Karen Johnson Davidson County
Batch# 936016 DOT
10/31/2022 02:51:30 PM 10 pgs
Fees: $53.00 Taxes: $285.20
20221031-0117481

XXXXXXXX9935

THIS INSTRUMENT WAS PREPARED BY AND,
WHEN RECORDED, SHOULD BE MAILED TO:

FIFTH THIRD BANK, N.A.

5050 Kingsley Drive
Cincy 0416 45263

Prepared by- Ryan Schwallie

ANNE GLOVER
Notary Public, State of Ohio
My Commission Expires
October 17, 2022

NOTARY PUBLIC STATE OF OHIO

MAP AND PARCEL NO: 58011100806689935

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The maximum principal indebtedness for Tennessee recording purposes is $ 250,000.00

Regina Thompson
AFFIANT Regina Thompson

SUBSCRIBED AND SWORN TO BEFORE ME, THIS
September 14, 2022

Notary Public

My commission expires: 10/17/22

OPEN-END DEED OF TRUST

THIS IS AN "OPEN-END MORTGAGE" (with future advances and future obligation governed by T.C.A. 47-28-101 through 47-28-110)

LISA H. LANCASTER AND JOHN M WOODS, WIFE AND HUSBAND

7026187-03

Parcel # 102-16-0-083-00

Whose address is: 6100 HICKORY VALLEY RD , NASHVILLE, TN, 37205-0000 .

Telephone No. (615) 948-6313 Identification No. _____

TRUSTEE: CHRISTOPHER LOGUE
Address: 424 Church St., Nashville, TN 37219
Trustee is a resident of Rutherford County, Tennessee.

The term "Borrower" shall include and also mean any Borrower if more than one. In consideration of the loan or other credit accommodation hereinafter specified and any future advances of future Obligations, as defined herein, which may hereafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby irrevocably bargains, sells, transfers, grants, conveys, pledges, hypothecates and assigns to Trustee, and Trustee's successors and assigns, in trust, for FIFTH THIRD BANK, N.A.

which is a federally chartered institution and whose address is

FIFTH THIRD BANK, N.A. 5050 KINGSLEY DR CINCINNATI, OH 45263

("Lender"), the beneficiary under this Deed of Trust (sometimes herein referred to as "Mortgage"), with power of sale and right of entry and possession of all Borrower's present and future estate, right, title and interest in and to the real estate described in Exhibit "A" (the "Real Estate") which is attached to this Deed of Trust and incorporated herein by this reference, which has the address of

6100 HICKORY VALLEY RD , NASHVILLE, TN 37205-0000

together with all present and future improvements and fixtures, all tangible personal property including, without limitation, all machinery, equipment, building materials, and goods of every nature (excluding household goods) now or hereafter located on or used in connection with the Real Estate, whether or not affixed to the land; all privileges, hereditaments, and appurtenances; all leases, licenses and other agreements; all rents, issues, and profits; all water, well, ditch, reservoir and mineral rights and stock pertaining to the Real Estate (all of the foregoing, together with said Real Estate, being herein referred to as the "Property"), to have and to hold the Property and the rights hereby granted for the use and benefit of Trustee, his successor and assigns, in fee simple until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Borrower does, for Borrower and Borrower's heirs, representatives, successors and assigns, hereby expressly warrant, covenant, and agree with Lender and Trustee and their successors and assigns as follows:

OBLIGATIONS. This Deed of Trust shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower (cumulatively "Obligations") to Lender pursuant to:

a. this Deed of Trust and the following promissory notes and other agreements (the terms and conditions of which are hereby incorporated by reference) (the "Indebtedness"):

b. all other presently existing or future written evidences of indebtedness, obligations, agreements, instruments, guaranties or otherwise with Lender (whether incurred for purposes the same as or different than the foregoing);

c. any guaranty of obligations of other parties given to Lender now or hereafter executed which refers to this Deed of Trust;

d. future advances, whether obligatory, optional or both, made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with the execution of this Deed of Trust, made or extended on or on behalf of Borrower ("Future Advances"); the lien of this Deed of Trust shall continue until payment in full of all debt due under the Line of Credit not withstanding the fact that such advances and obligations may be made and repaid, and that from time to time no balance may be then outstanding; future advances and future obligations are more particularly described in Title 47, Chapter 28, Tennessee Code Annotated; and

e. all amendments, extensions, renewals, modifications or replacements of or substitutions to any of the foregoing.

