N20240726480032

Return To: Regions Bank
Collateral Management
2050 Parkway Office Circle
Birmingham, AL 35244

Prepared By: Krystin Hudgins
1900 5th Avenue North
Birmingham, AL 35203

Karen Johnson Davidson County
Batch# 1164754 DOT
08/01/2024 08:25:30 AM 14 pgs
Fees: $73.00 Taxes: $192.05
20240801-0058233

The Maximum Principal Indebtedness for Tennessee recording tax purposes is:
$169,000.00

Open End Deed of Trust

With Future Advance Clause

88505657 0012215465

The date of this Deed of Trust (*"Security Instrument"*) is July 16, 2024.

Grantor

ANDREW B BENEDICT AKA ANDREW B BENEDICT III and DIANNE L BENEDICT, Husband and Wife;
5208 ANCHORAGE DR
NASHVILLE, TN 37220-1905

Trustee

Melanie Blank
a/an Corporation
150 4th Avenue North
Nashville, TN 37219-

Lender

Regions Bank
Organized and existing under the laws of Alabama
2050 Parkway Office Circle
Birmingham, AL 35244

When Recorded Return To:
Indecomm Global Services
1427 Energy Park Drive
St. Paul, MN 55108

© 2023 Wolters Kluwer Financial Services, Inc
All rights reserved

202408010058233

N20240726480032

1. Conveyance. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

A 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. 64 ON THE PLAN OF HAILEYWOOD ESTATES, SECTION IV, OF RECORD IN PLAT BOOK 2330, PAGE 59, REGISTERS OFFICE FOR SAID COUNTY, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTIONTHIS BEING THE SAME PROPERTY CONVEYED TO ANDREW B BENEDICT III AND WIFE, DIANNE L BENEDICT, DATED 07/20/2011 AND RECORDED ON 08/17/2011 IN INSTRUMENT NO. 20110817-0063360, IN THE DAVIDSON COUNTY RECORDERS OFFICE.PARCEL NO. 146 15 0 157.00

Derivation Clause

The instrument constituting the source of the Borrower's interest in the foregoing described property was a Warranty Deed recorded at Book Number: _____, Page Number: _____, under Instrument No. 20110817-0063360 in the Register's Office of DAVIDSON County, Tennessee.

Parcel ID Number: 146 15 0 157.00

The property is located in DAVIDSON County at 5208 ANCHORAGE DR, NASHVILLE, Tennessee 37220-1905.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as *"Property"*).

2. Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time shall not exceed $169,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. **Notice: Pursuant to *Tenn. Code Anno.* § 47-28-105, Borrower may reduce the limit on the maximum amount of total principal indebtedness to be secured under this Deed of Trust. Borrower has a duty to return cash advance checks, credit cards and any other device to access the line of credit, after notice from the Lender, if Borrower terminates the line of credit by notice to the Lender, or after termination or suspension of the line of credit pursuant to the terms of the open end credit agreement secured by this Deed of Trust.**

3. Secured Debt. The term *"Secured Debt"* is defined as follows:

(A)Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, refinancings, modifications or substitutions.

© 2023 Wolters Kluwer Financial Services, Inc
All rights reserved.



N202407264803 2

The credit agreement signed by ANDREW B BENEDICT and DIANNE L BENEDICT (the *"Borrower"*) and dated the same date as this Security Instrument (the *"Note"*). Under the Note, the Lender agrees, subject to certain terms, conditions and limitations, to make advances to the Borrower in a principal amount outstanding not to exceed One hundred sixty nine thousand and 00/100 Dollars (U.S. $169,000.00). Borrower has promised to pay this debt with interest in regular periodic payments and to pay the debt in full not later than August 9, 2054. The maximum principal indebtedness for Tennessee recording tax purposes is $169,000.00.

(B) All future advances from Lender to Grantor and/or Borrower under the Specific Debts executed by Grantor and/or Borrower in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Grantor and/or Borrower either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(C) All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if any part of the improvements on the Property is located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area.

4. Deed of Trust Covenants. Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees to make all payments when due and to perform or comply with all covenants. Grantor agrees to promptly deliver any notices that Grantor receives from holder. Grantor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

© 2023 Wolters Kluwer Financial Services, Inc.
All rights reserved



N202407264803 2

Claims Against Title. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

5. Authority to Perform. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

6. Assignment of Leases and Rents. Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as *"Leases"*) and rents, issues and profits (all referred to as *"Rents"*). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default under the terms of this Security Instrument.

