

**CITY OF MEMPHIS
COUNCIL AGENDA CHECK OFF SHEET**

**ONE ORIGINAL
ONLY STAPLED
TO DOCUMENTS**

**Planning & Development
DIVISION**

Planning & Zoning COMMITTEE: 04/23/2024
DATE
PUBLIC SESSION: 04/23/2024
DATE

ITEM (CHECK ONE)
 ORDINANCE RESOLUTION REQUEST FOR PUBLIC HEARING

ITEM DESCRIPTION: Resolution pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code approving a special use permit at the subject property located 3324 Keystone Ave., known as case number SUP 2024-010

CASE NUMBER: SUP 2024-010

LOCATION: 3324 Keystone Ave.

COUNCIL DISTRICTS: District 7 and Super District 9 – Positions 1, 2, and 3

OWNER/APPLICANT: LaQuita Webber

REPRESENTATIVE: N/A

REQUEST: To allow a group day care home in the Residential Single-Family – 6 (R-6) District.

AREA: +/-0.186 acres

RECOMMENDATION: The Division of Planning and Development recommended *Approval with conditions*
The Land Use Control Board recommended *Approval with conditions*

RECOMMENDED COUNCIL ACTION: Hearing – April 23, 2024

PRIOR ACTION ON ITEM:

(1) _____	APPROVAL - (1) APPROVED (2) DENIED
04/11/2024 _____	DATE
(1) Land Use Control Board _____	ORGANIZATION - (1) BOARD / COMMISSION
	(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

FUNDING:

(2) _____	REQUIRES CITY EXPENDITURE - (1) YES (2) NO
\$ _____	AMOUNT OF EXPENDITURE
\$ _____	REVENUE TO BE RECEIVED

SOURCE AND AMOUNT OF FUNDS

\$ _____	OPERATING BUDGET
\$ _____	CIP PROJECT # _____
\$ _____	FEDERAL/STATE/OTHER

ADMINISTRATIVE APPROVAL:

	<u>DATE</u>	<u>POSITION</u>
	4-11-24	STAFF PLANNER
		DEPUTY ADMINISTRATOR
	4/11/24	ADMINISTRATOR
		DIRECTOR (JOINT APPROVAL)
		COMPTROLLER
		FINANCE DIRECTOR
		CITY ATTORNEY
		CHIEF ADMINISTRATIVE OFFICER
		COMMITTEE CHAIRMAN



Memphis City Council Summary Sheet

SUP 2024-010

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A SPECIAL USE PERMIT AT THE SUBJECT PROPERTY LOCATED 3324 KEYSTONE AVE., KNOWN AS CASE NUMBER SUP 2024-010.

- This item is a resolution with conditions for a special use permit to allow group day care home in the Residential Single-Family – 6 District (R-6); and
- The approval of this item would allow the applicant to care for up to seven children simultaneously in her home (the maximum allowable under state regulation) where she would be permitted four as a matter of right; and
- The Memphis and Shelby County Land Use Control Board voted to recommend **approval** of this item subject to the staff recommended conditions at its April 11, 2024, meeting; and
- A companion application to this item, known as BOA 2024-010, was **approved** by the Memphis and Shelby County Board of Adjustment at its February 21, 2024, meeting; and
- The Division of Planning and Development recommends **approval** of this item subject to six (6) conditions; and
- The item may require future public improvement contracts.

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A SPECIAL USE PERMIT AT THE SUBJECT PROPERTY LOCATED 3324 KEYSTONE AVE., KNOWN AS CASE NUMBER SUP 2024-010

WHEREAS, Chapter 9.6 of the Memphis and Shelby County Unified Development Code, being a section of the Joint Ordinance Resolution No. 5367, dated August 10, 2010, authorizes the Council of the City of Memphis to grant a special use permit for certain stated purposes in the various zoning districts; and

WHEREAS, LaQuita Webber filed an application with the Memphis and Shelby County Division of Planning and Development to allow a group day care home in the Residential Single-Family – 6 zoning district; and

WHEREAS, the Division of Planning and Development has received and reviewed the application in accordance with procedures, objectives, and standards for special use permits as set forth in Chapter 9.6 with regard to the proposed development's impacts upon surrounding properties, availability of public facilities, both external and internal circulation, land use compatibility, and that the design and amenities are consistent with the public interest; and has submitted its findings and recommendation concerning the above considerations to the Land Use Control Board; and

WHEREAS, a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on April 11, 2024, and said Board has submitted its findings and recommendation concerning the above considerations to the Council of the City of Memphis; and

WHEREAS, the Council of the City of Memphis has reviewed the aforementioned application pursuant to Tennessee Code Annotated Section 13-4-202(B)(2)(B)(iii) and has determined that said development is consistent with the Memphis 3.0 General Plan; and

WHEREAS, the Council of the City of Memphis has reviewed the recommendation of the Land Use Control Board and the report and recommendation of the Division of Planning and Development and has determined that said development meets the objectives, standards and criteria for a special use permit, and said development is consistent with the public interests.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF MEMPHIS, that, pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code, a special use permit is hereby granted for the request use in accordance with the attached conditions.

BE IT FURTHER RESOLVED, that this permit merely authorizes the filing of applications to acquire a Certificate of Use and Occupancy, or a Building Permit, and other required permits and approvals, provided that no such Certificate of Use and Occupancy shall be granted until all conditions imposed by the Council of the City of Memphis have been met.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after the date it shall have been passed by this Council of the City of Memphis, and become effective as otherwise provided by law, and thereafter shall be treated as in full force and effect by virtue of passage thereof by the Council of the City of Memphis, the public welfare requiring same.

CONDITIONS

1. At no time shall more than seven (7) children younger than nine (9) years of age be located on the premises, regardless of their familial relation to the operator.
2. No parking shall be permitted in the front yard. All parking shall occur on the street or on the existing driveway. No improvements shall be made to the property for the purposes of adding parking.
3. No signage related to the daycare shall be permitted.
4. No more than two individuals not residing on the property may be employed by the daycare.
5. Any future improvements to the property (including but not limited to the installation of playground equipment) shall be submitted to the Division of Planning and Development for administrative review and approval. The Zoning Administrator may, at their discretion, impose additional landscaping requirements necessary to appropriately screen such improvements.
6. Should the daycare operator cease to reside on the premises, this Special Use Permit shall be rendered null and void.

ATTEST:

**CC: Division of Planning and Development
– Land Use and Development Services
– Office of Construction Enforcement**

LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on **Thursday, April 11, 2024**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER: SUP 2024-010

LOCATION: 3324 Keystone Ave.

COUNCIL DISTRICT(S): District 7 and Super District 9 – Positions 1, 2, and 3

OWNER/APPLICANT: LaQuita Webber

REQUEST: To allow a group day care home in the Residential Single-Family – 6 (R-6) district.

EXISTING ZONING: Residential Single-Family – 6 (R-6)

AREA: +/-0.186 acres

The following spoke in support of the application: None

The following spoke in opposition the application: None

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to recommend approval with conditions.

The motion **passed by a vote of 7-0-0 on the consent agenda.**

Respectfully,



Nicholas Wardroup
Municipal Planner
Land Use and Development Services
Division of Planning and Development

Cc: Committee Members
File

SUP 2024-010
CONDITIONS

1. At no time shall more than seven (7) children younger than nine (9) years of age be located on the premises, regardless of their familial relation to the operator.
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3. No signage related to the daycare shall be permitted.
4. No more than two individuals not residing on the property may be employed by the daycare.
5. Any future improvements to the property (including but not limited to the installation of playground equipment) shall be submitted to the Division of Planning and Development for administrative review and approval. The Zoning Administrator may, at their discretion, impose additional landscaping requirements necessary to appropriately screen such improvements.
6. Should the daycare operator cease to reside on the premises, this Special Use Permit shall be rendered null and void.

AGENDA ITEM: 23 **L.U.C.B MEETING:** April 11, 2024

CASE NUMBER: SUP 2024-010

LOCATION: 3324 Keystone Avenue

COUNCIL DISTRICTS: District 7 and Super District 9

OWNER/APPLICANT: LaQuita Webber

REQUEST: Special Use Permit to establish a Group Day Care Home in the Residential Single-Family – 6 zoning district.

AREA: +/-0.186 acres

EXISTING ZONING: Residential Single-Family – 6 (R-6)

CONCLUSIONS

1. The granting of this Special Use Permit will permit the applicant to care for up to seven children simultaneously, the maximum allowable under State regulation for home-based daycares.
2. While non-residential employees are generally prohibited for home-based businesses, additional staff will be necessary to operate the requested use.
3. The combination of the applicant’s driveway, carport, and on-street parking at the subject property is sufficient for the proposed use even assuming the presence of an outside staff member and associated vehicle. Staff therefore recommends allowing up to two non-residential employees.