All documents evidencing any of the foregoing are referred to as the "Loan Documents." The total principal amount outstanding at any one time which is secured by this Deed of Trust, including precomputed interest and other precomputed charges, but excluding other interest, loan charges, commitment fees, commissions and other charges validly made to this Deed of Trust, including but not limited to any amounts advanced by Lender for the protection of the security interest herein granted, including without limitation payment of taxes, insurance premiums and expenses incurred in collection of the debt or enforcement of the terms of this Deed of Trust or amounts advanced or obligations guaranteed relating to the completion of a contemplated improvement under a construction loan agreement shall not exceed $ 250,000.00. This Deed of Trust, including any Future Advances and future obligations secured hereby, shall be governed by all provisions of Title 47, Chapter 28, Tennessee Code Annotated. This open-end Deed of Trust is executed in connection with the open-end credit agreement ("Agreement") referenced above. The term of said Agreement, including any extension thereof made pursuant to this Deed of Trust, shall expire no later than thirty (30) years from the date of original execution of the Agreement.

COVENANTS CONCERNING THE PROPERTY. Borrower represents, warrants and covenants to Lender that:

a. Borrower has fee simple marketable title to the Property and shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Deed of Trust and those existing and filed of record on the date hereof which Borrower agrees to pay and perform in a timely manner;

b. All applicable laws and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property, presently are and shall be observed and complied with in all material respects and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, preserved and where necessary, renewed;

c. Borrower has the right and is duly authorized to execute and perform its Obligations under this Deed of Trust and these actions do not and shall not conflict with the provisions of any statue, regulation, ordinance, rule of law, contract or other agreement which may be binding on Borrower at any time;

d. No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

e. Borrower has not violated and shall not violate any statue, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing substances described in Paragraph 8(b)) or Lender's rights or interest in the Property pursuant to this Deed of Trust.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any extensions or renewals thereof, prepayment and late charges as provided in the Loan Documents, and the principal and interest on any Future Advances, Obligations or other sums secured by this Mortgage.

2. HAZARD 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 such other hazards as Lender may require or as may be required by applicable law (including flood insurance required by Item 28 hereof), and in such amounts and for such periods as Lender may require; provided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage unless required by applicable law.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, provided that such approval shall not be unreasonably withheld. Unless otherwise specified, all premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier and providing receipt of said payment to Lender if requested by Lender. If, however, Borrower defaults on any premium payment, or Lender deems it necessary in its discretion, Lender may require a fund for insurance as provided for in Item 4.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender and shall provide that the policies shall not be amended or canceled without thirty (30) days prior written notice to Lender. Lender shall have the right to hold the original policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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. Lender is hereby given full power to collect any insurance proceeds or to settle and compromise any insurance claims or bring suit to recover thereunder. Lender is authorized to apply the net proceeds of any insurance claim, after deducting all costs of collection, including attorney's fees, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of the collateral for the remaining indebtedness, Lender may without further notice or demand, elect to declare the whole of the remaining indebtedness due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted in Item 18 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments agreed to by Lender and Borrower, or change the amount of such installments. If, under Item 18 hereof, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof, resulting form damage to the Property prior to the sale or acquisition, shall pass to Lender to the extent of the sum secured by this Mortgage, immediately prior to such sale or acquisition.