Grantor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Deed of Trust. This assignment will remain in effect during any redemption period until the Secured Debt is satisfied. Grantor agrees that Lender or Trustee may take actual possession of the Property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Grantor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Grantor will endorse and deliver to Lender any payment of Rents in Grantor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in

© 2023 Wolters Kluwer Financial Services, Inc
All rights reserved



N202407264803 2

this Security Instrument. Grantor warrants that no default exists under the Leases or any applicable landlord/ tenant law. Grantor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

7. Leaseholds; Condominiums; Planned Unit Developments. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

8. Condemnation. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

9. Insurance. Grantor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, and subject to applicable law, purchase insurance, add the premium to the amount due under the Note to bear interest at the interest rate on the Note, establish an escrow account for the payment of insurance premiums, and/or pursue any other remedies available to Lender. If Lender purchases any insurance on the Property, such insurance may, in Lender's sole discretion, protect only Lender's interest. Mortgagor acknowledges that: insurance purchased by Lender may provide limited protection against physical damage to the Property; Mortgagor's equity in the Property may not be insured by such insurance; such insurance may not cover the contents of the Property; and Mortgagor may not be compensated by such insurance for loss or damage to personal belongings, furniture, or equipment. Lender shall have no obligation to purchase any insurance on the Property.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgagee clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

© 2023 Wolters Kluwer Financial Services, Inc
All rights reserved.



N202407264803 2

10. Financial Reports and Additional Documents. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

11. Warranty of Title. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

12. Due on Sale or Encumbrance. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

13. Warranties and Representations. Grantor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Grantor or to which Grantor is a party.

14. Default. Grantor will be in default if any of the following occur:

Fraud. Any Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by Borrower or Grantor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Grantor fails to maintain required insurance on the Property; (b) Grantor transfers the Property; (c) Grantor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction by the Borrower adversely affects Lender's security; (d) Grantor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Grantor dies; (f) if more than one Grantor, any Grantor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Grantor and subjects Grantor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower on any secured debt is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

15. Remedies on Default. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default. In some instances, federal and state law will require Lender to

© 2023 Wolters Kluwer Financial Services, Inc
All rights reserved.



N202407264803 2

provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter.

If there is a default, Trustee shall at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public outcry of the Property to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed on conveyance shall be prima facie evidence of the facts set forth therein.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

16. Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. If Grantor breaches any covenant in this Security Instrument, Grantor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the *United States Bankruptcy Code*, Grantor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released.

17. Environmental Laws and Hazardous Substances. As used in this section, (1) *"Environmental Law"* means, without limitation, the *Comprehensive Environmental Response, Compensation and Liability Act* (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) *"Hazardous Substance"* means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes,

© 2023 Wolters Kluwer Financial Services, Inc
All rights reserved.

202408010058233

N202407264803 2

without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

(A) Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

(B) Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

(C) Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.

(D) Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

18. Escrow for Taxes and Insurance. Until otherwise directed by Lender, Grantor will pay all taxes, assessments, leasehold payments, and insurance premiums as provided in this Security Instrument. Lender may, at any time, in its discretion, require Grantor to establish an escrow account and make escrow payments for such items. In such event, the following paragraphs will apply:

Grantor will pay to Lender amounts for (a) yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, (b) yearly leasehold payments or ground rents (if any), (c) yearly premiums for hazard or property insurance, (d) yearly premiums for flood insurance (if any), and (e) yearly premiums for mortgage insurance (if any). Grantor will pay those amounts to Lender unless Lender tells Grantor, in writing, that Grantor does not have to do so, or unless the law requires otherwise. Grantor will make those payments at the times required by Lender.

Lender will estimate from time to time Grantor's yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the *"Escrow Items"*. Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that Grantor pays to Lender for Escrow Items under this section will be called the *"Funds"*. Lender will collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require for Grantor's escrow account under the federal *Real Estate Settlement Procedures Act of 1974* (as amended), unless another law that applies to the Funds sets a lesser amount. If so, Lender will collect and hold Funds in the lesser amount.

