

**REPORT REQUESTED BY:**

1 Steven L. Robertson  
2 4610 Benton Smith Rd  
3 Nashville, Tennessee 37215

4 **AFFIDAVIT OF JOSEPH R. ESQUIVEL JR.**

5 I, Joseph R. Esquivel Jr, declare as follows:

- 6 1. I am over the age of 18 years and qualified to make this Affidavit.
- 7 2. I am a licensed private investigator in the State of Texas, License # A20449.
- 8 3. I make this Affidavit based on my own personal knowledge.
- 9 4. I make this Affidavit in support of Mortgage Compliance Investigations Chain of Title Analysis  
10 & Mortgage Fraud Investigation requested by Steven L. Robertson regarding the Loan  
11 Instruments and the associated real property located at 4610 Benton Smith Rd, Nashville,  
12 Tennessee 37215, as referenced in the Davidson County Record.
- 13 5. I have no direct or indirect interest in the outcome of the case at bar for which I am offering my  
14 observations.
- 15 6. I have personal knowledge and experience in the topic areas related to the securitization of  
16 mortgage loans, real property law, Uniform Commercial Code practices, predatory lending  
17 practices, assignment and assumption of securitized loans, creation of trusts under deeds of trust,  
18 pooling and servicing agreements, issuance of asset-backed securities and specifically mortgage-  
19 backed securities by special purpose vehicles in which an entity is named as trustee for holders  
20 of certificates of mortgage backed securities, the foreclosure process of securitized and non-  
21 securitized residential mortgages in both judicial and non-judicial states, and the various forms  
22 of foreclosure-related fraud.
- 23 7. I perform my research through the viewing of loan level data and Corporate/Trust Documents  
24 that have been obtained by Housing Mortgage Consultants (William McCaffrey). I then analyze  
25 the information for the purpose of the investigation.
- 26 8. I have the training, knowledge and experience to perform these searches and understand the  
27 meaning of these records and documents with very reliable accuracy.

1 9. I am available for court appearances, in person or via telephone for further clarification or  
2 explanation of the information provided herein, or for cross examination if necessary.

3 10. Mr. McCaffrey of Housing Mortgage Consultants is also available for court appearances, in  
4 person or via telephone, for further clarification or explanation of the information provided  
5 herein, or for cross examination if necessary.

6 11. I have been hired by Steven L. Robertson to investigate and review documents pertaining to the  
7 property located at 4610 Benton Smith Rd, Nashville, Tennessee 37215. These documents have  
8 been obtained from the Davidson County office of the recorder and from PennyMac Loan  
9 Servicing LLC. Those documents are as follows:

Exhibit	Document Name	Date Recorded	Document Number
A	Note Received from PennyMac Loan Servicing LLC on October 12, 2023	- Not Recorded -	20227461
B	Deed of Trust	December 29, 2020	20201229-0154138
C	Pages 1-10 of Prospectus Supplement FNMA 2021-3	-Not Recorded-	

13  
14 12. On October 16, 2023, the Steven L. Robertson payment stream (The Debt) was identified in  
15 the Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2021-3 ("FNMA  
16 2021-3 Trust") This trust is a Special Purpose Vehicle (SPV) which was created for the  
17 purpose of issuing mortgage-backed securities.

18 13. The returns that are paid on the mortgage-backed securities are derived from "slices"  
19 ("tranches") of the pool of comingled payments. "Pooling" (commingling) these trust assets to  
20 back financial instruments purportedly serve as the foundation for the instruments (as  
21 "securities") being offered and sold to secondary-market investors, in the process known as  
22 "securitization."

23 14. The information contained herein was derived by research through professional services, and by  
24 reviewing the Loan Level Data obtained from the Fannie Mae Pool Talk Online Portal on  
25 October 16, 2023, by independent third-party securitization and banking expert, William  
26 McCaffrey (Housing Mortgage Consultants Inc.), who specializes in locating Residential  
27 Mortgage-Backed Securities, (RMBS), and VA, FHA and GSE loans. Several identifying loan  
28 indicators were researched, including the loan number for the Steven L. Robertson Loan (located  
on the Note, attached hereto as Exhibit "A," and on the Deed of Trust, attached as Exhibit "B").

1 15. Based on the research that I have conducted, the evidence shows that the Steven L. Robertson  
2 payment stream (The Debt) is currently in the Guaranteed REMIC Pass-Through Certificates  
3 Fannie Mae REMIC Trust 2021-3 as shown by the information below, as of October 16, 2023.

4 16. The Loan Level Data information for the Steven L. Robertson loan below was obtained from the  
5 Fannie Mae Pool Talk Online Portal by an independent third party who specializes in locating  
6 Residential Mortgage-Backed Securities, (RMBS), and VA, FHA and GSE loans (Housing  
Mortgage Consultants), William McCaffrey on October 16, 2023.

7 **Search Results:** – Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2021-  
8 3

9 **Trust Closing date:** January 29, 2021.  
This is the last date in which assets can be put into the trust.

10 3||N|20785643|20227461|WHOLESALE |MORTGAGE INVESTOR GROUP|PENNYMAC CORP  
11 |2.875| 2.875| 3.125| 000500000.00| 000500000.00|360|02/2021| 000|360|01/2051|80|80|01|  
12 |697|NO |PURCHASE|SF |PRIMARY||TN|37215 |FIXED| |NO | 2074.46 | P | | FANNIE MAE  
13 REMIC TRUST 2021-003

14  
15 The information below was taken from above, put into a vertical column and the information was  
16 cross indexed with the Steven L. Robertson Note and Deed of Trust to show the matching  
17 indicators information.

