Prepared and
After Recording Return To:

Old Republic Title
1408 N. West Shore Blvd., Suite 900
Tampa, FL 33607
Claim #270103 – Trish McKay

BILL GARRETT, Davidson County
Trans:T20160048895 AFFIDAVIT
Recvd: 06/09/16 11:26 18 pgs
Fees:92.00 Taxes:0.00
20160609-0058358

AFFIDAVIT AFFECTING INTERESTS IN LAND

Before me, the undersigned attesting authority in and for the State of Florida came the undersigned Affiant, who being duly sworn, states this affidavit relates to the property described below. Affiant makes the following statements under oath as being relevant and material to such property named above and described below:

1. That the affiant is an employee of Old Republic Title Insurance Company located in Tampa, Florida and that an agent of Old Republic recorded a Deed of Trust to Jim H. Thompson, Jr., Grantor, Robert M. Wilson, Jr., Trustee to MERS (Mortgage Electronic Registration Systems, Inc.) for Countrywide Home Loans, Inc., Lender which was dated January 17, 2007 and duly recorded as Instrument No. 20070122-0008808 in Davidson County, Tennessee Public Records, a copy of which is attached and marked as "Exhibit A."
2. An agent of Old Republic also recorded a Quit Claim Deed between Grady B. Fletcher and Brenda J. Fletcher which was dated February 18, 1982 and duly recorded in Book 5867, Page 13 in Davidson County, Tennessee Public Records, a copy of which is attached and marked as "Exhibit B."
3. An agent of Old Republic also recorded a Quit Claim Deed between Brenda J. Bean (formerly Brenda J. Fletcher) and Gerald G. Bean one-half (1/2) undivided interest which was dated June 12, 1985 and duly recorded in Book 6580, Page 419 in Davidson County, Tennessee Public Records, a copy of which is attached and marked as "Exhibit C."
4. An agent of Old Republic also recorded a Warranty Deed between Brenda J. Bean (formerly Brenda J. Fletcher) and her husband Gerald G. Bean to Bobby L. Tidwell, Jr., and Mary C. Tidwell which was dated May 10, 2001 and duly recorded in as Instrument No. 20010518-0051757 in Davidson County, Tennessee Public Records, a copy of which is attached and marked as "Exhibit D."
5. An agent of Old Republic also recorded a Warranty Deed between Bobby L. Tidwell, Jr., and Mary C. Tidwell, grantors to Jim H. Thompson, Jr., which was dated January 17, 2007 and duly recorded in as Instrument No. 20070122-0008807 in Davidson County, Tennessee Public Records, a copy of which is attached and marked as "Exhibit E."
6. That the above aforesaid Deed of Trust, Warranty Deeds and Quitclaim Deeds contained an error with regard to the legal description.
7. That this affidavit is made to correct the error to include the following legal description of the property that was to be encumbered therein, which is and should be:

Property Address: **107 Cherokee Hills Drive**
Antioch, TN 37013

Being Lot No. 418 on the Plan of Cherokee Hills Subdivision, Section 4, as of record in Book 3500, Page 113, Register's Office for Davidson County, Tennessee

Beginning at a point in the southerly margin of Cherokee Hills Drive, said point being the common corner of Lots No. 417 and 418; thence easterly and southeasterly to a concrete monument in an unnamed street, now Gasser Drive, a total distance of 194.6 feet (9.3 +62.4 +32.3 +90.6); thence south 63 degrees 30'west a distance of 150.0 feet , to a concrete monument; thence north 35 degrees 15' west a distance of 46.5 feet to a concrete monument; thence northerly a distance of 150.0 feet to a point of beginning.

Being the same property conveyed to Linda Ann Hensley by Quit claim deed from Jimmy Wayne Hensley of record in book 5402, page 455, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all existing restrictions and easements of record.

This affidavit is made for the protection and benefit of the parties in said deed, all and other parties hereinafter dealing with or who may acquire an interest in the property herein described.

The affiant will testify, declare, depose or certify before any competent tribunal, officer or person, in any case pending or which hereafter be instituted, to the truth of the particular facts herein set forth.

AFFIANT FURTHER SAYETH NOT

Kendra L Butler

Kendra L. Butler, Claims Administrator, Affiant

State of Florida
County of

The foregoing instrument was hereby acknowledged before me this 7 day of June, 2016, by Kendra L. Butler, who is personally known to me.



