

**IN THE CHANCERY COURT FOR LOUDON COUNTY, TENNESSEE**

STATE OF TENNESSEE,  
RUSSELL JOHNSON, AS THE DISTRICT ATTORNEY  
GENERAL FOR THE 9<sup>TH</sup> JUDICIAL DISTRICT,  
ON INFORMATION OF HENRY CULLEN

PETITIONER,

V.

NO. 12751

JULIA C. HURLEY,  
LOUDON COUNTY COMMISSIONER  
FOR THE 2<sup>ND</sup> COMMISSION DISTRICT,

RESPONDENT.

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**PETITION OF QUO WARRANTO AGAINST JULIA C. HURLEY, AS LOUDON  
COMMISSIONER OF THE 2<sup>ND</sup> COMMISSION DISTRICT**

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Petitioner, the State of Tennessee, on relation of Russell Johnson, District Attorney General for the Ninth Judicial District of Tennessee ("District Attorney"), said district consisting of Loudon, Roane, Morgan and Meigs Counties, on information of Henry Cullen pursuant to Tenn. Code Ann. § 29-35-101, *et seq.*, states as follows:

**INTRODUCTION, PARTIES AND JURISDICTION**

1. This is a suit to adjudicate that Respondent Julia Hurley ("Hurley"), is unlawfully holding public office due to having removed herself from the 2<sup>nd</sup> Commission District that she was elected to represent as a Loudon County Commissioner.
2. Hurley was elected as a Loudon County Commissioner for the 2<sup>nd</sup> Commission District - Seat A, on August 2018 and sworn in on September 1, 2018.
3. Hurley moved her residence from the 2<sup>nd</sup> Commission District to the 5<sup>th</sup> Commission District on or before August 1, 2019, in violation of Tennessee Code Annotated § 5-5-102.

FILED 26 DAY OF Mar 2020  
Wisa Niles AT 8:50 AM  
LOUDON CO. CLERK & MASTER

4. District Attorney General Russell Johnson predicated an investigation by the Tennessee Bureau of Investigation (hereinafter “TBI”) upon learning of Hurley’s removal from the 2<sup>nd</sup> Commission District. Subsequent to this action, the Loudon County Commission led by Chairman Henry Cullen, who is a Commissioner for the 7<sup>th</sup> Commission District, passed a resolution requesting District Attorney General Russell Johnson to investigate this situation and to take any necessary action, such as a *Quo Warranto* suit to address or remedy Hurley’s removal from her elected district.

5. *Quo Warranto* is a statutory remedy to adjudicate that an elected official is unlawfully holding public office and is filed in the name of the State of Tennessee by the District Attorney General and can also be brought, pursuant to Tennessee Code Annotated §§ 29-35-101, 29-35-109, and 29-35-110, upon information of an individual with the individual’s surety for costs.

6. Hurley was elected to the office of Commissioner for the 2<sup>nd</sup> Commission District in 2018 at which time she owned and principally resided in a residence located at 406 West 5<sup>th</sup> Avenue, Lenoir City, Tennessee which is located within the 2<sup>nd</sup> Commission District. During the summer of 2019 Hurley purchased a residence located at 600 Yellowstone Drive, Lenoir City, Tennessee to become and be used as her principal residence. The residence at 600 Yellowstone Drive is located in the 5<sup>th</sup> Commission District. Upon learning of Hurley’s move to a residence outside of the 2<sup>nd</sup> Commission District, Petitioner predicated an investigation by the Tennessee Bureau of Investigation (hereinafter TBI), which investigation was then commenced by the TBI.

7. The TBI investigation established that there was reasonable cause to believe that the Respondent no longer resided within her elected district and that Hurley had committed acts

or omissions which constitute a forfeiture of her office pursuant to Tennessee Code Annotated §§ 29-35-101 and 5-5-102.