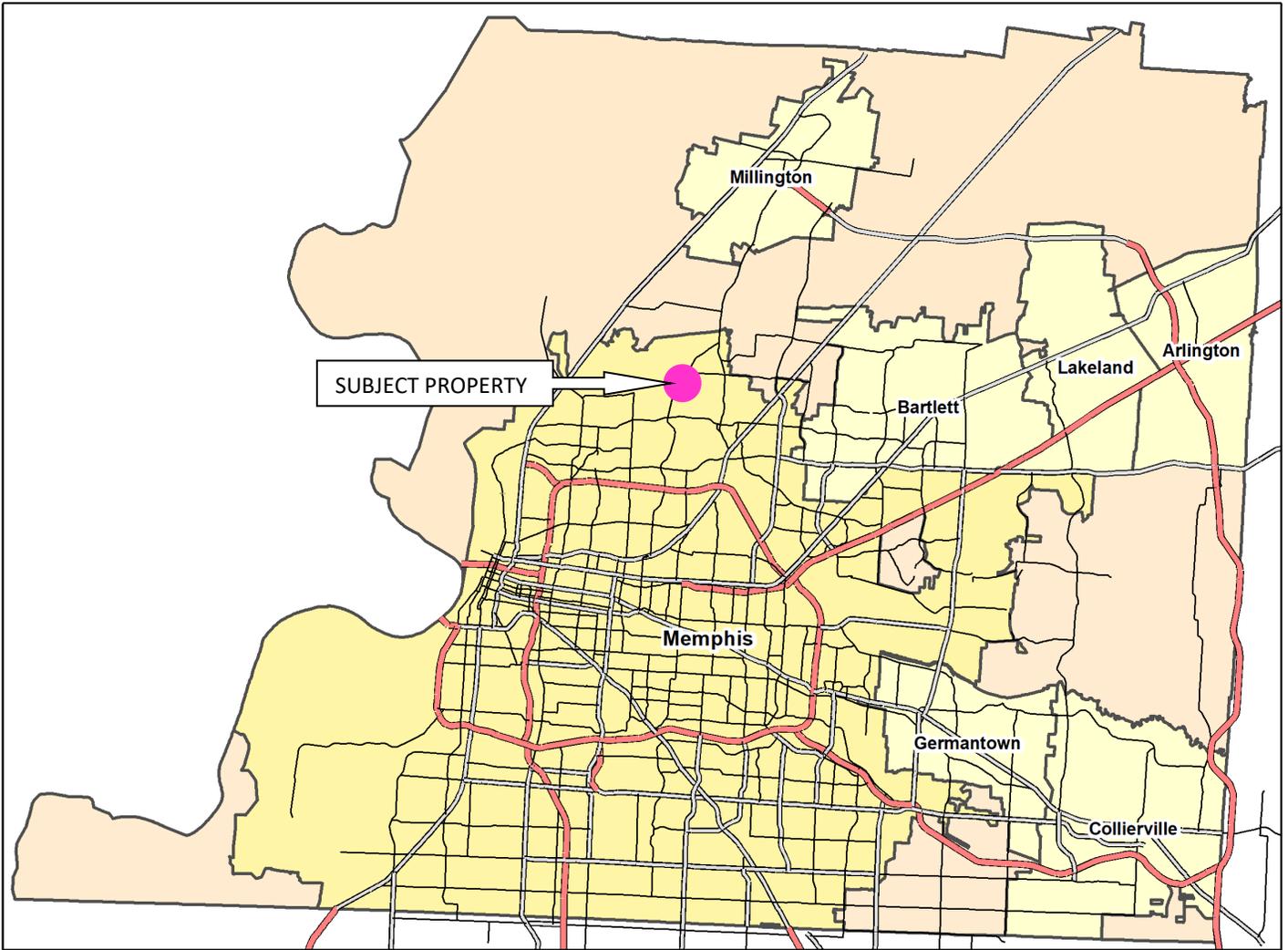
CONSISTENCY WITH MEMPHIS 3.0

This proposal is **consistent** with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on page 19 of this report.

RECOMMENDATION:

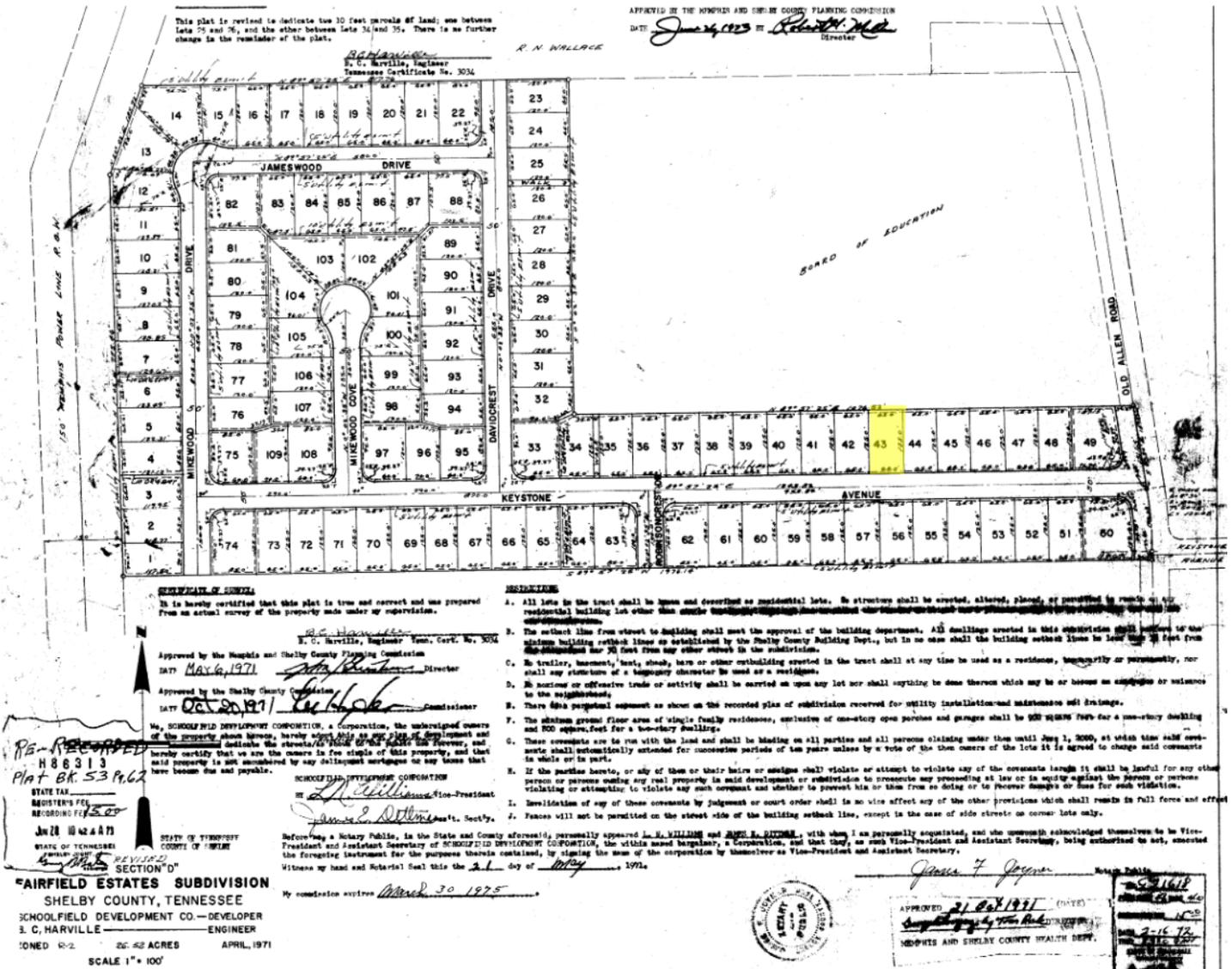
Approval with conditions

LOCATION MAP



Subject property located within the pink circle, Raleigh

FAIRFIELD ESTATES SUBDIVISION, SECTION D (1973, plat book 53, pg. 62)