Catherine Smith

Notary Public
My Commission Expires: 8/13/2018

Box 58

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
JONATHAN WILSON
COUNTRYWIDE HOME LOANS, INC.

3011 ARMORY DRIVE, SUITE 120
NASHVILLE
TN 37204

Davidson County DOT
Recvd: 01/22/07 14:33 8 pg
Fees:43.00 Taxes:123.21
[redacted]
20070122-0008808

The Maximum Principal Indebtedness for Tennessee recording tax purposes is $ 109,137.00 .

[Space Above This Line For Recording Data]

TN4833698582703
[Case #]

00015560940401007
[Doc ID #]

State of Tennessee

DEED OF TRUST

FHA Case No.
TN4833698582703

MIN 1000157-0007583389-3

THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 17, 2007 . The Grantor is JIM H THOMPSON JR, AN UNMARRIED MAN

("Borrower"). The trustee is
ROBERT M. WILSON, JR, ATTORNEY
200 JEFFERSON, SUITE 750, MEMPHIS, TN 38103
("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
COUNTRYWIDE HOME LOANS, INC.
("Lender") is organized and existing under the laws of NEW YORK , and has an address of 4500 Park Granada MSN# SVB-314, Calabasas, CA 91302-1613
Borrower owes Lender the principal sum of
ONE HUNDRED NINE THOUSAND ONE HUNDRED THIRTY SEVEN and 00/100

Dollars (U.S. $ 109,137.00). 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 FEBRUARY 01, 2037 . 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 the Trustee, in trust, with power of sale, the following

23991

JAT

166809404000002004N

EXHIBIT A

CASE #: TN4833698582703 DOC ID #: 00015560940401007
described property located in DAVIDSON County, Tennessee:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Derivation Clause

The instrument constituting the source of the Borrower's interest in the foregoing described property was a recorded in Instrument #: in the Register's Office of DAVIDSON County, Tennessee,
Parcel ID Number: 14803007600 which currently has the address of
107 CHEROKEE HILLS DRIVE, ANTIOCH
[Street/City]
Tennessee 37013 ("Property Address"):
[Zip Code]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

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

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

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

J.H.T

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

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the 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 (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

J.H.T

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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 the 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.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 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.

J.H.T

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 9(b). 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. 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 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.

14. 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.

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

16. 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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "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 16, "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:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all fees incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

J.H.T

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 13. 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 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 Property is sold pursuant to this paragraph 18, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial 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 in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

20. 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.

21. 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.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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)].

☐ Condominium Rider ☐ Growing Equity Rider ☐ Other [specify]
☐ Planned Unit Development Rider ☐ Graduated Payment Rider

J. H.T

CASE #: TN4833698582703 DOC ID #: 00015560940401007

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

Jim H Thompson Jr (Seal)
JIM H. THOMPSON JR -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF TENNESSEE, Davidson County ss:

On this 17th day of January, 2007, before me personally appeared Jim H. Thompson Jr.

to me known to be the person(s) described in and who executed the foregoing instrument, and who acknowledged the execution of the same to be his/her/their free act and deed. Witness my hand and official seal.

My Commission Expires:
11/22/08

Notary Public

MARK BELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Exhibit A

Land in Davidson County, Tennessee, being Lot(s) 418, as shown on the map entitled Cherokee Hills, Section 4, of record in Plat Book 3500, page(s) 113, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Jim H. Thompson, JR., UNMARRIED, by deed from BOBBY L. TIDWELL, JR., UNMARRIED, AND MARY C. TIDWELL, MARRIED, of record as Instrument No. X, dated January 17, 2007, said Register's Office.

X 20070122-0003807

This instrument prepared by:
Jack A. Butler, Attorney
12th Floor, First American Center
Nashville, Tennessee 37238

QUITCLAIM DEED

BOOK 5867 PAGE 13

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Brenda J. Fletcher (NAME)	Greater Surburban Mortgage Co. (NAME)	148-3
107 Cherokee Hills Dr. (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 4007 (STREET ADDRESS)	Part 76
Antioch, TN. 37013 (CITY) (STATE) (ZIP)	Concord, Cal. 94524 (CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of One dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, Grady B. Fletcher by these presents do hereby quitclaim and convey unto Brenda J. Fletcher, her successors and assigns, all his right, title and interest in and to the following described tract of land:

Being Lot No. 418 on the Plan of Cherokee Hills Subdivision, Section 4, as of record in Book 3500, page 113, Register's Office for Davidson County, Tennessee.