8. The District Attorney General is authorized to bring this action pursuant to Tenn. Code Ann. § 29-35-101, *et seq*, having found reasonable cause from the TBI investigation and the complaint of Henry Cullen.

9. The District Attorney General has attempted to resolve this matter without filing this suit as evidenced by his letter dated December 13, 2019 to Hurley's attorney T. Scott Jones. The letter gave Hurley until March 6, 2020 to move back into the 2<sup>nd</sup> Commission District in order to avoid the necessity of this suit. As of the filing of this suit, she has not complied with that request. (See Exhibit 1 attached).

10. This Court has jurisdiction to hear this case. Venue is proper in Loudon County.

#### **FACTUAL ALLEGATIONS**

11. Hurley is the duly elected and serving County Commissioner for the 2<sup>nd</sup> Commission District of Loudon County, the 2<sup>nd</sup> Commission District being one of seven commission districts within Loudon County and Julia C. Hurley being one of ten county commissioners in Loudon County. Hurley was elected and began serving her four-year term as Commissioner in 2018. There are two commissioners for the 2<sup>nd</sup> Commission District and Hurley serves in the 'Seat A' position.

12. When Hurley was elected to office of Commissioner for the 2<sup>nd</sup> Commission District in 2018 she owned and principally resided in a residence located at 406 West 5<sup>th</sup> Avenue, Lenoir City, Tennessee which is located within the 2<sup>nd</sup> Commission District. During the summer of 2019 Hurley purchased a residence located at 600 Yellowstone Drive, Lenoir City, Tennessee to become and be used as her principal residence.

13. Hurley participated in a real estate closing on June 4, 2019 and is believed to have paid \$330,000 for the house and lot at 600 Yellowstone Drive. The warranty deed evidencing this transaction is recorded in Deed Book D413 at Page 364-365 in the Loudon County Register of Deeds Office and the affidavit therein for purposes of the recording tax calculation shows a purchase price of \$330,000. (See Exhibit 2 attached).

14. The residence that Hurley purchased at 600 Yellowstone Drive is located in the 5<sup>th</sup> Commission District, not the 2<sup>nd</sup> Commission District.

15. Hurley obtained a purchase money mortgage in the amount of \$313,500 on the 600 Yellowstone Drive property through Mortgage Investors Group as evidenced by a deed of trust recorded in Trust Book T410 at Page 29-46 in the Loudon County Register of Deeds Office. Paragraph No. 6 of said Deed of Trust states as follows: “*Borrower shall occupy, establish, and use the Property as **Borrower’s principal residence** within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as **Borrower’s principal residence** for at least one year after the date of occupancy...*” (emphasis added). (See Exhibit 3 attached).

16. On or about August 1, 2019 Hurley leased her former principal residence located at 406 West 5<sup>th</sup> Avenue to Brooke Holmes who was a colleague of Hurley’s through the Keller-Williams real estate broker where both worked at the time. The lease was for a period of one year and one day from August 1, 2019 to August 1, 2020. (See Exhibit 4 attached).

17. According to a statement of Brooke Holmes, the agreement was to also include a purchase option at the end of the lease as evidenced in writing by emails and text messages between Hurley and Holmes.

18. Since Hurley purchased and occupied the house outside of her 2<sup>nd</sup> Commission District, she has missed Loudon County Commission regular meetings and workshop meetings. (See Exhibit 5 attached).

19. Hurley posted a video, originally to Facebook, telling about “moving into a new home next week... while I have my daughter, who will be at our new house unpacking everything, so I’m going to come back from Texas to a new home.” (See <https://www.youtube.com/watch?v=h6W9oyoXomo>)

20. The residence Hurley is referring to in her Facebook video is located at 600 Yellowstone Drive in the 5<sup>th</sup> Commission District.

21. For the period of time that she has been living in the 600 Yellowstone Drive residence, Loudon County has paid approximately \$16,000.00 in compensation and benefits to Hurley or on her behalf as Loudon County Commissioner.