3. CHARGES; LIENS. Borrower shall pay all taxes, liens, assessments and other charges, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the Payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish Lender receipts evidencing such payment. If Borrower defaults on any payment of yearly tax or assessment which may attain priority over this Mortgage or the payment of ground rents, if applicable, or if Lender deems it necessary in its discretion, Lender may require a fund for such taxes and assessments as provided for in Item 4. Borrower shall promptly discharge any lien or claim which has or may obtain priority over this Mortgage; provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. In the event any such lien or claim is not promptly discharged, Lender may, at its option, require Borrower to deposit with Lender such amounts or such bonds as are acceptable to Lender to assure the priority of this Mortgage. Borrower further agrees to pay to Lender any costs it may advance in order to protect the priority of its lien, including, but not limited to, court costs and reasonable attorney fees.

4. FUNDS FOR TAXES AND INSURANCE. If Borrower is in default on any premium payment on an insurance policy or if Borrower fails to pay yearly taxes or assessments when due, or if Lender in its discretion deems it necessary, Borrower shall be required to pay to Lender on the day any installments of principal and interest are payable under the Loan Documents, or on such other date as Lender may specify, until the Indebtedness is paid in full, a sum equal to a percentage, to be specified by Lender, of the yearly taxes and assessments (herein "Funds") which may attain priority over this Mortgage, and ground rents on the Property, if any, plus a percentage, to be specified by Lender, of the yearly premium installments for hazard insurance, plus a percentage to be specified by Lender, of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held by Lender and Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. No interest shall be paid to Borrower on the Funds and unless said agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with future monthly installments of Funds payable prior to the due date of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on periodic installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof. Nothing in this paragraph shall be deemed to obligate Lender to pay such charges when due if the Funds are insufficient or the Borrower shall fail to supply Lender with the proper invoice when payment is due.

Upon payment in full of all sums secured by this Mortgage, Lender shall within 10 days refund to Borrower any Funds held by Lender. If under Item 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply any Funds held by Lender as a credit against the sums secured by this Mortgage.

5. APPLICATION OF PAYMENTS. Unless otherwise agreed, all payments are to be applied in the following order: costs, expenses, attorney's fees, interest, escrow, late fees or penalties and then principal. In the event this mortgage secures more than one note or other debt instrument, at Lender's option, payments may be applied on any of the outstanding notes, or concurrently on more than one of the outstanding notes.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLD; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the by-laws and regulations of the condominium or planned unit development.

7. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcement, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement of such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under Item 2 hereof.

Any amounts disbursed by Lender pursuant to this Item 7, with interest thereon, shall become additional indebtedness with Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 7 shall require Lender to incur any expense or take any action hereunder.

8. ENVIRONMENTAL LAWS.

a. Except as set forth in Exhibit 8(a) hereto, Borrower has obtained all permits, licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state or local statute, ordinance, code or regulation affecting or regulating the environment ("Environmental Laws") and, to the best of Borrower's knowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws;

b. Except as set forth in Exhibit 8(b) hereto, Borrower is not aware of, and has not received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance in any material respect with Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste; and

c. Except as set forth in Exhibit 8(c) hereto, there is no civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Borrower, relating in any way to Environmental Laws; and

d. Lender will not be deemed to assume any liability or obligation or duty to clean up or dispose of wastes on or relating to the Property. Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all costs, losses and expenses (including, without limitation attorney's fees) relating to any Environmental Laws or Borrower's breach of any of the foregoing representations or warranties. The provisions of this Item 8 will survive the release or satisfaction of this Mortgage or the foreclosure hereof.

9. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying reasonable cause therefore related to Lender's interest in the Property. Additionally, Lender shall have the right to inspect the books and records of the operation of the Property and make copies thereof during normal business hours and upon notice to Borrower. Borrower shall keep its books and records in accordance with generally accepted accounting principles covering the operation of the Property, should the same be income-producing, Lender may in its discretion require Borrower to deliver to Lender within 90 days after the close of each of the Borrower's fiscal years an audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified public accountant acceptable to Lender.

10. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. No awards or settlements shall be accepted without Lender's prior written consent. Lender is authorized to settle any claim, collect any award, and apply the net proceeds, after deducting all costs of collection including attorney's fees, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 18 hereof. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments referred to in Item 1 hereof or change the amount of such installments.

