Karen Johnson Davidson County
Batch# 676873 AFFIDAVIT
07/14/2021 02:38:30 PM 3 pgs
Fees: $17.00 Taxes: $0.00
20210714-0094840

SCRIVENER'S AFFIDAVIT AND CERTIFICATE OF CORRECTION

THIS INSTRUMENT PREPARED BY
Closed Title
278 Franklin Road, Suite 160, Brentwood, TN 37027
File #2021-814

From: Closed Title
To: Register's Office for Davidson County, Tennessee
Re: A Deed of Trust appearing in Instrument No. 20210624-0085300

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The undersigned Alexandra Ponce declares that he/she is now and was the scrivener of the herein described Deed of Trust ("Instrument") which appears of record in Instrument No. 20210624-0085300, Register's Office for Davidson County, Tennessee; and,

WHEREAS, through inadvertence, mistake, and scrivener's error, the Instrument contained the following error:

Page 3 of the Instrument contained an incorrect zip code for the property.

The correction should read as follows:

119 Acklen Park Drive, Unit 102, Nashville, TN 37203

The Instrument shall be amended by replacing Page 3 with the page attached hereto.

NOW, THEREFORE, in order to correct said Instrument, I, Alexandra Ponce, do hereby affirm, certify, and confirm that the correction of this scrivener's error is consistent with the intentions of the parties and does not in any way change or alter the understanding and intentions of the parties who executed said instrument contained herein.

FURTHER AFFIANT SAYS NOT.

WITNESS my hand on this 13 day of July, 2021.

Scrivener

STATE OF FLORIDA
COUNTY OF BROWARD

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named ALEXANDRA PONCE, the Scrivener(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal, this 13 day of July, 2021.

NOTARY PUBLIC
My Commission Expires:

CHRISTINE GIRRBACH
Notary Public - State of Florida
Commission # GG 948872
My Comm. Expires Jan 20, 2024

Derivation Clause

The instrument constituting the source of the Borrower's interest in the foregoing described property was a recorded [at Book Page] [under Instrument No.] in the Register's Office of County, Tennessee.

which currently has the address of **119 Acklen Park Dr Unit 102, Nashville,**
[Street] [City]

Tennessee **37203** ("Property Address"):
[Zip Code]

TO HAVE AND TO HOLD, the aforedescribed property, together with all the hereditaments and appurtenances thereunto belonging to, or in anywise appertaining, unto the Trustee, its successors in trust and assigns, in fee simple forever.

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 and canceling this Security Instrument.

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, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

TENNESSEE CERTIFICATION OF ELECTRONIC DOCUMENT

I, **J. Carlton Drumwright**, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on July 13, 2021.

J. Carlton Drumwright

July 13, 2021
Date

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Sworn and subscribed before me on July 13, 2021.

Notary

My Commission Expires: 12/18/22