22. In a front page article of the Loudon County News Herald leading up to the March 3, 2020 elections, Hurley told a reporter that she was going to vote in the election (even though she was not living in the 2<sup>nd</sup> Commission District). At the most recent Loudon County primary election and presidential primary election held in Loudon County on Tuesday, March 3, 2020, Hurley intentionally did not vote (in either the early voting period or on Election Day). Therefore, Hurley did not vote at any of the 2<sup>nd</sup> or 5<sup>th</sup> district precincts because, if she had done so, she might have committed voter fraud and/or perjury if she had sworn to correctness of the 6<sup>th</sup> Avenue address and then voted in the 2<sup>nd</sup> District; or, by voting in the 5<sup>th</sup> district, she would have affirmatively acknowledged that she in fact was not a resident of the 2<sup>nd</sup> Commission District that she was elected to serve in the Loudon County Commission.

**FIRST CAUSE OF ACTION - RESIDENCY**

23. The Plaintiff incorporates all of the allegations set forth in paragraphs 1-22 as if set forth fully herein.

24. Hurley does not reside within the district she was elected to represent.

25. Hurley's conduct is in violation of Tenn. Code Ann. § 5-5-102.

**SECOND CAUSE OF ACTION – QUALIFIED VOTER**

26. The Plaintiff incorporates all of the allegations in paragraphs 1-25 as if set forth fully herein.

27. Hurley is not qualified to vote in the Second (2<sup>nd</sup>) District since her principal residence is located in the Fifth (5<sup>th</sup>) district.

28. Hurley's conduct is in violation on Tenn. Code Ann. § 5-5-102.

**PRAYER FOR RELIEF**

WHEREFORE, having fully stated its claims, Petitioner seeks the following relief:

A. That process issue and that Respondent Hurley be required to answer this Petition within the time prescribed by law;

B. That the Court find Respondent Hurley's is unlawfully holding public office due to having removed herself from the 2<sup>nd</sup> Commission District that she was elected to represent as a Loudon County Commissioner.

C. That Respondent Hurley be notified that a trial will be conducted;

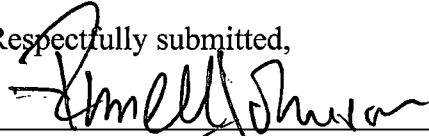
D. That the filing fee of this petition be held in abeyance and liability of cost be accessed pursuant to Tenn. Code Ann. §29-35-119;

E. That the costs of this matter be taxed to the Respondent;

F. Petitioner reserves the right to file an injunction upon the lifting of the Tennessee Supreme Court's Order as of March 25, 2020 prohibiting in-person proceedings through April 30, 2020.

G. For such other and further relief to which it may be entitled.

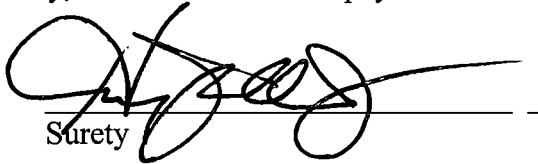
Respectfully submitted,



Russell Johnson (TN BPR: 014369)  
District Attorney General  
Ninth Judicial District  
1008 Bradford Way  
Kingston, TN 37736

**COST BOND**

I, Henry Cullen, a citizen of Loudon County agree as Surety, to be held and firmly bound unto the Chancery Court Clerk of Loudon County, Tennessee for the payment of all costs awarded against the Petitioner.