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items. Lender will give Grantor, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

© 2023 Wolters Kluwer Financial Services, Inc
All rights reserved

N20240726480032

Lender may not charge Grantor for holding or keeping the Funds, for using the Funds to pay Escrow Items, for analyzing Grantor's payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge Grantor for these services if Lender pays Grantor interest on the Funds and if the law permits Lender to make such a charge. Lender may require Grantor to pay a one-time charge for an independent real estate tax reporting service used by Lender in accordance with the Secured Debts, unless applicable law provides otherwise. Lender will not be required to pay Grantor any interest or earnings on the Funds unless either (i) Lender and Grantor agree in writing, at the time Grantor signed this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender will account to borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify borrower in writing, and, in such case, borrower will pay to Lender the amount necessary to make up the shortage or deficiency. Borrower shall make up the shortage or deficiency as Lender directs, subject to the requirements of applicable law.

If, by reason of any default under this Security Instrument, Lender declares all Secured Debts due and payable, Lender may then apply any Funds against the Secured Debts.

When Grantor has paid all of the sums secured, Lender will promptly refund to Grantor any Funds that are then being held by Lender.

19. Joint and Individual Liability; Co-Signers; Successors and Assigns Bound. All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.

20. Severability; Interpretation. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

21. Successor Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without

© 2023 Wolters Kluwer Financial Services, Inc
All rights reserved



N20240726480032

conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

22. Notice. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address in this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.

23. Waivers. Except to the extent prohibited by law, Grantor waives all rights to homestead, curtesy and dower, appraisement, and the marshalling of liens and assets relating to the Property. In addition, equitable and statutory rights of redemption by Grantor after foreclosure sale are expressly waived to the extent not prohibited by law.

24. Open End Deed Of Trust. This Deed of Trust is an "**OPEN END MORTGAGE**" as defined under *Tenn. Code Anno.* § 47-28-101. (This statute defines the term mortgage to include a deed of trust.) This Deed of Trust secures a revolving, open end, credit plan. The term for this open end credit plan is 360 months from today's date. (The term, including extensions, cannot exceed 30 years.) Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

25. Applicable Law. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located.

26. Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]

☐ Assignment of Leases and Rents ☐ Other: _____

27. ☐ Additional Terms. _____

28. Additional Rights and Remedies Upon Default and Foreclosure. Upon the occurrence of an Event of Default, Lender, in addition to the other rights and remedies provided in this Security Instrument, at law and in equity, shall have the right at any time, at its option and sole discretion, to pay any or all indebtedness secured by a prior security interest in the Property (an "Existing Lien"), and to cause any or all Existing Liens, or other liens, on the Property to be discharged, whether or not such indebtedness, Existing Liens or other liens are in default, and any such payment by Lender shall constitute Secured Debt as defined herein. Lender's right of payment and discharge, expressly hereby authorized by Grantor, includes the right of Lender to pay any and all proceeds (including but not limited to excess proceeds above the amount owed) arising from collection efforts (including foreclosure sale or any other subsequent sale by Lender) toward any indebtedness evidenced by a recorded lien against the Property, whether or not such lien was extinguished upon foreclosure. Grantor expressly authorizes Lender to communicate with other lienholders, holders and/or owners (and their agents, representatives and servicers) of such other indebtedness, and to rely on information obtained from them in order to make such payment to them. In addition to and not in limitation of the other rights of Lender provided in this Security Instrument, at law and in equity, until all sums owed under the Note have been paid to or otherwise recovered by Lender, any and all reasonable attorneys' fees, expenses and carrying costs (including but not limited to insurance, ad valorem taxes, improvements, maintenance, repairs, assessments, association dues, environmental reports, surveys, closing costs, real estate commissions, advertising and marketing) incurred by Lender during the course of collection and recovery (both before and after foreclosure) shall constitute Secured Debt as defined herein. Grantor agrees that in

© 2023 Wolters Kluwer Financial Services, Inc
All rights reserved.



N202407264803 2

the event Lender sells the Property post-foreclosure during any applicable redemption period, any payment and discharge of liens, and any and all reasonable attorneys' fees, expenses, costs of sale and carrying costs (including but not limited to those described above) incurred by Lender during Lender's period of ownership of the Property shall be deducted for the purposes of determining any profit realized.