11. BORROWER NOT RELEASED. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower approved by Lender shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

12. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, Future Advances and Obligations secured by this Mortgage.

13. REMEDIES CUMULATIVE. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the note evidencing the Indebtedness or any of the Loan Documents, or as afforded by law or equity and may be exercised concurrently, independently or successively.

14. SUCCESSORS AND ASSIGNS BOUNDS; JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower and Lender, subject to the provisions of Items 17 and 18 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the Items of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

15. NOTICE. Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified or registered mail, return receipt requested, to Borrower at the address set forth above or as carried on the records of the Lender. Any notice to Lender shall be given by certified or registered mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

16. APPLICABLE LAW, CHOICE OF COURT AND SEVERABILITY. This Deed of Trust shall be governed by the laws of the State of Tennessee. Unless applicable law provides otherwise, Borrower consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Tennessee. Whenever possible, each provision of this Deed of Trust shall be interpreted so as to be effective and valid under applicable state law. If any provision of this Deed of Trust violates the law or is unenforceable, such provision may be enforced to the fullest extent allowed by law and, in any event, the rest of this Deed of Trust shall continue to be valid and enforceable.

17. TRANSFER OF THE PROPERTY AND INTEREST THEREIN. If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise conveyed by Borrower, without Lender's prior written consent, or if any contract to do any of the same is entered into by Borrower without Lender's prior written consent, excluding a transfer by devise, descent or, by operation of law upon the death of a joint tenant, it shall be deemed to increase the Lender's risk and Lender may, at Lender's option, either declare all the sums secured by this Mortgage to be immediately due and payable, or may consent to said conveyance in writing and may increase the interest rate of Indebtedness and/or impose whatever conditions it may deem necessary to compensate it for the increased risk. Lender shall have waived such option to accelerate if, prior to the conveyance, Lender and the person to whom the Property is to be conveyed reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in Item 18, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender may, in its discretion, release Borrower from all obligations under this Mortgage and the Loan Documents, and any such decision to release or not to release Borrower shall be evidenced by said written assumption agreement.

If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, without Lender's prior written consent.

18. ACCELERATION; REMEDIES. Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filing of any proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure.
Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

a. to declare the Obligations immediately due and payable in full; such acceleration shall be automatic and immediate if the Event of default is the commencement of a case under the Bankruptcy Code;

b. to collect the outstanding Obligations with or without resorting to judicial process;

c. to require Borrower to deliver and make available to Lender any personal property or Chattels constituting the Property at a location convenient to Borrower and Lender;

d. to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have the contractual right to appoint a receiver;

e. to employ a managing agent of the Property and let the same, either in Trustee's own name, in the name of Lender or in the name of Borrower, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;

f. to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Deed of Trust or to cure any default, not limited to payment of interest or principal on the Obligations;

g. to foreclose this Deed of Trust judicially or nonjudicially. The Trustee hereunder, or his agent or successors, at the request of the Lender, or the representatives or assigns of the Lender, after giving notice of the time and place of sale by publication of such at least three (3) different times in some newspaper published in the county in which the property is primarily situated, the first of which publications shall be at least twenty (20) days previous to said sale, shall, at the date and time stated in the notice, and at the door of the County Courthouse in said County at which foreclosure sales are customarily held or, at the election of Lender at the Property, proceed to sell the Property at public auction for cash (or for credit against the Obligations if the Lender is the highest bidder) or upon such other terms that are satisfactory to Trustee and Lender, and in bar of the equity of redemption, statutory or otherwise (including, without limitation, those rights of redemption contained in Tennessee Code Annotated Section 66-8-101 et seq.), homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind, all of which are hereby waived. In the event the Trustee cannot determine the person or persons to whom the surplus should be paid or a controversy exists with respect to the surplus, the Trustee may pay the surplus into a court of competent jurisdiction in an interpleader action and all expenses of such action, including legal fees incurred by Lender and Trustee, shall be paid from the surplus, or if the surplus is insufficient, by Borrower. Lender or Lender's designee may purchase the Property at any sale. In the event Lender purchases the Property at the Trustee's sale, to the extent Lender's bid price exceeds the Obligations, Lender shall pay Trustee cash equal to such excess. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property is sold or the Obligations are paid in full. Following a Trustee's sale of the Property, Trustee shall deliver to the purchaser a Trustee's Deed conveying the property so sold without any convenant or warranty, expressed or implied. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statement made therein. Borrower further agrees that in case of any sale hereunder, Borrower will at once surrender possession of the Property, and will from that moment become and be the tenant at will of the purchaser and removable by process as upon a forcible and unlawful detainer suit, hereby agreeing to pay such purchaser the reasonable rental value of the Property after such sale plus all expenses, including legal fees, incurred by the purchaser. Neither the Lender nor the Trustee shall be required to give any notice of the foreclosure sale to the Borrower.;