  
Surety



# EXHIBIT 1

Office *of the* District Attorney General  
Ninth Judicial District

Serving Loudon, Meigs, Morgan and Roane Counties  
Russell Johnson, District Attorney General

December 13, 2019

T. Scott Jones, Esq.  
Banks & Jones  
2125 Middlebrook Pike  
Knoxville, TN 37921

FILED 26 DAY OF MAY 2020  
Wisa Niles AT 8:50 AM  
LOUDON CO. CLERK & MASTER

RE: Loudon County Commissioner Julia Hurley – residency investigation

Dear Mr. Jones,

The Tennessee Bureau of Investigation has concluded the investigation on your client, Loudon County Commissioner Julia Hurley, which I requested upon learning of her purchase and move into the residence which is located on Shenandoah Drive in Lenoir City. As you and your client are aware this residence is located outside of the 2<sup>nd</sup> District which district Commissioner Hurley was elected to represent. Instead, this residence is located in the 5<sup>th</sup> District which is represented by Commissioners Harold Duff and Van Shaver.

My analysis of the situation, based upon the interviews and information developed by the investigation, is that Julia Hurley purchased the house and property on Shenandoah intending it to be her permanent residence. She did so without realizing this residence was located outside of the 2<sup>nd</sup> District. She did so without bothering to contact the Administrator of Elections to determine where the district boundary was located relative to Harrison Road and the location of her new residence. It appears that she merely assumed (incorrectly) that, since the new residence was located inside the city limits of Lenoir City, it was also located inside the 2<sup>nd</sup> District. It was only after she was made aware that this residence was inside the 5<sup>th</sup> District that she contacted a friend, also a local elected official, who advised her that she needed to either move back inside the 2<sup>nd</sup> District or claim that the move was temporary in nature.

[This advice was based in part on the situation wherein another local elected official moved temporarily into a rental property in Knox County. He did so when the house that he was living sold while he was building a new permanent residence inside Loudon County. When the residence he was building was completed, some six months later, he moved back inside of Loudon County. Also, before he moved to the rental home in Knox County, he informed the County Mayor of what he was doing and explained from the outset that the move was temporary in nature.]

The above-described situation meets both the provisions of the law and the intent of the law allowing for a temporary residence and it is clearly distinguishable from Commissioner Hurley's situation.]

1008 Bradford Way  
Kingston, TN 37763

Russell Johnson  
[www.9thdag.com](http://www.9thdag.com)

Phone (865) 376-2145  
Fax (865) 376-2145



# EXHIBIT 1

In Commissioner Hurley's case the move was permanent.

- a) She rented out her former home at the 5<sup>th</sup> Avenue location on a long-term lease. She (along with her mother) apparently owns other property inside the 2<sup>nd</sup> District where she could have moved.
- b) Her social media posting leading up to her move gives all indications that this is a permanent move.
- c) Her tenant at the former residence, who is or was a co-worker, indicated that this was a permanent move for Hurley.
- d) Her former neighbors indicated that this was a permanent move for Hurley.
- e) Her new neighbors indicate that Hurley is living at the new location on a permanent basis.

Commissioner Hurley self-styles herself as a 'real estate provisional'. She holds herself out to be such on her online presence and in social media postings. Therefore, she had access to every possible data base and record to determine before the move to Shenandoah Drive whether or not the property was located inside the 2<sup>nd</sup> District.

Even though Commissioner Hurley is in her first term as Commissioner, she did serve one term as a State Representative from 2010-2012. There was a decennial US Census in 2010 which triggered a legislative redistricting process by the Tennessee Legislature leading up to the 2012 election. Even though she lost her seat in the 2012 election, then State Representative Hurley would have been intimately engaged in the redistricting process being in the Republican Caucus which controlled the redrawing of those precinct lines. Speaking from experience, having gone through the same process in 2002, this is a procedure where you become acutely aware of how these precinct lines are drawn and how important it is to understand each neighborhood, subdivision and street. You learn that precinct lines are not always respecters of other boundaries (e.g. city limits). Additionally, during her two years as a legislator, Hurley should have become well aware of residency laws for all elected officials.

Therefore, it should not have been out of ignorance *of the law* that led her to make this move without checking the district lines before she made the move. Instead of stating that it was a temporary move (*because it was not a temporary move*) she consulted a friend who advised her, telling her what she should say. Instead of admitting she made a mistake and taking action to correct her mistake, she is maintaining an untruthful position that is easily rebutted by her own actions, her own statements on social media and to others, as well as her post discovery response to her mistake conduct.