Subject property highlighted in yellow, Lot 14

VICINITY MAP



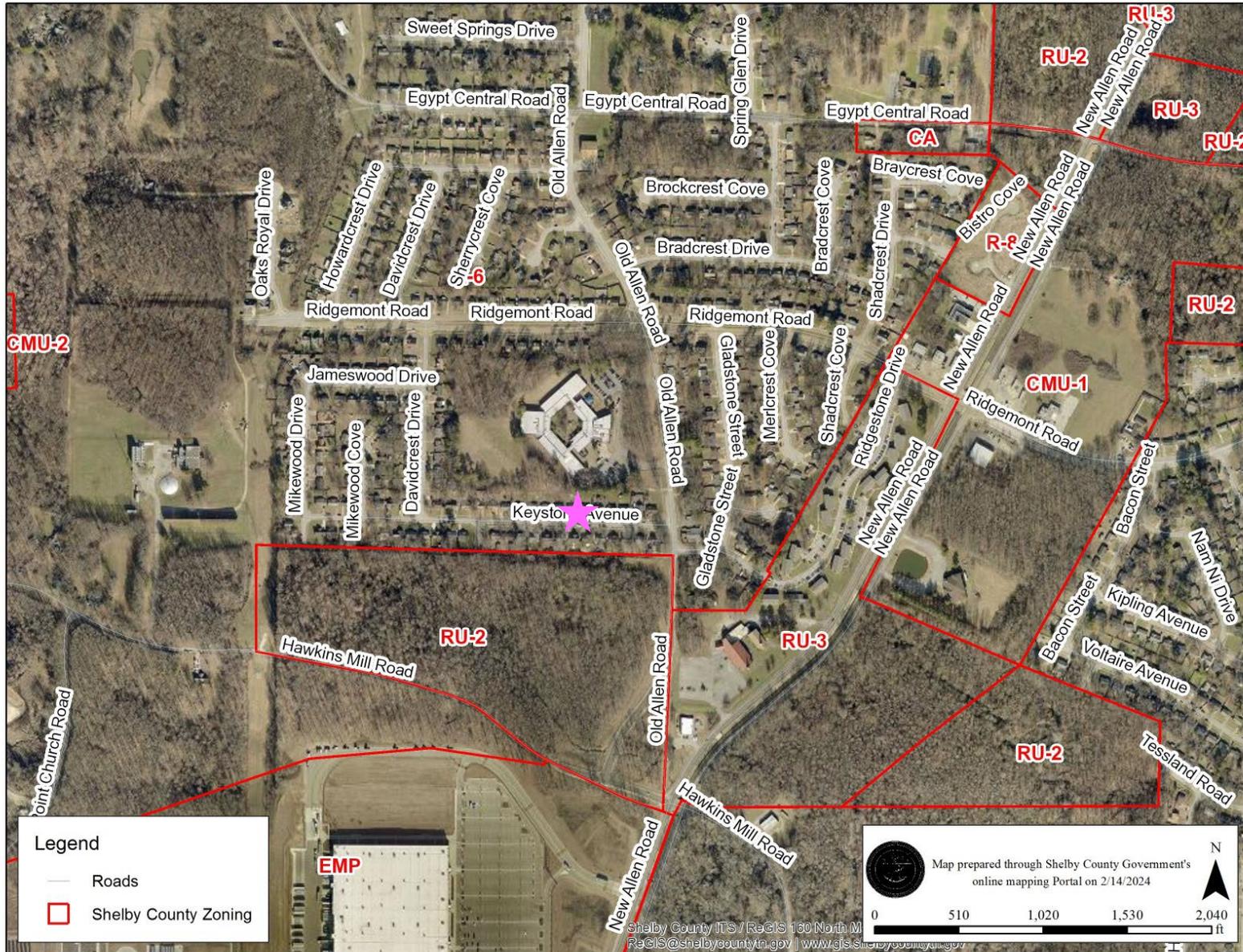
Subject property highlighted in yellow. Notice issued to owners of properties outlined in blue.

AERIAL

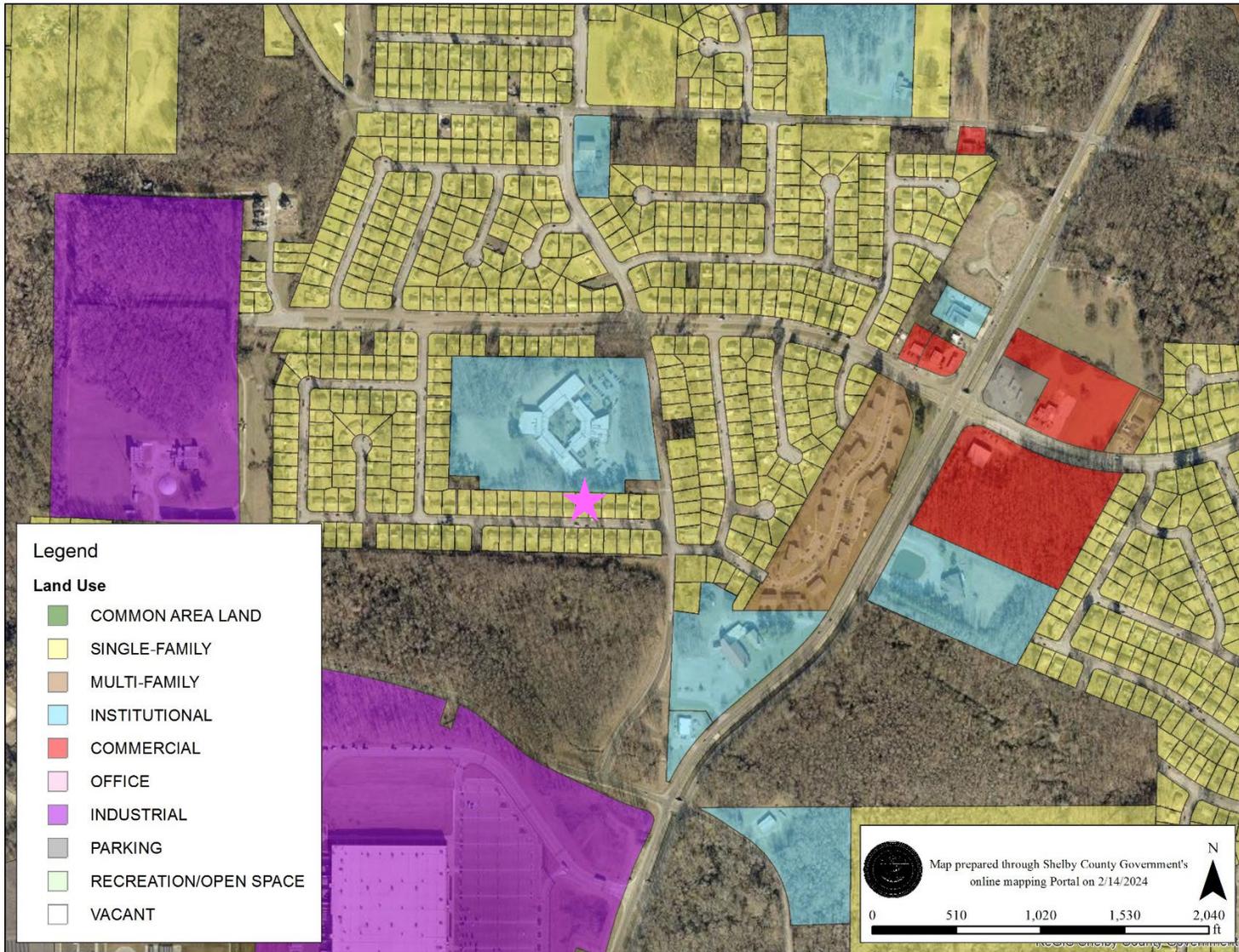


Subject property outlined in yellow

ZONING MAP



LAND USE MAP



Subject property location indicated by pink star

SITE PHOTOS



View of subject property from Keystone Ave. looking north



View of subject property looking west along Keystone Ave.

NEIGHBORHOOD MEETING

The applicant hosted the required neighborhood meeting on March 16, 2024, at the subject property. Below is an image of a sign-in sheet kept at the meeting. On the following page is an image of the required meeting invitation, which staff approved and mailed on March 4, 2024.

WELCOME! Please sign in.
 (¡Bienvenido! Por favor registre su llegada)

Joy Learning Academy

	Parent Name (Nombre del paciente)	Arrival Time (Hora de llegada)	Appoint. Time (Hora de la cita)	New Patient ✓ (Paciente nuevo)	Change In (Cambios en la dirección, teléfono o seguro)
1	1 <i>Cathy Hilliday</i>				
2	2 <i>Angelica Kuster</i>				
3	3 <i>Shulanda Jones</i>				
4	4 <i>C. Wubner</i>				
5	5 <i>L. Carraway</i>				
6	6 <i>Tisha Hatley</i>				
7	7 <i>Clarence Leftore</i>				
8	8 <i>Simone Delonk</i>				
9	9 <i>Sebastian Carlos</i>				
10	10 <i>Jared Sternby</i>				
11	11 <i>M Sternby</i>				
12	12 <i>Vanessa H</i>				
13	13 <i>Kyle Jones</i>				
14	14 <i>Jada Jones</i>				
15	15 <i>Tracy Jones</i>				
16	16 <i>Shawn Mayest</i>				
17	17 <i>Lizaria Carraway</i>				
18	18 <i>Sharon Matthews</i>				
19	19 <i>Eric Mayest</i>				
20	20 <i>Edward Mack</i>				
21	21 <i>Dominique Webber</i>				
22	22				
23	23				

ULVS2014

Joy Learning Academy
3324 Keystone Ave.
Memphis, TN 38128
02/29/2024

Dear Neighbor,

I hope this letter finds you well. I am excited to share some wonderful news with you. After careful planning and preparation, I am thrilled to announce the opening of Joy Learning Academy, a new daycare facility in our neighborhood. As a member of our community, I believe it is important to provide quality childcare services that are convenient and accessible to families in our area. Joy Learning Academy, founded by myself, LaQuita Webber, is a newly established, home-based daycare rooted in my deep passion for early childhood education and her experience as a progressive parent.