h. to have a receiver appointed to take possession of the Property, upon the institution of foreclosure proceedings; Trustee shall, upon application therefore, without notice, be entitled and Trustee or Lender shall be entitled to all of the rents, issues and profits arising therefrom during the pendency of any such foreclosure proceedings;

i. to set off Borrower's Obligations against any amounts owed by Lender including, but not limited to, monies, instruments and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and

j. to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Borrower, Borrower waives the posting of any bond which might otherwise be required.

19. SUBSTITUTE TRUSTEE. In case of death, inability or refusal to act or absence of the Trustee from the State of Tennessee or in case the holder of the Obligations shall desire for any reason to remove the Trustee or any substitute trustee hereunder and to appoint a new trustee in his or her place and stead, the holder of the Obligations is hereby granted full power to appoint in writing a substitute trustee for said Trustee and the substitute trustee shall, when appointed, become successor to all rights of Trustee hereunder and the same shall become vested in him or her for all purposes and objects of this Deed of Trust with all power, duties and obligations herein conferred on the Trustee.

20. DOWER. Borrower convenants that all dower interest, if any, in and to the Property is hereby remised, released and forever quitclaimed unto Lender by Borrower.

21. ASSIGNMENTS OF RENTS. Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

22. COLLECTION COSTS. To the extent permitted by law, Borrower agrees to pay on demand Lender's reasonable fees and costs, including but not limited to, fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), whether or not such attorney or agent is an employee of Lender, which are incurred by Lender in collecting any amount due or enforcing or protecting any right or remedy under this Deed of Trust, whether or not suit is brought, including, but not limited to, all fees and costs incurred on appeal, in bankruptcy, and for postjudgment collection actions.

23. . RENTAL OF PROPERTY RESTRICTED. Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future leases, without Lender's prior written consent. If, with Lender's written consent, there is a lease on the Property, Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower is not to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases. If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set forth in Item 21 or any other provision hereof.

24. RELEASE. Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, and, if this Mortgage secures a Credit Agreement evidencing a line of credit, upon Borrower's signed, written instructions to terminate the Credit Agreement, Lender shall discharge this Mortgage with any costs paid by Borrower.

25. MORTGAGE AS SECURITY FOR OTHER LIABILITIES. This Mortgage shall serve as security for every other liability or liabilities of the Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, whether now or hereafter existing and whether the same may have been or shall be participated in, in whole or in part by others, by trust agreement or otherwise, or in any manner acquired by or accruing to the holder hereof, whether by agreement with, or by assignment or endorsement to the Lender by anyone whomsoever. It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, and any extensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of this Mortgage to the recorder for record. Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it shall hereafter be created in a "consumer credit transaction" as defined in Title 1, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601 et. seq., as amended, or any successor federal statute, or any applicable state statue containing substantially similar provisions.

26. ZONING AND PRIVATE COVENANTS. Borrower shall not initiate or consent to any change in the zoning provisions or private convenants affecting the use of the Property without Lender's prior written consent. If Borrower's use of the Property is or becomes a nonconforming use under any zoning provision, Borrower shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Borrower will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private convenants affecting the Property.

27. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Deed of Trust shall be considered a security agreement, financing statement and fixture filing to be filed in the real property records and elsewhere pursuant to the provisions of the Uniform Commercial Code (as adopted by the state(s) where the Property,the Borrower and any third party obligated to perform any Obligation or pay any indebtedness are located) covering all personal property and fixtures included in the definition of the Property above, together with any and all replacements thereof, substitutions therefor and additions thereto, whether now owned or hereafter acquired (the Chattels), and Borrower hereby grants Lender a security interest in such Chattels. Borrower is the debtor for purposes of this grant and perfection of a security interest and the secured party is the Lender. Upon demand, Borrower shall make, execute and deliver such other and further security agreements (as such term is defined in said Uniform Commercial Code) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels and, upon Borrower's failure to do so, Lender is authorized to sign any such agreement as the agent of the Borrower. Borrower hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, describing such Chattels, generically as Lender may choose, including by reference to "all assets" of Borrower. Borrower will pay all filing fees for the filing of such financing statements and for the refiling, continuation or other amendment thereof at the time required, in the opinion of Lender, by said Uniform Commercial Code.

28. FLOOD INSURANCE. If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect, Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required so that Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as then in effect; and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the indebtedness or the maximum limit of coverage made available with respect to any of the Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Lender except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration date of each such flood insurance policy, Borrower shall deliver to Lender a renewal policy or endorsement together with evidence satisfactory to Lender that the premium therefor has been paid. Borrower hereby indemnifies, saves and holds Lender harmless from any losses incurred by Lender arising out of Borrower's failure to obtain or maintain such insurance. Further, if Lender determines that the Property includes a residential building or mobile home located in a "special flood hazard area" and the property is now or later comes to be in the first mortgage lien position with response to the Property, Lender may require Borrower to pay for the premium of the flood insurance through an escrow account, as mandated by 12 CFR 22.5, or other applicable law. If Lender requires an escrow account for the payment of flood insurance premiums, Borrower shall pay to Lender on the day Periodic Payments are due under the Note until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for said premiums.

29. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Borrower's obligations with respect to the Property under any circumstance. Borrower shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees, and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceeding (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving substances described in Paragraph 8(b)). Borrower, upon the request of Lender, shall hire legal counsel, acceptable to Lender, to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Borrower's cost. Borrower's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Deed of Trust.

30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender, regardless of whether such liens, security interests or other encumbrances have been released of record.

31. PRESERVATION OF LIABILITY AND PRIORITY. Without affecting the liability of Borrower or any guarantor of the Obligations, or any other person (except a person expressly released in writing) for the payment and performance of the Obligations, and without affecting the rights of Lender with respect to any Property not expressly released in writing, and without impairing in any way the priority of this Deed of Trust over the interest of any person acquired or first evidenced by recording subsequent to the recording of this Deed of Trust, Lender may, either before or after the maturity of the Obligations, and without notice or consent, release any person liable for payment or performance of all or any part of the Obligations; make any agreement altering the terms of payment or performance of all or any part of the Obligations; exercise or refrain from exercising or waive any right or remedy that Lender may have under this Deed of Trust; accept additional security of any kind for any of the Obligations; or release or otherwise deal with any real or personal property securing the Obligations. Any person acquiring or recording evidence of any interest of any nature in the Property shall be deemed, by acquiring such interest or recording any evidence thereof, to have consented to all or any such actions by Lender.

32. MISCELLANEOUS. Time is of the essence in the performance of this agreement. Borrower waives presentment, demand of payment, notice of dishonor and protest except as required by law. All references to Borrower in this Deed of Trust shall include all persons signing below. If there is more than one Borrower, their Obligations shall be joint and several. This Deed of Trust represents the complete, integrated understanding between Borrower and Lender pertaining to the terms and conditions hereof.

