DRIVE, NASHVILLE, TENNESSEE 37209** (herein "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 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.** Borrower shall pay when due the principal of the debt evidenced by the Note.

2. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment 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 successor 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.

3. **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. 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 term of this Security Instrument or the Note without that Borrower's consent.

4. **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: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410 or any 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.

5. **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.

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

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

7. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. 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 Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled 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 attorneys' 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 Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 7 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

8. If the borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt

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

Joseph Mielke 9-25-2013
Borrower
JOSEPH MIELKE

Borrower

Borrower

Borrower

Borrower

Borrower

Borrower

Witness

Witness

Witness

Witness

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **TENNESSEE**

County of Cheatham

Personally appeared before me, **JOSEPH MIELKE**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, on oath, acknowledged that he/she executed within instrument for purposes therein contained.

Witness my hand, at office, in Cheatham County, Tennessee on 9/25/2013

Cameo Sanders
Signature

Public Notary
Title

CAMEO L. SANDERS
STATE OF TENNESSEE
NOTARY PUBLIC
CHEATHAM COUNTY, TENN.
My Commission Expires DEC. 20, 2014

EXHIBIT A

BORROWER(S): JOSEPH MIELKE

LOAN NUMBER: 2005615436

LEGAL DESCRIPTION:

BEING LOT NO. 37 ON THE PLAN OF WEST PARK ADDITION, OF RECORD IN PLAT BOOK 2330, PAGE 39, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. BEING THE SAME PROPERTY CONVEYED TO JOSEPH MIELKE AND WIFE, CONSTANCE MIELKE BY WARRANTY DEED FROM ROBERT D. SWAIN, MARRIED, OF RECORD IN INSTRUMENT NO. 200808050080687 IN THE REGISTER'S OFFICE FOR DAVIDSON CONTY, TENNESSEE. THIS CONVEYANCE IS SUBJECT TO RESTRICITIONS OF RECORD IN BOOK 2437, PAGE 59, BUILDING LINES OF RECORD IN PLAT BOOK 2330, PAGE 39, AND TO ANY AND ALL EXISTING EASEMENTS OF RECORD, SAID REGISTER'S OFFICE.

BEING THE SAME PROPERTY CONVEYED TO _____ FROM _____ BY DEED DATED 07/28/2008 AND RECORDED ON 08/05/2008 IN THE REGISTER OF DEED FOR DAVIDSON COUNTY, TENNESSEE IN DEED INSTRUMENT 20080805-0080688 DEED BOOK: N/A, PAGE: N/A

ALSO KNOWN AS: 1007 TRICE DRIVE, NASHVILLE, TENNESSEE 37209