Joy Learning Academy aims to provide a nurturing, safe, and encouraging environment for young children, helping them to learn and grow in the best possible way. Our mission is to create a caring and stimulating atmosphere for children under our care, focusing on families living in and around our community, who want a warm, safe, loving, education-focused, and adventure-filled daycare for their little ones.

To celebrate this milestone, I invite you to a neighborhood meeting on Saturday, March 16th, 2024, at 3:00 pm at 3324 Keystone Ave, Memphis, TN 38128. This meeting will provide an opportunity for you and other residents to learn more about Joy Learning Academy, ask questions, and share your thoughts.

To open Joy Learning Academy, I have applied for a Special Use Permit (SUP 2024-010), which will be considered by the Memphis and Shelby County Land Use Control Board on April 11, 2024, at 9:00 AM at City Hall, 125 N Main. Your presence at the hearing is optional, and it will provide an opportunity for you to voice any concerns or support for Joy Learning Academy.

Please find enclosed a map of the daycare location and the services we will offer.

At Joy Learning Academy the following services are offered:

- Infant 6 months - 2 years
- Toddlers 2 to 3 years old
- Preschool 3 to 4 years old
- Pre-K 4 to 5 years old
- After-school care

If you have any questions or would like more information, please do not hesitate to contact me at (901) 288-7298 or laquita.webber@yahoo.com. You may also contact Nicholas Wardroup with the Division of Planning and Development if you have any questions or concerns as well.

Nicholas Wardroup

125 N. Main, Ste. 468 Memphis, TN 38103

Phone: (901) 636-7398

Email: nicholas.wardroup@memphistn.gov

Thank you for your attention to this matter, and I look forward to meeting you at the neighborhood meeting and hearing your feedback.

Sincerely,

LaQuita Webber, Owner

Joy Learning Academy

3324 Keystone Ave., Memphis, TN 38128

POSTED NOTICE

Below is an image of the required posted notice sign. The following page features an image of the notarized sign affidavit.



AFFIDAVIT

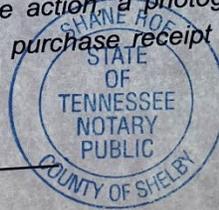
Shelby County
State of Tennessee

I, LaQuita Webber, being duly sworn, depose and say that at 11 am/pm
on the 12 day of March, 2024, I posted 1 Public Notice Sign(s)
pertaining to Case No. SUP 2024-010 at 3394 Keystone Ave. mem, TN 38128
providing notice of a Public Hearing before the (check one):

- Land Use Control Board
- Board of Adjustment
- Memphis City Council
- Shelby County Board of Commissioners

for consideration of a proposed land use action, a photograph of said sign(s) being
attached hereon and a copy of the sign purchase receipt or rental contract attached
hereto.

LaQuita Webber
Owner, Applicant or Representative



3/12/2024
Date

Subscribed and sworn to before me this 12 day of March, 2024.

[Signature]
Notary Public

MY COMMISSION EXPIRES MAY 17, 2026

My commission expires: _____

STAFF ANALYSIS

Request

New Special Use Permit to establish a Group Day Care Home in the Residential Single-Family – 6 zoning district.

Approval Criteria

Staff agrees the approval criteria in regard special use permits as set out in Section 9.6.9 of the Unified Development Code are met.

9.6.9 Approval Criteria

No special use permit or planned development shall be approved unless the following findings are made concerning the application:

- 9.6.9A The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.*
- 9.6.9B The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations.*
- 9.6.9C The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services.*
- 9.6.9D The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic or historic importance.*
- 9.6.9E The project complies with all additional standards imposed on it by any particular provisions authorizing such use.*
- 9.6.9F The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties.*
- 9.6.9G The governing bodies may impose conditions to minimize adverse effects on the neighborhood or on public facilities, and to ensure compatibility of the proposed development with surrounding properties, uses, and the purpose and intent of this development code.*
- 9.6.9H Any decision to deny a special use permit request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record, per the Telecommunications Act of 1996, 47 USC 332(c)(7)(B)(iii). The review body may not take into account any environmental or health concerns.*

Site Description and Staff Analysis

The subject property is a +/- 8,102-square-foot parcel (090015 00023) located at 3324 Keystone Ave. in Raleigh, known as Lot 43 of the Fairfield Estates, Section D subdivision and is zoned Residential Single-Family – 6. Per the Assessor’s Office, the principal structure on the site was built in 1973 and features +/- 1,225 sq. feet of living space in a single story.

State licensure rules permit home-based daycares to care for up to seven children simultaneously. However, the Unified Development Code treats any day care caring for 5-12 children as a “group day care home,” a principal use. To establish a group day care home at the subject property, two zoning entitlements are required: 1) variance to waive the requirement that such uses be located within 150’ of an intersecting arterial, granted by the Board of Adjustment at its February 2024 hearing (see BOA 2023-130) and 2) the subject Special Use

Permit, as group day care homes are a SUP use in the R-6 district.

The approval of this SUP subject to the staff recommended conditions would have the practical effect of increasing the limit on the number of children in a home-based daycare as a home occupation (accessory use) from four to seven. They would additionally permit the applicant to employ up to two individuals who do not reside on the premises, which is generally prohibited for home-based business. While State regulations allow one adult to supervise up to seven children, at least one additional adult is needed to provide relief. The general prohibition on outside employment is intended to address concerns related to parking capacity, but staff finds that the combination of off-street (the applicant's garage and carport) and on-street spaces in the vicinity are sufficient to satisfy both the textual (two spaces, UDC Chapter 4.5) and the practical parking requirements associated with the requested use.

RECOMMENDATION

Staff recommends approval subject to the following six (6) conditions.

See page 21 for the conditions associated BOA 2023-130.

Conditions

1. At no time shall more than seven (7) children younger than nine (9) years of age be located on the premises, regardless of their familial relation to the operator.
2. No parking shall be permitted in the front yard. All parking shall occur on the street or on the existing driveway. No improvements shall be made to the property for the purposes of adding parking.
3. No signage related to the daycare shall be permitted.
4. No more than two individuals not residing on the property may be employed by the daycare.
5. Any future improvements to the property (including but not limited to the installation of playground equipment) shall be submitted to the Division of Planning and Development for administrative review and approval. The Zoning Administrator may, at their discretion, impose additional landscaping requirements necessary to appropriately screen such improvements.
6. Should the daycare operator cease to reside on the premises, this Special Use Permit shall be rendered null and void.

DEPARTMENTAL COMMENTS

The following comments were provided by agencies to which this application was referred:

City/County Engineer:	See next page.
City/County Fire Division:	See page 17.
City Real Estate:	No comments received.
County Health Department:	No comments received.
Shelby County Schools:	No comments received.
Construction Code Enforcement:	No comments received.
Memphis Light, Gas and Water:	No comments received.
Office of Sustainability and Resilience:	No comments received.
Office of Comprehensive Planning:	See page 18.

CITY ENGINEERING COMMENTS

CASE 17: SUP-24-010

NAME: 3324 Keystone Avenue

1. Standard Public Improvement Contract or Right-Of-Way Permit as required in Section 5.5.5 of the Unified Development Code.

Sewers:

2. City sanitary sewers are available to serve this development.
3. A sanitary sewer service connection plan is required to be submitted (via 901 portal) to the City Land Development Office for review and approval.
4. All required design plans and potential traffic control plan must be prepared in accordance with the City's Standard Requirements and must be stamped by a Professional Engineer registered in the State of Tennessee.
5. A Sewer Development fee may be required per the City of Memphis Sewer Use Ordinance.