The law that you cite regarding temporary residency deals with situations that the Legislature intended for temporary changes in residency to cover; situations like that involving military service (e.g. Representative John Mark Windle spent almost a year in Iraq with the 278<sup>th</sup> RCT in the National Guard, or persons taking teaching or other positions on a temporary basis). Commissioner Julia Hurley never intended this to be a temporary move. She purchased the Shenandoah home as a permanent residence.

# EXHIBIT 1

I have spoken with the Loudon County Administrator of Elections and have given her my opinion that Julia Hurley is now a permanent resident of Shenandoah Drive inside the 5<sup>th</sup> District. There is an election day coming up March 2, 2020. Julia Hurley needs to re-establish her permanent residency inside the 2<sup>nd</sup> District in a legal and timely manner in order to legally vote in that election as a resident of the 2<sup>nd</sup> District. If she does not, then she will not be allowed to vote in that election as a resident of the 2<sup>nd</sup> District.

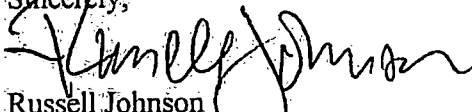
If she chooses to remain beyond March 6<sup>th</sup> at Shenandoah Drive, then your client needs to resign her position as Commissioner of the 2<sup>nd</sup> District. She owes her constituents and her fellow Commissioners that much. If she does not, then I will seek to file an ouster lawsuit as soon as possible after that date. This gives her an additional four months to relocate on top of the time she has had since the discovery of her mistaken move.

I realize that, if we have to go down the road of an ouster lawsuit, that we may be making new law as there is a dearth of case law on this issue. If I, however, simply ignore what the facts show in this situation, then I am ignoring what I think is a clear violation of the residency law. You cannot make a decision to move somewhere on a permanent basis, then say the move was temporary because you made a mistake.

The statute begs for interpretation by the Courts or at least to bring these issues to the attention of the Legislature. I do not believe that they intended to make a law to allow any elected official to move where they want on a permanent basis and to be able to cloak themselves in the blanket of a claim of temporary residency when the intent was otherwise.

I realize this is not as significant as being a US Senator for Tennessee and mistakenly moving across State Street in Bristol to the State of Virginia. But for the residents of the 2<sup>nd</sup> District of Loudon County, I believe they expect more from their Commissioner. She should merely acknowledge her mistake and rectify same. I am giving her ample opportunity to do so. As always, I appreciate your professional and zealous representation of you clients. Please advise me which path Commissioner Hurley wishes to pursue.

Sincerely,



Russell Johnson  
District Attorney General

cc: Loudon County Mayor and Loudon County Administrator of Elections

THIS INSTRUMENT PREPARED BY:  
Heather A. Quinn-Bader, Attorney-at-Law  
105 Westview Lane, Oak Ridge, TN 37830  
(865)386-6580; BPR #014659

BK/PG: D413/364-365

19004691	
2 PGS AL-WARRANTY DEED	
TRACIE BATCH: 147631	
06/05/2019 - 11:43:30 AM	
VALUE	330000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1221.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1234.00
STATE OF TENNESSEE, LOUDON COUNTY	
TRACIE LITTLETON	
REGISTER OF DEEDS	

Tax ID: 020AF-006

WARRANTY DEED

THIS INDENTURE is made the date of the acknowledgment below; by and between Joanne L. Francis, unmarried widow of Dean A. Francis, hereinafter referred to as "Grantor," and Julia C. Hurley, unmarried, hereinafter referred to as "Grantee."

