This instrument was prepared by:
City Title, LLC
301 Plus Park Blvd Ste 502
Nashville, TN 37217
CT-24-5370

Karen Johnson Davidson County
Batch# 1256560 AFFIDAVIT
04/04/2025 02:05:30 PM 4 pgs
Fees: $22.00 Taxes: $0.00
20250404-0025803

SCRIVENER'S AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF Rutherford

Comes now, **Anna Martin,** of City Title, LLC, hereinafter referred to as Affiant, on this 31st day of March, 2025, and after first being duly sworn according to law, does state the following as true and correct to the best of her knowledge, information and belief:

1. City Title, LLC closed a transaction with a Deed of Trust, dated December 9, 2024, and recorded December 12, 2024, in Instrument No. 20241212-0096608, in the Register's Office for Davidson County, Tennessee, between Sean Kennedy and Christina M. Kennedy, husband and wife, ("BORROWERS"), Ameris Bank, ("LENDER").

2. **That the above-mentioned Deed of Trust was recorded with an error as follow:**

   A.) The "**PLANNED UNIT DEVELOPMENT RIDER**" was inadvertently omitted from recording with the Deed of Trust.

3. **That Affiant makes this affidavit for the purpose of amending the original Deed of Trust as follows:**

   A.) The "**PLANNED UNIT DEVELOPMENT RIDER**", being recorded herewith as a **RIDER** to the **DEED OF TRUST**.

Affiant further said not.

AFFIANT

STATE OF TENNESSEE
COUNTY OF Rutherford

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, **Anna Martin**, the within named bargainer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 31stday of March, 2025.

ELIZABETH SMITH
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
My Commission Expires 02-18-2029

Notary Public

My Commission Expires:

LOAN #: 7166441513
MIN: 1009207-0000441044-5

FHA Case No.
483-7146301-703-203B

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **9th** day of **December, 2024,** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to **Ameris Bank, a Corporation**

("Lender") of the same date and covering the Property described in the Security Instrument and located at:
4064 Farmingham Woods Drive
Hermitage, TN 37076.

The Property Address is a part of a planned unit development ("PUD") known as
Farmingham Woods

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then:

   (i) Lender waives the provision in Paragraph 3 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and

   (ii) Borrower's obligation under Paragraph 5 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

   Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.



B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Sean Kennedy 12-9-24 (Seal)
SEAN KENNEDY DATE

Christina M Kennedy 12-9-24 (Seal)
CHRISTINA M KENNEDY DATE

202504040025803

Certificate of Authenticity

I, Joshua A. Terry, 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 3/31/2025.

Affiant Signature – Joshua A. Terry

4/4/2025

Date

State of Tennessee

County of Williamson

Sworn to and subscribed before on 4/4/2025.

Notary Public

KATHLEEN WILLIAMS
TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

My Commission Expires: 5-10-27