Beginning at a point in the southerly margin of Cherokee Hills Drive, said point being the common corner of Lots No. 417 and 418; thence easterly and southeasterly to a concrete monument in an unnamed street, now Gasser Drive, a total distance of 194.6 feet (9.3 + 62.4 + 32.2 + 90.6); thence south 63 degrees 30' West a distance of 150.0 feet, to a concrete monument; thence north 35 degrees 15' West a distance of 150.0 feet to the point of beginning.

Being the same property conveyed to Linda Ann Hensley by quit claim deed from Jimmy Wayne Hensley of record in Book 5402, page 455, Register's Office for Davidson County, Tennessee.

THIS conveyance is subject to any and all existing restrictions and easements of record.

Being the same property conveyed to Grady P. Fletcher and wife, Brenda Joyce Fletcher, as of record in Book 5519, page 238, Register's Office for Davidson County, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 2,000.00

Subscribed and sworn to before me, this the 8th day of March, 1982

Affiant: Brenda Fletcher

My commission expires: 10-15-83 (Affix Seal)

Notary Public: Clara D. Wells

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

Witness my hand this 18th day of February, 1982, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Grady Fletcher

EXHIBIT B

BOOK 5867 PAGE 14

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Gloria D. Scarbrough, a Notary Public in and for said County and State, Brady Fletcher

the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 18th day of February, 1982.

Gloria D. Scarbrough Notary Public

Commission expires 4-22-84

STATE OF
COUNTY OF

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

Witness my hand and seal, at office in _____, this _____day of _____, 19___.

_____Notary Public

Commission expires_____

9396 03/30 11:79-' CHECK

QUIT CLAIM DEED

BRENDA J. FLETCHER
AND

Complimenta of
Chicago Title Insurance Company
First Floor — First American Center
Phone: 255-4631
NASHVILLE, TENNESSEE 37238

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
MAR 30 9 08 AM '82

IDENTIF. REFERENCE

8507 0

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

BOOK 6580 PAGE 419

THIS INSTRUMENT PREAPRED BY:

Mail

George H. Cate, Jr., Attorney
1101 Stahlman Building
Nashville, TN 37201

QUITCLAIM DEED

Address New Owners:

Gerald G. Bean and wife, Brenda J. Bean
107 Cherokee Hills Drive
Antioch, Tennessee 37013

Send Tax Bills To:

Rainier Financial Services
P. O. Box C-34040
Seattle, Washington 98124-1040

Map: 148-3, Parcel: 76

IDENTIF. REFERENCE

JUN 12 2 53 PM 1985

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TN

J.1.2.5.1.2

FOR AND IN CONSIDERATION of the sum of One ($1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Brenda J. Bean (formerly Brenda J. Fletcher), does transfer, quitclaim and convey unto Gerald G. Bean, a one-half (1/2) undivided interest in the following described property, to wit:

Being Lot No. 418 on the Plan of Cherokee Hills Subdivision, Section 4, as of record in Book 3500, page 113, Register's Office for Davidson County, Tennessee.

Beginning at a point in the southerly margin of Cherokee Hills Drive, said point being the common corner of Lots No. 417 and 418; thence easterly and southeasterly to a concrete monument in an unnamed street, now Gasser Drive, a total distance of 194.6 feet (9.3 + 62.4 + 32.2 +90.6); thence south 63 degress 30' west a distance of 150.0 feet, to a concrete monument; thence north 35 degrees 15' west a distance of 150.0 feet to the point of beginning.

Being the same property conveyed to Brenda J. Fletcher (now Brenda J. Bean) by Deed of record in Book 5867, page 13, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all existing restrictions and easements of record.

The purpose of this Deed is to create an estate in tenants by the entirety by direct conveyance with the survivor taking title to whole.

WITNESS my hand this 12 day of June, 1985.