WITNESSETH:

That Grantor, for and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey, unto the Grantee that certain real property and premises described as follows:

Situated in District No. Two (2) of Loudon County, Tennessee, and within the City of Lenoir City, Tennessee; being known and designated as all of Lot 6, Harrison Woods Subdivision, as shown by map of same of record in Map Cabinet G, Slide 34, in the Register's Office for Loudon County, Tennessee, to which map specific reference is hereby made for a more particular description.

With the hereditaments and appurtenances thereto appertaining, to have and to hold the said premises to Grantee, and Grantee's successors, heirs, executors, administrators, and assigns forever.

Being the same property was conveyed to Dean A. Francis and wife Joanne L. Francis by Deed from M-3 Construction, Inc., dated December 8, 2006, and of record in Deed Book 314, Page 799, in the Register's Office for Loudon County, Tennessee. By Execution hereof, Grantor makes oath that she was married to Dean A. Francis at the time they acquired title to this property, and they remained married without intervening separation or divorce until his death.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.

Grantor, for Grantor and Grantor's successors and assigns, does hereby covenant with Grantee, and Grantee's successors, heirs, executors, administrators and assigns, that Grantor is lawfully seized in fee simple of the premises conveyed hereby, and has full power, authority and right to convey the same, and that the said premises are free from all encumbrances, except restrictions and easements of record, including, but not limited to the restrictions of record in Trust Book 812, Page 565, amended in Trust Book 830, Page 360, and Trust Book 830, Page 358, in the Register's Office for Loudon County, Tennessee, and the restrictions and easements shown on the plat of record in Map Cabinet G, Slide 34, in the Register's Office, and that Grantor will forever warrant and defend said premises and the title thereto against the lawful claims of all persons whomsoever.

Whenever in this instrument a pronoun is used, it shall be construed to represent either singular or plural, as the case may demand.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day, month and year first above written.

se.10072-6-19-25177

Book D413 Page 364

FILED 26 DAY OF Mar 20 20  
AT 9:52 AM  
Miss Miller  
LOUDON CO. CLERK & MASTER

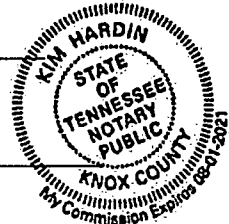
Joanne L. Francis  
Joanne L. Francis

STATE OF TENNESSEE  
COUNTY OF Knox

Before me, the undersigned, a notary public of the aforesaid state and county, personally appeared Joanne L. Francis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), to be the persons who executed the foregoing instrument as his/her free act and deed.

WITNESS my hand and seal at office in Knox Co. TN, this 4th day of June, 2019.

My commission expires: 8-1-2021 Kim Hardin  
Notary Public



AFFIDAVIT OF CONSIDERATION

I hereby swear or affirm that the actual consideration or true value of the property transferred hereby, whichever is greater, is 330,000.00

[Signature]  
Affiant

Subscribed and sworn to before me this 4th day of June, 2019.

Kim Hardin  
Notary Public

My Commission Expires: 8-1-2021



Property Owner/Taxpayer Address:  
Name Julia Cheyanne Hurley  
Address: 600 Yellowstone Lane, Lenoir City, Tennessee 37771

Property Address: 600 Yellowstone Lane, Lenoir City, Tennessee 37771

This Instrument Was Prepared By:  
Mortgage Investors Group  
8320 E. Walker Springs Lane, 200  
Knoxville, TN 37923

After Recording Return To:  
Mortgage Investors Group  
8320 East Walker Springs Lane, Suite 200  
Knoxville, TN 37923  
Loan Number: 20149919

BK/PG: T1410/29-46  
19004692

18 PGS:AL TRUST DEED	
TRACIE BATCH: 147631	
06/05/2019 - 11:43:30 AM	
VALUE	313500.00
MORTGAGE TAX	358.23
TRANSFER TAX	0.00
RECORDING FEE	90.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	451.23

STATE OF TENNESSEE, LOUDON COUNTY  
TRACIE LITTLETON  
REGISTER OF DEEDS

[Space Above This Line For Recording Date]