29. Defense Costs. Subject to any limits under applicable law, in addition to the costs and expenses Grantor has agreed to pay within this Deed of Trust, Grantor will pay all costs and expenses incurred by Lender arising out of our relating to any steps or actions Lender takes to defend any unsuccessful claim, allegation, remedy or counterclaim Borrower may assert against Lender. Such costs and expenses shall include, without limitation, reasonable attorneys' fees and costs.

30. Authorization to Other Lien Holders. The Grantor hereby authorizes the holder of any other mortgage, lien or encumbrance on any portion of the Real Property and any other party claiming any interest in the Real Property whatsoever to disclose to the Lender any and all information the Lender may request, including, without limitation: (1) the nature of such interest in or claim to the Real Property; (2) the amount of such interest or claim or of any indebtedness or obligation secured by any mortgage, lien or encumbrance; (3) the amount of any such indebtedness or obligation that is unpaid; (4) whether any amount owed on any such indebtedness or obligation is or has been in arrears; (5) whether there is or has been any default with respect to any such mortgage, lien or encumbrance or the indebtedness or obligation secured thereby; and (6) any other information regarding such interest, claim, mortgage, lien or encumbrance or the indebtedness or obligation secured thereby which the Lender may request from time to time. This authorization shall be effective without any further action, notice, authorization or consent from the Grantor and shall remain in full force and effect for so long as this Deed of Trust remains unsatisfied and has not been released.

31. Private Flood Insurance. If the Property is at any time deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area and if Federal Flood Insurance is not available, Grantor agrees to obtain and maintain flood insurance in an amount equal to the maximum amount of Grantor's credit line and the full unpaid principal balance of any prior liens on the Property. Such flood insurance will be with such insurer as is satisfactory to Lender. Such flood insurance will also be on such terms as are satisfactory to Lender, including deductible provisions, endorsements, a standard mortgagee clause in favor of Lender, and stipulations that coverage will not be cancelled or diminished without as least ten (10) days' prior written notice to Lender with no disclaimer for failure to give such cancellation notice.

32. Subordination, Partial Release and Other Modification Requests. From time to time, Grantor or Borrower may request that Lender subordinate the lien of this Deed of Trust to another lien, release part of the Property from the lien of this Deed of Trust, or agree to some other modification of this Deed of Trust or the Credit Agreement or any Related Document. Lender is not obligated to agree to any such request. Lender may, in its sole discretion, impose conditions on its agreement to any such request. Such conditions may include, without limitation, imposing a fee or increasing the interest rate under the Credit Agreement, or both.

© 2023 Wolters Kluwer Financial Services, Inc.
All rights reserved



N20240726480032

Signatures

By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated in this Security Instrument.

Grantor

Andrew B Benedict 7/16/24
ANDREW B BENEDICT **Date**

Dianne L. Benedict 7/16/2024
DIANNE L BENEDICT **Date**

Acknowledgment

State of Tennessee

County of Williamson

On July 16, 2024 before me personally appeared ANDREW B BENEDICT, to me known to be the person (or persons) who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person's (or persons') free act and deed.

Notary Public

Wm Brad Tabers
Notary Public Name

My Commission Expires:
4-8-28

WM. BRAD TABERS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

This notarial act was completed:
☒ In Person
☐ In Person Electronic
☐ Using Audio-Video Communication

© 2023 Wolters Kluwer Financial Services, Inc
All rights reserved.

202408010058233

N202407264803 2

Acknowledgment

State of Tennessee

County of Williamson

On July 16, 2024 before me personally appeared DIANNE L BENEDICT, to me known to be the person (or persons) who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person's (or persons') free act and deed.

Notary Public

Wm. Brad Tabers
Notary Public Name

My Commission Expires:
4-8-28

WM. BRAD TABERS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

This notarial act was completed:
☒ In Person
☐ In Person Electronic
☐ Using Audio-Video Communication

© 2023 Wolters Kluwer Financial Services, Inc.
All rights reserved

U08411965
1830 7/31/2024 82505657/1

Certificate of Authenticity

I, Jonathan Vang, 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 7.16.24.

Date

Affiant Signature

7.31.24

Date

State of Minnesota

County of Ramsey

Sworn to and subscribed before me this 31st day of July, 2024.

Notary's Signature

My Commission Expires: Jan. 31, 2027

Date

Notary's Seal (if on paper)

SHOUA LEE
Notary Public-Minnesota
My Commission Expires Jan 31, 2027