Site Plan Notes:

6. Provide internal circulation between adjacent phases, lots, and sections. Common ingress/egress easements shall be shown on the final plats.
7. Residential lots with individual curb cuts to a collector street should provide adequate width and front yard depth to provide an on-site turn around area permitting egress by forward motion.
8. An adequate review cannot be made without knowing the maximum number of children at the Daycare Center.
9. Provide a continuous, one-way, on-site traffic pattern or a paved, circular turn-around that will provide for exit by forward motion without any on-site backing of vehicles.
10. Locate the pick-up/discharge area as far as possible from the entrance as practical to maximize on-site queue space for vehicles between the right-of-way and the pick-up/discharge point.
11. Provide a paved and curbed pick-up/discharge area that does not cause children to walk between parked cars or across traffic aisles.
12. All parking areas and driving aisles to be paved with asphalt or concrete.

FIRE PREVENTION COMMENTS



DIVISION OF FIRE SERVICES ❖ FIRE PREVENTION BUREAU

2668 Avery Avenue · Memphis · Tennessee · 38112
(901) 636-5401 Fax (901) 320-5425

Case Number: SUP 2024 010

Date Reviewed: 4/3/24

Reviewed by: J. Stinson

Address or Site Reference: 3324 Keystone

- All design and construction shall comply with the 2021 edition of the International Fire Code (as locally amended) and referenced standards.
- Sprinkler system may be required based on the occupancy classification of I-4 or E per IFC 903.2.3, 903.2.6
- A detailed plans review will be conducted by the Memphis Fire Prevention Bureau upon receipt of complete construction documents. Plans shall be submitted to the Shelby County Office of Code Enforcement.

OFFICE OF COMPREHENSIVE PLANNING REVIEW
Comprehensive Planning Review of Memphis 3.0 Consistency

This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: SUP 2024-010: Raleigh.

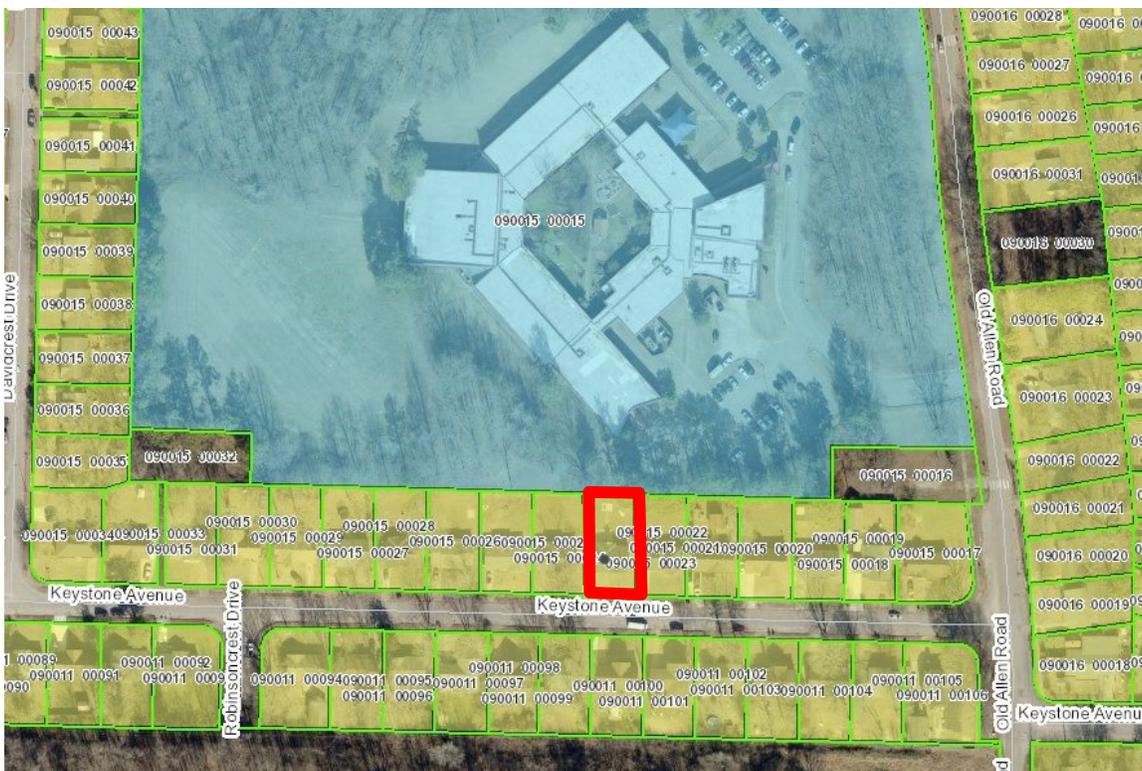
Site Address/Location: 3324 KEYSTONE AVE

Overlay District/Historic District/Flood Zone: Not in any Overlay District, Historic District or Flood Zone
Future Land Use Designation: Primarily Single-Unit Neighborhood (NS) Street Type: N/A

The applicant is requesting a Special Use Permit to operate a home-based daycare in an existing property which is not within 150 feet of an intersecting arterial road.

The following information about the land use designation can be found on pages 76 – 122: **1. Future Land**

Use Planning Map



Red polygon indicates the application site on the Future Land Use Map.

Land Use Description/Intent

Primarily Single-Unit Neighborhood (NS) are residential neighborhoods consisting primarily of single-unit houses that are not near a Community Anchor. Graphic portrayal of NS is to the right.



“NS” Form & Location Characteristics

Primarily detached, House scale buildings, primarily residential, 1 – 3 stories: Beyond ½ mile from a Community Anchor

“NS” Zoning Notes

Generally compatible with the following zone districts: R-E, R-15, R-10, R-8, R-6 in accordance with Form and characteristics listed above.

Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Single-Family, R-6

Adjacent Land Use and Zoning: Single-Family, Institutional and Vacant, R-6

Overall Compatibility: *This requested use is not compatible with the future land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning. However, the proposed home-based day care will not negatively impact the neighborhood.*

Degree of Change Map



Red polygon denotes the proposed site on the Degree of Change Map. There is no Degree of Change.

3. Degree of Change Description: N/A 4. Objectives/Actions Consistent with Goal 1, Complete, Cohesive, Communities: N/A 5. Pertinent Sections of Memphis 3.0 that Address Land Use Recommendations: N/A

Consistency Analysis Summary

The applicant is requesting a Special Use Permit to operate a home-based daycare in an existing property which is not within 150 feet of an intersecting arterial road.

This requested use is not compatible with the future land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning. However, the proposed homebased day care will not negatively impact the neighborhood.

Based on the information provided, the proposal is CONSISTENT with the Memphis 3.0 Comprehensive Plan.

Summary Compiled by: Romana Haque Suravi, Comprehensive Planning.

BOA 2023-130 Notice of Disposition



City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

BOARD OF ADJUSTMENT NOTICE OF DISPOSITION

TO: LaQuita Webber

DATE: February 21, 2024
DOCKET: BOA 2023-130
3324 Keystone Ave.

Sent via electronic mail to: laquita.webber@yahoo.com

On February 21, 2024, the Memphis and Shelby County Board of Adjustment *approved* your application requesting variance from paragraph 2.6.2B(2) to allow a group day care on a minor street greater than 150 feet from an intersecting arterial, subject to the following conditions:

1. Any change or deviation from the site plan upon the determination of the Zoning Administrator shall be submitted to the Board of Adjustment for review and approval or administrative review and approval by the Division of Planning and Development.
2. Variance is granted only from Paragraph 2.6.2B(2) (locational requirements for group day care homes). All other relevant provisions of the UDC remain applicable to the subject property.
3. The granting of this variance does not authorize any particular site plan. Site design requirements, including landscaping requirements, shall be determined as part of the necessary special use review.
4. Should no Special Use Permit permitting a group day care home at the subject property be issued by February 21, 2025, this variance shall be rendered null and void.
5. At no time shall more than seven (7) children younger than nine (9) years of age be located on the premises, regardless of their familial relation to the operator.
6. No parking shall be permitted in the front yard. All parking shall occur on the street or on the existing driveway. No improvements shall be made to the property for the purposes of adding parking.
7. No signage related to the daycare shall be permitted.

All appeals and applications granted are expressly conditioned upon the applicant obtaining the permit requested or other order within two years from the date of the decision of the Board of Adjustment, unless the Board explicitly provided a different time frame in its approval.