DEED OF TRUST

The maximum principal indebtedness for Tennessee recording tax purposes is \$ 313,500.00

MIN: 1001095-0020149919-8

MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated JUNE 4, 2019, together with all Riders to this document.
- (B) "Borrower" is JULIA C HURLEY, AN UNMARRIED WOMAN

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is MORTGAGE INVESTORS GROUP

Lender is a GENERAL PARTNERSHIP organized and existing under the laws of TENNESSEE  
Lender's address is 8320 EAST WALKER SPRINGS LANE, SUITE 200, KNOXVILLE, TENNESSEE 37923

(D) "Trustee" is Charles E. Tonkin, II  
Knoxville, Knox County, Tennessee

a resident of Knox County, Tennessee.  
(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security



FILED 26 DAY OF Mar 20 20  
Hisa Niles AT 8:56 am  
LOUDON CO. CLERK & MASTER

Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JUNE 4, 2019.  
 The Note states that Borrower owes Lender THREE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$ 313,500.00) plus interest.  
 Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 2049

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."  
 (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.  
 (I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |  |
|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Biweekly Payment Rider                    |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Second Home Rider                         |
| <input type="checkbox"/> Condominium Rider     | <input type="checkbox"/> Other(s) [specify]                        |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.  
 (P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation; Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.



TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of Loudon

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See attached Exhibit A
See attached Exhibit A
A.P.N.: 020 A F 006

which currently has the address of

600 Yellowstone Lane
[Street]

Lenoir City
[City]

Tennessee 37771
[Zip Code]

("Property Address"):

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.



**UNIFORM COVENANTS:** Borrower and Lender covenant and agree as follows:

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

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

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

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

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

**3. Funds for Escrow Items.** 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: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver,





Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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 charge. 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.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property 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 any other hazards



including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender: (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.



6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage



Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or



Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy, including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.



Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.



If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees; and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances:



gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement in the county in which the Property is located for the time and in the manner provided by Applicable Law, and Lender or Trustee shall mail a copy of the notice of sale to Borrower in the manner provided in Section 15. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and under the terms designated in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. If the Property is sold pursuant to this Section 22, Borrower, or any person holding possession of the Property through





Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant at will of the purchaser and hereby agrees to pay the purchaser the reasonable rental value of the Property after sale.

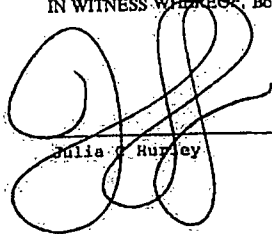
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Waivers. Borrower waives all right of homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.



Julia T. Hurley (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_



\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_

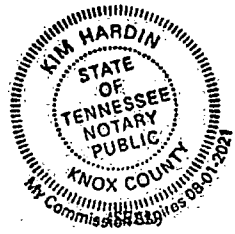
State of TN )

County of Box )

On this 24<sup>th</sup> day of June 2019, before me personally appeared

Julia C Hurley

to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.



Kim Hardin  
Signature

\_\_\_\_\_  
Title

My commission expires: 8-1-2021

Loan Originator: Robert Carter, NMLSR ID 899005  
Loan Originator Organization: Mortgage Investors Group, NMLSR ID 34391  
TENNESSEE Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS  
Form 3043 1/01 Page 14 of 14 DocuMagie eForms  
www.documagic.com



**Exhibit A**

600 Yellowstone Lane  
Lenoir City, TN 37771  
Tax ID#: #: 020AF-006; 2018

Situated in District No. Two (2) of Loudon County, Tennessee, and within the City of Lenoir City, Tennessee, being known and designated as all of Lot 6, Harrison Woods Subdivision, as shown by map of same of record in Map Cabinet G, Slide 34, in the Register's Office for Loudon County, Tennessee, to which map specific reference is hereby made for a more particular description.