Borrower acknowledges that Borrower has read, understands and agrees to the terms and conditions of this Deed of Trust, and acknowledges receipt of an exact copy of same.

EXECUTION AND ACKNOWLEDGEMENT BY INDIVIDUAL(S):
WITNESS Borrower's (Borrowers')
execution this 14th DAY OF September, 2022,

LISA H. LANCASTER

JOHN M WOODS

JENIFER A RABY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

STATE OF Tennessee, Davidson COUNTY
Personally appeared before me, by means of ☑ physical presence or ☐ online notarization, the undersigned, a Notary Public in and for said County and State,
LISA H. LANCASTER AND JOHN M WOODS, WIFE AND HUSBAND

with whom I am personally acquainted and who acknowledged that HE/SHE executed the within instrument for the purposes therein contained.
(Seal)

Notary Public

Typed, Printed or Stamped Name Jenifer A. Raby

My commission expires: My Commission Expires June 28, 2026

This instrument was prepared by: FIFTH THIRD BANK, N.A.
5050 KINGSLEY DR
CINCINNATI, OH 45263
Ryan Schwallie
14th DAY OF September, 2022

EXECUTION AND ACKNOWLEDGMENT BY CORPORATION, PARTNERSHIP, ATTORNEY-IN-FACT OR OTHER SIGNATURE IN A REPRESENTATIVE CAPACITY:
WITNESS Borrower's execution this

By: _____

Name: _____

Title: _____

STATE OF TENNESSEE
COUNTY OF _____
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, _____, with whom I am personally acquainted, and who acknowledged that (s)he executed the within instrument for the purposes therein contained, and who further acknowledged that (s)he is the _____ of the maker, and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.
WITNESS my hand, at office, this 14th DAY OF September, 2022

Notary Public _____

My commission expires: _____

33. DUPLICATE AND ELECTRONIC RECORDS. Borrower authorizes Lender to convert any documents related to this transaction into accurate duplicates or electronic format and to destroy the original documents and acknowledge that such duplicates or electronic versions of the documents shall have the same force and effect as the originals and, to the fullest extent required by law, hereby adopt and accept such duplicate or electronic versions as authenticated records, identifying Borrower as a party thereto.

34. JURY WAIVER. BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY.

35. Funds For Escrow Items. Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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 change. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

EXHIBIT A

LAND IN DAVIDSON COUNTY, TENNESSEE;

BEING LOT NO. 99 ON THE PLAN OF HILLWOOD ESTATES, SECTION 7, OF RECORD IN PLAT BOOK 2133, PAGE 90, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH SAID PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION THEREOF;

AND FURTHER DESCRIBED BY STAKED SURVEY BY JOHN KOHL AND COMPANY P.C. DATED JUNE 10, 2003, SURVEYOR LICENSE NO. 855, FILE/JOB NO. 57781-382, A COPY OF WHICH IS ATTACHED AS EXHIBIT A TO THE DEED OF RECORD IN INSTRUMENT NO. 20030714-0098077, SAID REGISTERS OFFICE.

THIS BEING THE SAME PROPERTY CONVEYED TO LISA H. LANCASTER, DATED 11/02/2012 AND RECORDED ON 11/08/2012 IN INSTRUMENT NO. 20121108-0103133, IN THE DAVIDSON COUNTY RECORDERS OFFICE.

PARCEL NO. 102 16 0 083.00

Order Number: 7026187

Address: 6100 HICKORY VALLEY RD, NASHVILLE, TN

Certificate of Authenticity

I, JOSHUA CROSS, 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 9/14/22.

Date

Affiant Signature

10/7/22

Date

State of OHIO

County of HAMILTON

Sworn to and subscribed before me this 7 day of October, 2022.

Notary's Signature ANNE GLOVER

My Commission Expires: 10/17/2022

Date

Notary's Seal (if on paper)

NOTARY PUBLIC STATE OF OHIO

ANNE GLOVER
Notary Public, State of Ohio
My Commission Expires
October 17, 2022