Respectfully,

Nicholas Wardroup
Land Use and Development Services
Division of Planning and Development

Cc: Chris Simmons – Zoning Enforcement
Antwone Smith – Zoning Enforcement

MAILED PUBLIC NOTICE

40 Notices Mailed on March 13, 2024



City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103

NOTICE OF PUBLIC HEARING

You have received this notice because you own or reside on a property that is near the site of a land use application filed with the Division of Planning and Development. The **MEMPHIS & SHELBY COUNTY LAND USE CONTROL BOARD** will hold a **Public Hearing** on the following application, pursuant to Sub-Section 9.3.4A of the Memphis & Shelby County Unified Development Code:

CASE NUMBER: SUP 2024-010
LOCATION: 3324 Keystone Avenue
(SEE SITE AERIAL ON REVERSE SIDE)
APPLICANT: LaQuita Webber
REQUEST: Special use permit to allow a group day care in the Residential Single-Family – 6 (R-6) District

THE BOARD OF ADJUSTMENT PUBLIC MEETING WILL BE HELD:

DATE: Thursday, April 11, 2024
TIME: 9:00 AM
LOCATION: Council Chambers on the First Floor of City Hall, 125 N. Main Street

During the public hearing, the Board may recommend the approval or rejection of this item or hold the item for a public hearing at a subsequent Board meeting. For this case, the Board will make a *recommendation* to the legislative body; Memphis City Council will take final action at a later date.

Please note the Board may place this item on the Consent Agenda, which is considered at the beginning of the Board meeting. No individual public hearing will be held, nor will the Board debate items on the Consent Agenda unless an invitation request was made by a member of the audience, staff or Board requests the item be removed from the Consent Agenda.

You are not required to attend this hearing, although you are welcome to do so if you wish to speak for or against this application. You may also contact Nicholas Wardroup at nicholas.wardroup@memphistn.gov or (901) 636-7398 to learn more about the proposal and/or to submit a letter of support or opposition no later than **Wednesday, April 3, 2024, at 8 AM**.

SITE AERIAL

Subject Property Indicated by Red Outline



LETTERS RECEIVED

Staff received two letters of opposition which have subsequently been attached.

Wardroup, Nicholas

From: VALERIE WARNER <vywarner@comcast.net>
Sent: Monday, April 1, 2024 2:46 PM
To: Wardroup, Nicholas
Subject: Public hearing notice SUP 2024-010

CAUTION: This email originated outside of the **City of Memphis** organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I would not like for a daycare or senior center to be approved at 3324 Keystone Ave. Because I believe that there are trap houses on this street and it is not a good area for children to be. There are gun shots, speeding and sex offender on this street. So I oppose this at this time.

Thanks, Valerie Warner

Wardroup, Nicholas

From: Kelly, Verlean
Sent: Tuesday, March 19, 2024 10:51 AM
To: Wardroup, Nicholas
Subject: Opposition to Case SUP 2024-010

Good morning Nicholas,

I emailing you as my **Notice Of Opposition** to Case Number SUP 2024-010 for a Group Day Care in the Residential Single-Family neighborhood. This proposed property site sits directly across from my residents. The street itself is small and close-knitted for nothing more than a small family dwelling area.

Listed are reasons I strongly feel this permit should be denied by the BOA:

1. Homeowner has only been at the residence just a little over a year.
2. There's already adequate child/day care services in place in close proximity of proposed site.
3. Proposed site has a current family (3-4) individuals living in the home.
4. Pre the Assessor of Property site, how can a 3bedroom, 1 bathroom with 3-4 individuals already living there be an appropriate location conducive for a Day Care Facility?
5. Location is not the best for add'l cars pulling in/out of the driveway. There's no area of parents to park their cars while dropping off or picking up their kids.
6. Two doors down from the proposed site, the homeowner continuously plays music loud, drinks, uses profanity at any given time.
7. Another homeowner across from proposed site, dealings and smoking openingly of drugs occurs. The smells spreads to any homes 2-3 doors away in any direction.

I feel that there's not enough land and property is at this location to propose a Day Care consideration. Like the other facilities already in place, like Keystone Elementary Afterschool Care and La Petite Academy (Day/Afterschool Care Facility) located on the outskirts of neighboring homes or corner lot detached from resident's homes. Also, I'd appreciate it if you could keep my address/name anonymous. Thanks so much.

*Best regards,
Verlean Kelly, GS Operations Specialist
City of Memphis General Services Division
499 S. Hollywood St., Memphis, TN 38111
Office: 901-636-4708*



Record Summary for Special Use Permit

Record Detail Information

Record Type: Special Use Permit

Record Status: Processing

Opened Date: February 23, 2024

Record Number: SUP 2024-010

Expiration Date:

Record Name: JOY LEARNING ACADEMY

Description of Work: Joy Learning Academy is a home-based daycare that will be opening in 2024. Our mission is to provide a nurturing, safe, and encouraging environment for young children to learn and grow. We believe in creating a caring and stimulating atmosphere where children can develop their motor skills, physical abilities, hygiene habits, and social skills through fun and educational activities.

Parent Record Number:

Address:

3324 KEYSTONE AVE, MEMPHIS 38128

Owner Information

Primary Owner Name

Y WEBBER LAQUITA

Owner Address

3324 KEYSTONE AVE, MEMPHIS, TN 38128

Owner Phone

Parcel Information

090015 00023

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner

Nicholas Wardroup

Date of Meeting

-

PREAPPLICATION MEETING

Pre-application Meeting Type

-

GENERAL PROJECT INFORMATION

Application Type

New Special Use Permit (SUP)

List any relevant former Docket / Case Number(s) related to previous applications on this site

-

Is this application in response to a citation, stop work order, or zoning letter
If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information

Yes

Per our phone conversation, in order to be able to have a home day care at 3324 Keystone Ave, the following standards from 2.6.2B of our Unified Development Code would have to be met. Unfortunately, 3324 Keystone Ave does not meet the locational requirement of being within 150 feet of an intersecting arterial road. A variance application would have to be submitted and approved for a day care to be permitted at this location. You may access variance applications here. Please note that a variance is a request to the Board of Adjustment and not guaranteed; also, if the Board approved your request for a variance, you would also have to apply for a Special Use Permit to have a day care at this site. You may access that application here. Part of the application process for a Special Use Permit requires you to have a neighborhood meeting (see below) prior to the application being heard at the Land Use Control Board and posting a public hearing sign at the site.

APPROVAL CRITERIA

A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare

The project is meticulously designed to ensure it does not have a substantial or undue adverse effect on adjacent property, the neighborhood's character, traffic condition, parking availability, utility facilities, and other aspects that impact public health, safety, and general welfare.

B) The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations

My project requires no construction and if it did, I guarantee that it will not impede the development and use of adjacent properties, adhering strictly to all district regulations in place.

APPROVAL CRITERIA

UDC Sub-Section 9.6.9C

The project will be adequately served by essential public facilities and services including provisions for streets, parking, drainage systems, refuse disposal, fire protection and emergency services, water supply, and sewer facilities. I have also made comprehensive arrangements to ensure the provision and maintenance of these services throughout the project's lifecycle.

UDC Sub-Section 9.6.9D

My project is committed to preserving and protecting significant natural, scenic, and historic features identified by the governing bodies. I guarantee that there will be no destruction, loss, or damage to any such features as a result of the project.

UDC Sub-Section 9.6.9E

The project meticulously complies with all additional standards imposed by specific provisions authorizing its use. I have ensured that every requirement and guideline is met to the highest standard to uphold the integrity of the project.

UDC Sub-Section 9.6.9F

The request has been thoroughly evaluated to ensure that it will not have any adverse effects on future plans or violate established standards for the development of adjacent properties, as stipulated in Chapter 1.9. Our commitment is to uphold the character and integrity of the existing standards while progressing with the project.

GIS INFORMATION

Case Layer	-
Central Business Improvement District	No
Class	R
Downtown Fire District	No
Historic District	-
Land Use	SINGLE-FAMILY
Municipality	MEMPHIS
Overlay/Special Purpose District	-
Zoning	R-6
State Route	-
Lot	0 43
Subdivision	FAIRFIELD ESTATES SEC D
Planned Development District	-
Wellhead Protection Overlay District	Yes

Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1540347	Child Care Center (8-12 Children)	1	100.00	INVOICED	0.00	02/23/2024
1540347	Credit Card Use Fee (.026 x fee)	1	2.60	INVOICED	0.00	02/23/2024

Total Fee Invoiced: \$102.60

Total Balance: \$0.00

Payment Information

Payment Amount	Method of Payment
\$102.60	Credit Card

Good evening, my name is LaQuita Webber.

I'm planning to start a family daycare, I am not planning to do a group. My intentions are to do a family day home occurring to Pre-Licensure rules and regulations for the State of Tennessee. For clarification purposes I only intend to keep seven children in my home.

Thank You,
LaQuita Webber



Search All Tennessee Government



Results

Translate

1. Whole Child Developmental Learning Center

3402 Bradcrest Dr, Shelby

Regulatory Agency: DHS Child Care

Rating: No Star Rating

Phone: (901) 592-6901

More Details

2. Just For Kids Family Day Home

3316 Egypt-Central Road, Shelby

Regulatory Agency: DHS Child Care

Rating: 3

Phone: (901) 825-4802

More Details

3. Kiddie Corner, LLC

3786 Voltaire Avenue, Shelby

EDIT YOUR SEARCH

SEARCH NEW PROVIDERS



2024

Joy Learning Academy

Our children hold the key to our future, and it is our utmost desire to drench them in an abundance of pure joy while supporting their growth and development.