Brenda J. Bean
BRENDA J. BEAN

EXHIBIT C

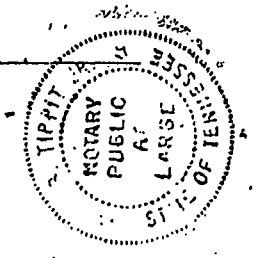
BOOK 6588 PAGE 420

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the within County and State, the within named Brenda J. Bean (formerly Brenda J. Fletcher), the bargainor, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 12TH day of June, 1985.

H.B. Tippit Jr.
Notary Public



My Commission Expires:
DECEMBER 6, 1986

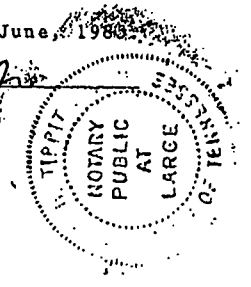
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is no monetary value.

Brenda J. Bean
BRENDA J. BEAN

Subscribed and sworn to before me this 12TH day of June, 1985.

H.B. Tippit Jr.
Notary Public



My Commission Expires:
DECEMBER 6, 1986

This Instrument Prepared by:

GLENN S. MACBETH
ATTORNEY AT LAW
SUITE 12 LINCOLN SQUARE
1535 WEST NORTHFIELD BOULEVARD
MURFREESBORO, TENNESSEE 37129

NAME AND ADDRESS OF NEW OWNERS:

Bobby L. Tidwell, Jr. & Mary C. Tidwell
107 Cherokee Hills Drive
Antioch, TN 37013

SEND TAX BILLS TO:
Same

Davidson County DEEDWARR
Recvd: 05/18/01 12:01 2pgs
Fees:11.00 Taxes:288.40
[redacted]
20010518-0051757

WARRANTY DEED

(Map Number 148-03-0; Parcel Number 76.00)

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, we, the undersigned, **BRENDA J. BEAN, f/k/a BRENDA J. FLETCHER** and husband, **GERALD G. BEAN**, have bargained and sold and do hereby transfer and convey unto **BOBBY L. TIDWELL, JR., unmarried, and MARY C. TIDWELL, married, as joint tenants with rights of survivorship and not as tenants in common**, their heirs and assigns, forever, that certain property located and situated in Davidson County, Tennessee, and more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 418 on the Plan of Cherokee Hills Subdivision, Section 4, as of record in Book 3500, page 113, Register's Office for Davidson County, Tennessee.
>
> BEGINNING at a point in the southerly margin of Cherokee Hills Drive, said point being the common corner of Lots No. 417 and 418; thence easterly and southeasterly at a concrete monument in an unnamed street, now Gasser Drive, a total distance of 194.6 feet (9.3 + 62.4 + 32.2 + 90.6); thence south 63° 30' west a distance of 150.0 feet, to a concrete monument; thence north 35° 15' west a distance of 150.0 feet to the point of beginning.
>
> BEING the same property conveyed to Grady B. Fletcher and wife, Brenda Joyce Fletcher, by deed from Linda Ann Hensley, of record in Book 5519, page 238. Grady B. Fletcher having quitclaimed his interest in and to said property to Brenda J. Fletcher by Quitclaim Deed of record in Book 5867, page 13, said Register's Office. Brenda J. Fletcher having since remarried, and now known as Brenda J. Bean. Brenda J. Bean, f/k/a Brenda J. Fletcher having quitclaimed a ½ interest in and to said property to Gerald G. Bean by quitclaim deed of record in Book 6580, page 419, said Register's Office.
>
> The legal description contained herein is the same as that contained in the previous instrument of record.
>
> THIS CONVEYANCE IS MADE SUBJECT to minimum setback lines, public utility and drainage easements, and all other matters as shown on subdivision plat of record in Book 3500, page 113, to restrictive covenants of record in Book 3805, page 776, all in the Register's Office for Davidson County, Tennessee; and to all zoning and subdivision regulations of the appropriate governmental body, together with any easements or right-of-ways for public roads and utilities.

This is improved property known as: **107 Cherokee Hills Drive, Antioch, TN 37013**

TO HAVE AND TO HOLD the said real estate together with all appurtenances, estate, title and interest belonging to the said Grantees, their heirs and assigns, forever.

GRANTORS COVENANT with the said Grantees that Grantors are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is

EXHIBIT D

unencumbered except as noted herein and for the 2001 real property taxes which will assumed by the Grantees.