BEING the same property conveyed to Julia C. Hurley, unmarried from Joanne L. Francis, unmarried by Warranty Deed dated 6-4-19, recorded as Deed Book 413 page 364, in the Register's Office of Loudon County, Tennessee.

Exhibit A (letter)

File No. 6-19-25177-HURLEY/Hurley

Loan Number: 20149919

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 4th day of JUNE, 2019 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to MORTGAGE INVESTORS GROUP, A GENERAL PARTNERSHIP (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

600 Yellowstone Lane, Lenoir City, Tennessee 37771 (Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

Harrison Woods (Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and



which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance; then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property 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. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F 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 covenants contained in this PUD Rider:

*[Handwritten signature]*

\_\_\_\_\_  
Julia C. Hurley (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower



**EXHIBIT 4**

**Lease Agreement**  
406 west 5th ave  
Lenoir City TN 37771  
August 1, 2019 - August 1, 2020

**Julia Hurley - Property Owner**  
**Brook Holmes - Lessee**

This agreement shall be in effect for a period of 12 months (twelve). Last months rent and a security deposit of \$500 will be held in an escrow account located at Citizens Bank in Lenoir City TN.

Rents shall be \$800 (eight hundred dollars) per month due no later than the 1st of every month. If rents are late, lessee agrees to incur a \$50 PER DAY late fee. If rents are past due 30 days or more, lessee will be removed from property via sheriff's office and locks will be changed. Lessee agrees to pay all attorneys fees for lessee and lessor for any damages, back rents, pet damage or court costs associated with rental of property.

All utilities are through LCUB and will be paid by Brook Holmes.

Trash is picked up on Mondays in the back alley of the property.

**NO SMOKING**  
**NO PETS LARGER THAN 10 POUNDS**  
**YOU BREAK IT YOU BUY IT**

Julia Hurley reserves the right to inspect the property at any time during any day of the week between the hours of 8:30am and 5:30PM.

Brook Holmes will provide a copy of rental insurance to Julia Hurley to hold on file and rental insurance shall cover all personal property inside and outside of home.

*Brook Holmes*  
7/6/19

FILED 26 DAY OF Mar 20 20  
Wisa Niles AT 8:00 AM  
LOUDON CO. CLERK & MASTER

# EXHIBIT 5

## Julia Hurley

### June 2019 – Present Attendance

#### 2019

June 3 <sup>rd</sup> County Commission Meeting	PRESENT
June 17 <sup>th</sup> Workshop Meeting	PRESENT
June 24 <sup>th</sup> Budget Approval	PRESENT
July 1 <sup>st</sup> NO MEETING	
July 15 <sup>th</sup> Workshop Meeting	LEFT 1/2 WAY THRU MEETING
August 5 <sup>th</sup> County Commission Meeting	ABSENT
August 19 <sup>th</sup> Workshop	LEFT @ 8:10 MEETING ENDED AT 9:30 pm
September 3 <sup>rd</sup> County Commission Workshop	PRESENT
September 16 <sup>th</sup> Workshop	ABSENT
October 7 <sup>th</sup> County Commission Meeting	PRESENT
October 21 <sup>st</sup> Workshop	ABSENT
November 4 <sup>th</sup> County Commission Meeting	PRESENT
November 18 Workshop	ABSENT
December 2 <sup>nd</sup> County Commission Meeting	PRESENT
December 16 <sup>th</sup> Workshop	ABSENT

FILED 26 DAY OF MAY 20 20  
Wisa Niles AT 9:56 AM  
LOUDON CO. CLERK & MASTER



# EXHIBIT 5

## 2020

January 6 <sup>th</sup> County Commission Meeting	PRESENT
January 21 <sup>st</sup> Workshop	ABSENT
February 3 <sup>rd</sup> County Commission Meeting	PRESENT
February 18 <sup>th</sup> Workshop	ABSENT
March 2 <sup>nd</sup> County Commission Meeting	ABSENT
March 16 <sup>th</sup> Workshop	