Presented By: **LaQuita Webber**

3324 Keystone Ave. Memphis, TN 38128
(901) 288-7298
laquita.webber@yahoo.com



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VII. Marketing Plan	12
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Executive Summary

Joy Learning Academy is a newly established, home-based daycare founded by LaQuita Webber opening in 2024. Rooted in LaQuita's deep passion for early childhood education and her experience as a progressive parent, Joy Learning Academy aims to provide a nurturing, safe, and encouraging environment for young children, helping them to learn and grow in the best possible way.

Built on the principles of a safe and clean environment, Joy Learning Academy's mission is to create a caring and stimulating atmosphere for children under our care. With a range of fun and educational activities such as songs, affirmations, games, crafts, and group activities, our little ones get to develop their motor skills, physical abilities, hygiene habits, and social skills.

Product Offering

At Joy Learning Academy the following services are offered:

- Infant 6 months - 2 years
- Toddlers 2 to 3 years old
- Preschool 3 to 4 years old
- Pre-K 4 to 5 years old
- After school care

Customer Focus

Joy Learning Academy will focus on families living in and around Memphis, TN with young children who want a warm, safe, loving, education focused and adventure filled daycare for their little ones.



LaQuita Webber

Owner and Operator

LaQuita Webber had always been passionate about early childhood education. She was a progressive parent who raised her own children with the utmost care and attention to their needs. Now, she was ready to share that same love and dedication with other children and families. LaQuita opened Joy Learning Academy in her home so that she could provide comfort for the little ones while they learn and grow.

That's why she has gone above and beyond to make sure the environment is clean, sanitized, and safe from potential hazards or dangers. She also provides guidance on proper handwashing techniques so kids can begin developing good hygiene habits at an early age.

Joy Learning Academy will be seeking teens aged 16 and above to join our team on a part-time seasonal basis. This incredible opportunity will provide them with valuable experience and equip them with essential knowledge for their future career objectives.

Business Description

At Joy Learning Academy we create a safe and clean environment for youngsters grow in a joyful and stimulating atmosphere!

Who is Joy Learning Academy?

Joy Learning Academy is a newly established, home-based daycare founded by LaQuita Webber in 2024. Rooted in LaQuita's deep passion for early childhood education and her experience as a progressive parent, Joy Learning Academy aims to provide a nurturing, safe, and encouraging environment for young children, helping them to learn and grow in the best possible way.

Built on the principles of a safe and clean environment, Joy Learning Academy's mission is to create a caring and stimulating atmosphere for children under our care. With a range of fun and educational activities such as songs, affirmations, games, crafts, and group activities, our little ones get to develop their motor skills, physical abilities, hygiene habits, and social skills.

LaQuita Webber, the loving and dedicated founder, brings over 15 years of parenting experience to the table, ensuring that every child enjoys an exceptional care and learning experience at the Joy Learning Academy. LaQuita goes above and beyond to maintain a sanitized, hazard-free environment where children are guided on proper handwashing techniques and potty training.

While Joy Learning Academy may be a new player in the home-based daycare industry, the center's commitment to quality care and LaQuita's expertise stand out. Parents can trust that their children will be in good hands under LaQuita's watchful eye and the engaging activities and learning experiences offered at Joy Learning Academy.



Business Description

At Joy Learning Academy we create a safe and clean environment for youngsters grow in a joyful and stimulating atmosphere!

Services offered at Joy Learning Academy:

We offer services to the following youngsters:

- Infant 6 months - 2 years
- Toddlers 2 to 3 years old
- Preschool 3 to 4 years old
- Pre-K 4 to 6 years old
- After school care

With our nurturing atmosphere paired with educational activities tailored specifically for young learners aged 6 months to 6 years old, your kids will be able to build relationships all while growing both academically as well as emotionally.

Our youngsters will experience the following activities on a day to day basis:

- Music & Singing
- Tummy Time
- Reading & Storytime
- Motor skill development
- Personal hygiene support & education
- Communication development
- Artistic Expression
- Movement & daily exercise
- Field trips
- Delicious & nutritious meals
- Group activities
- STEM activities

Hours of Operation

Monday - Friday 6:00am to 6:00pm

Additional fees for pick-ups after 6:00pm

Joy Learning academy accepts both private pay and childcare vouchers.

Care Menu

Weekly rates per tier of care

\$285.00

Infant Care

Our infant care program is designed for children aged 6 months to 2 years old, with daily lesson plans aligned to CDS milestones and nutritious meals.

\$185.00

Toddler Care

Our toddler care program is designed for children aged 2 years to 5 years old with daily lesson plans aligned to CDS milestones and nutritious meals.

\$85.00

After School Care

Our after-school program provides part-time care for school-aged children. Daily lesson plans are aligned with CDS milestones and include nutritious meals and snacks.

Business Description

At Joy Learning Academy we create a safe and clean environment for youngsters grow in a joyful and stimulating atmosphere!

How we benefit parents at Joy Learning Academy:

Standard benefits:

- A safe, small and clean environment for your children to learn and grow.
- Variety of educational activities ranging from songs and games to crafts.
- Guidance and instruction on proper handwashing and potty-training.
- A healthy and nutritious meal plan for your children.
- Flexible payment options.

Emotional benefits:

- Feel confident in your child's learning progress by having them engage in meaningful activities in a supportive atmosphere.
- Receiving regular progress report outlining their progress and weekly goals.
- Reassurance that your children are in a secure, nurturing environment with caring professionals who help them reach their full potential.

How we go the extra mile at Joy Learning Academy:

- We offer a research-based curriculum based on your children's age range.
- Our daily lesson plans match CDS milestones.
- Weekly progress reports.
- Weekly academy goals, plans, and lessons are sent home.
- Continued education of the academy owner to ensure we are always following the most up-to-date practices.



How do we measure success?

Joy Learning Academy is a newly established, home-based daycare founded by LaQuita Webber in 2024. Rooted in LaQuita's deep passion for early childhood education and her experience as a progressive parent, Joy Learning Academy aims to provide a nurturing, safe, and encouraging environment for young children, helping them to learn and grow in the best possible way.

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While Joy Learning Academy may be a new player in the home-based daycare industry, the center's commitment to quality care and LaQuita's expertise stand out. Parents can trust that their children will be in good hands under LaQuita's watchful eye and the engaging activities and learning experiences offered at Joy Learning Academy.

Project Description

Located in a clean and safe family home, Joy Learning Academy stands out in the Memphis childcare market of 38128. Close to 7,000 of the households in the area have children. We are located near an abundance of businesses, schools and families, so we will be conveniently located and desired in the area.

The site is owned and has been checked for hazardous materials. There are no issues regarding the site. We will utilize common areas such as the living and dining room, backyard and a spare bedroom for childcare purposes. There will be dedicated areas for learning, meals, sleeping and playtime.

The development of the project is being managed by the owner and a consultant to ensure that development continues forward smoothly.

Market Analysis

Childcare Market 38128

Joy Learning Academy

There is need for new homebased childcare facilities that are focused on growth and development in 38128!

Family Demographics	Existing Childcare Centers	Opportunities	Threats
<ul style="list-style-type: none">• 6,999 households with children.• 4,000+ children under the age of 6	<ul style="list-style-type: none">• 28 existing childcare facilities.• limited progressive curriculims	<ul style="list-style-type: none">• High demand for private care centers who are growth and development focused.• 62% of parents in TN are in the workforce.	<ul style="list-style-type: none">• Decrease in federal funding in 2024.

Sustainability Matters

The primary focus of the current childcare centers in the sector is simply care with no prioritization of development and growth amongst its enrolled children. Joy Learning Academy is early childhood growth and development focused which is an area that parents are becoming increasingly focused on.

Marketing Plan

Brand & Value Proposition

Joy Learning Academy will offer our unique qualities to draw in our clients in a moderately saturated area:

- Variety of educational activities ranging from songs and games to affirmation.
- Guidance and instruction on proper hygiene, handwashing and potty training.
- 15 years of experience growing exceptional children.
- Milestone management and documentation.
- Nutritious and delicious meals.
- Licensed staff certified in early childhood education.
- Age appropriate research driven learning.

Promotion Strategy

- Partnerships with local businesses and nearby schools.
- In-mail flyers.
- Social Media campaigns directly to our target audience.
- Yard signs.