GRANTORS FURTHER COVENANT and bind Grantors, their heirs and representatives, to warrant and forever defend the title to said real estate unto the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS OUR HANDS AND SIGNATURES on this the 10th day of May, 2001.

Brenda J. Bean
BRENDA J. BEAN

Brenda J. Fletcher
f/k/a BRENDA J. FLETCHER

Gerald G. Bean
GERALD G. BEAN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Brenda J. Bean, f/k/a Brenda J. Fletcher and husband, Gerald G. Bean, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal at office in Nashville, Tennessee, on this the 10th day of May, 2001.

Glenn S. Macbeth, Notary

My Commission Expires: August 18, 2002

GLENN S. MACBETH NOTARY AT LARGE RUTHERFORD CO., TENNESSEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$71,998.70**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 10th day of May, 2001.

Glenn S. Macbeth, Notary

My Commission Expires: August 18, 2002

GLENN S. MACBETH NOTARY AT LARGE RUTHERFORD CO., TENNESSEE

Box 56

Davidson County DEEDWARR
Recvd: 01/22/07 14:33 2 pg
Fee: 13.00 Taxes: 407.00
20070122-0008807

STATE OF Tennessee
COUNTY OF Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $110,000.00

Affiant

WARRANTY DEED

Subscribed and sworn to before me, this 17th DAY OF January, 2007.

Notary Public

B-CL-06-107

MY COMMISSION EXPIRES: 4/21/08
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Rudy Title And Escrow
2012 21st Ave South
Nashville, TN 37212

ADDRESS NEW OWNER(S) AS FOLLOWS: (NAME)	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jim H. Thompson, Jr.	COUNTRYWIDE HOME LOANS (NAME)	
107 Cherokee Hills Drive (ADDRESS)	3011 ARMORY DR., STE. 120 (ADDRESS)	14803007600
Antioch, TN 37013 (CITY) (STATE) (ZIP)	NASHVILLE, TN 37204 (CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid hereinafter named Grantee(s), and other good and valuable considerations, the receipt of which is hereby acknowledged, we BOBBY L. TIDWELL, JR. unmarried AND MARY C. TIDWELL, married, hereinafter called the Grantor(s), have bargained and sold, and by these presents do transfer and convey unto JIM H. THOMPSON, JR., unmarried, hereinafter called the Grantee(s), their heirs and assigns, that certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE, described as follows, to wit:

LAND in Davidson County, Tennessee, being Lot No. 418 on the Plan of Cherokee Hills Subdivision, Section 4, as of record in Book 3500, page 113, Register's Office for Davidson County, Tennessee.

BEGINNING at a point in the southerly margin of Cherokee Hills Drive, said point being the common corner of Lots No. 417 and 418; thence easterly and southeasterly at a concrete monument in an unnamed street, now Gasser Drive, a total distance of 194.6 feet (9.3 + 62.4 + 32.2 + 90.6); thence south 63 deg. 30 min. west a distance of 150.0 feet, to a concrete monument; thence north 35 deg. 15 min. west a distance of 150.0 feet to the point of beginning.

Being the same property conveyed to Bobby L. Tidwell, Jr., unmarried, and Mary C. Tidwell, married, as joint tenants with rights of survivorship by deed from Brenda J. Bean, f/k/a Brenda J. Fletcher and husband, Gerald G. Bean of record in Instrument 200105180051757 on 05/10/2001 and filed for record on 05/18/2001, Register's Office for said County.

This conveyance is subject to any and all existing easements and restrictions of record, including those listed in Plat Book 3500, Page 113 and Book 3805, Page 776, Register's Office for said County.

unimproved ( )
This is improved (X) property, known as 107 Cherokee Hills Drive, Antioch, Tennessee 37013
(House Number) (Street) (P.O. Address) (City or Town) (Postal ZIP)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), their heirs and assigns forever; and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 17th day of January, 2007.

Bobby L. Tidwell, Jr.

Mary C. Tidwell

EXHIBIT E

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Bobby L. Tidwell, Jr. and Mary C. Tidwell, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal, this the 17th day of January, 2007.

Notary Public

My Commission Expires: 5/22/10

(SEAL)



My Commission Expires MAY 22, 2010

RETURN TO:
Rudy Title And Escrow
2012 21st Ave South
Nashville, TN 37212
Phone: (615)383-2903