Financial Plan

Breakdown of Capital Requirements Needed

	Value	Percentage
Research and Development	\$300	3%
Marketing and Advertising	\$600	5%
Startup Fees	\$1,700	17%
One Time Equipment	\$5,000	49%
Monthly Employee Salary Budget	\$1,000	10%
Monthly Operating Cost	\$1,600	16%
TOTAL	10,200	100%



Joy Learning Academy

3324 Keystone Ave. Memphis, TN 38128
(901) 288-7298
laquita.webber@yahoo.com



Shelby County Tennessee

Willie F. Brooks, Jr.

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

23020718

03/15/2023 - 10:45:30 AM

16 PGS

LACY 2554924-23020718

VALUE	135500.00
MORTGAGE TAX	153.53
TRANSFER TAX	0.00
RECORDING FEE	80.00
DP FEE	2.00
REGISTER'S FEE	1.00
EFILE FEE	2.00
TOTAL AMOUNT	238.53

WILLIE F. BROOKS JR

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

When recorded, return to:
Cathie DeGoche
Pinnacle Downtown
150 3rd Avenue South, Suite 1000
Nashville, TN 37201

615.743.6028
RT FILE No. - 12-MEM23-12864

This instrument was prepared by:
Pinnacle Bank
150 3rd Avenue South, Suite 1000
Nashville, TN 37201
615-744-3700

LOAN #: 152085561

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS **\$135,500.00.**

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is LAQUITA WEBBER, UNMARRIED

currently residing at **6439 Oak Park Drive, Memphis, TN 38134-7827.**

Borrower is the trustor under this Security Instrument.

(B) "Lender" is Pinnacle Bank.

Lender is a **State-Chartered Tennessee Bank,**
under the laws of **Tennessee.**
Suite 1000, Nashville, TN 37201.

organized and existing
Lender's address is **150 3rd Avenue South,**

Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.



LOAN #: 152085561

(C) "Trustee" is **PNFP Credit Corp.**,

a resident of **Tennessee.**

The term "Trustee" includes any substitute/successor Trustee.

Documents

(D) "Note" means the promissory note dated **February 27, 2023**, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender **ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED AND NO/100******* ***** Dollars (U.S. **\$135,500.00**) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **March 1, 2053.**

(E) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- 1-4 Family Rider
- Other(s) [specify] *(Legal Attached)*
- Condominium Rider
- Planned Unit Development Rider
- Second Home Rider
- V.A. Rider

(F) "Security Instrument" means this document, which is dated **February 27, 2023**, together with all Riders to this document.

Additional Definitions

(G) "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.

(H) "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.

(I) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(J) "Electronic Fund 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 or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(K) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(L) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(M) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) 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 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

(N) "Loan" means the debt obligation evidenced by the Note, plus interest, any prepayment charges, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(O) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.



LOAN #: 152085561

(P) "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.

(Q) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or Default on, the Loan.

(R) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

(S) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.

(T) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(U) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(V) "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 may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(W) "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.

(X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

TRANSFER OF RIGHTS IN THE PROPERTY

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 **Shelby**:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 090015 00023

Derivation Clause

The instrument constituting the source of the Borrower's interest in the foregoing described property was a *Warranty Deed* recorded [at Book _____ Page _____] [under Instrument No. **23020717**] in the Register's Office of **Shelby** County, Tennessee.

which currently has the address of **3324 Keystone Ave, Memphis** [Street] [City]

Tennessee **38128** ("Property Address");
 [Zip Code]

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

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all



LOAN #: 152085561

easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Tennessee state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund 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 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.



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(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. 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 will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires 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, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably. Borrower's choice of insurance carrier will not affect Lender's credit decision or credit terms in any way except that Lender may impose reasonable requirements regarding the creditworthiness of the insurance carrier and the scope of coverage chosen.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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



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coverage than was previously in effect, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must 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 will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will 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 must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both.



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If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

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

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will 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 will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.



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(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will 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 will 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 will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will 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 will 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 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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 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, 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. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA 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.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or



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repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will 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 (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

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

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will 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, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as elective share, dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make



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any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) 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 that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.

(d) Savings Clause. If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) 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). To the extent permitted by Applicable Law, 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.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.



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(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Tennessee. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will 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: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. 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.



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23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) 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; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender 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 will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Trustee will 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



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Applicable Law, and Lender or Trustee will mail a copy of the notice of sale to Borrower in the manner provided in Section 16. Trustee, without further demand on Borrower, will 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.

(d) Trustee's Deed; Proceeds of Sale. Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it. If the Property is sold pursuant to this Section 26, Borrower, or any person holding possession of the Property through Borrower, will immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person will be a tenant at will of the purchaser and agrees to pay the purchaser the reasonable rental value of the Property after sale.

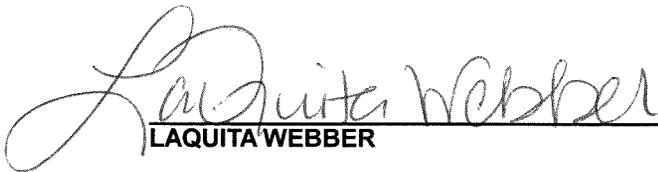
27. Release. Upon payment of all sums secured by this Security Instrument, Lender will release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted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

28. Substitute Trustee. Lender may, from time to time, by itself or through the Loan Servicer, remove Trustee and appoint a successor trustee to any Trustee appointed under this Security Instrument by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee will succeed to all the rights, title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law.

29. 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 signed by Borrower and recorded with it.

Witnesses:


LAQUITA WEBBER

2/27/23 (Seal)
DATE

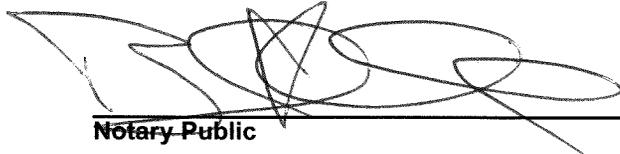


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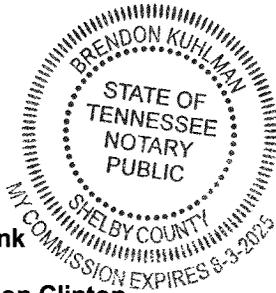
State of Tennessee)
County of: Shelby)

On this 27th day of FEBRUARY, 2023 before me personally appeared LAQUITA WEBBER, 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.

My Commission Expires: 08-03-2025



Notary Public



Lender: Pinnacle Bank
NMLS ID: 418535
Loan Originator: Jason Clinton
NMLS ID: 419413

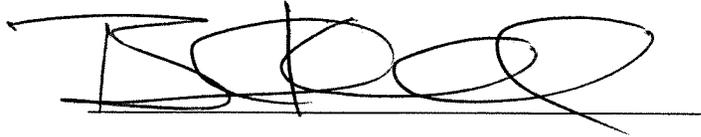


EXHIBIT A

Lot 43, Section D, Fairfield Estates Subdivision, as shown on plat of record in Plat Book 53, Page 62, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said Land.

Being the same property conveyed to Joyce E. Person and Terry Person, wife and husband as tenants by the entirety by Quit Claim Deed of record at Instrument No. 22082246, dated 07/11/2022 and recorded 07/22/2022, in the Register's Office of Shelby County, Tennessee.

I, **Brendon Kuhlman**, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.



State of **TENNESSEE**
County of **SHELBY**

Personally appeared before me, **Michelle D. O'Coners**, a notary public for this county and state, **Brendon Kuhlman**, who acknowledges that this certification of an electronic document is true and correct, and whose signature I have witnessed.



Notary's Signature

MY COMMISSION EXPIRES: July 1, 2023



My Commission Expires
July 01, 2023

Notary's Seal

Owner Affidavit

From: laQuita webber (laquita.webber@yahoo.com)

To: laquita.webber@yahoo.com

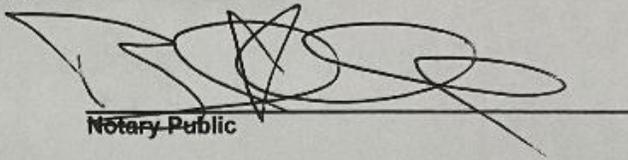
Date: Wednesday, October 11, 2023, 09:01 PM CDT

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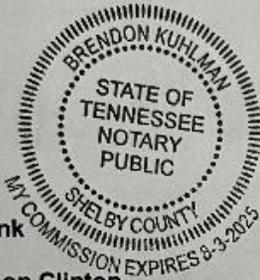
State of Tennessee)
County of: Shelby)

On this 27th day of FEBRUARY, 2023 before me personally appeared LAQUITA WEBBER, 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.

My Commission Expires: 08-03-2025



Notary Public



Lender: Pinnacle Bank
NMLS ID: 418535
Loan Originator: Jason Clinton
NMLS ID: 419413

[Sent from Yahoo Mail for iPhone](#)