18 3  
19 |  
20 |N  
|20785643 - ID number for Trust  
21 |20227461 - Corresponding Loan Number – **Matches Note**  
22 |WHOLESALE - Classification of Loan – Retail, Wholesale or Corresponding  
23 |MORTGAGE INVESTOR GROUP - Seller of Loan to Federal National Mortgage Association  
(Fannie Mae) – **Matches Lender on Note**  
24 |PENNYMAC CORP – Current Servicer  
25 |2.875 - the actual interest rate that the loan was purchased at  
26 | 2.875 - Original Interest Rate – **Matches Note**  
27 | 3.125 – Triad Coupon Rate

1 | 000500000.00 - Original loan amount – **Matches Note**  
2 | 000500000.00 - Premium Price sold to Federal National Mortgage Association  
3 | 360 - length of Loan in months – **Matches Note**  
4 | 02/2021 - Date of First Payment for loan – **Matches Note**  
5 | 000  
6 | 360 - Loan Amortization at 360 Months  
7 | 01/2051 - Date of Maturity – **Matches Note**  
8 | 80 - LTV  
9 | 80 - LCTV  
10 | 01 – Prepay Available  
11 |  
12 | 697 – FICO Score at time of Signing  
13 | NO - Refinance  
14 | PURCHASE - -(Type of Loan) vs Refinance  
15 | SF – Single Family  
16 | PRIMARY - Primary home no second home or investor  
17 |  
18 | TN – Property State Abbreviation – **Matches Note**  
19 | 37215 – Property Zip Code – **Matches Note**  
20 | FIXED - Type of Loan Fixed or Adjustable Rate – This is a Fixed Rate Loan  
21 |  
22 | NO  
23 | 2074.46 – Monthly Payment – **Matches Note**  
24 | P  
25 |  
26 | FANNIE MAE REMIC TRUST 2021-003 – Trust Series where the Payment Stream (The Debt) is  
27 | located  
28 |

17. “Loan Level Data” refers to specific loan characteristics of the loan. Examples of different types of specific data types would be “Loan number,” “Original Balance,” “Maturity Date,” “Property State,” “Property Zip Code,” “Property City,” “Pool Number,” and many more. Depending on the information that was available when the information was inputted and entered into the data platform, some loans would have more data available, and others would have less.

1 18. Securitization is the process of “aggregating” (i.e., commingling) the payments from a large  
2 number of mortgage loans into what is called a “mortgage pool” and then selling “shares” (called  
3 “certificates”) to investors, who then receive “returns” over a specific time period. The “pool”  
4 of commingled mortgage payments is “sliced” into “tranches” from which many different  
5 “classes” of investments (with varying rates of “returns”) are created, and subsequently offered  
6 for sale by way of a “prospectus.” Based on this information, Steven L. Robertson’s mortgage  
7 payments ultimately flowed to and/or through the “pool” created by or on behalf of the  
8 Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2021-3 Trust.  
9 However, in my opinion, it is impossible to determine the exact amounts from any mortgage  
10 payment paid out to any specific investor, as this was done *after* Steven L. Robertson’s payments  
11 were commingled with other monies.

12 19. The indicators pertaining to the Steven L. Robertson loan show that the payment stream (The  
13 Debt) was securitized, however it was not done properly; and that Guaranteed REMIC Pass-  
14 Through Certificates Fannie Mae REMIC Trust 2021-3 paid value for the Steven L. Robertson  
15 payment stream (The Debt) which was the right to collect future payments for the Steven L.  
16 Robertson mortgage loan.

17 20. Residential mortgage-backed securities, or RMBS, are bonds or notes created by securitization  
18 that are backed by residential mortgages or residential real estate loans. RMBS originators are  
19 typically financial institutions that originate residential real estate or residential mortgage loans,  
20 including banks, building societies/savings & loans and mortgage finance companies. However,  
21 issuers could also include government-guaranteed securities issued following bank bailouts, such  
22 as TARP or TALF, and the Government Sponsored Enterprises Fannie Mae and Freddie Mac.

23 21. To create residential mortgage-backed securities, or RMBS, institutions sell pools of their loans  
24 to a special-purpose vehicle, or SPV, which then sells the loans to a trust. The trust then  
25 repackages the loans as interest-bearing securities and issues them. This true sale of the loans to  
26 the SPV ensures that the RMBS is treated as bankruptcy-remote from the originator.

27 22. These trust entities are REMIC’S in which the IRS describes a (Real Estate Mortgage Investment  
28 Conduit) REMIC as an entity formed for the purpose of holding a fixed pool of mortgages secured  
by interests in real property (IRS Publication 550, Investment Income and Expenses, 2015).

1 23. Without these transactions going through the proper parties, valid transactions can not take place  
2 and that would leave the trust without having properly secured assets for the certificate holders.

3 24. I have examined the most current copy of the Steven L. Robertson Promissory Note (which was  
4 obtained by the borrower from PennyMac Loan Servicing LLC., the current “servicer” of the  
5 loan, on or about October 12, 2023); the Steven L. Robertson Deed of Trust; and the entire “public  
6 records” of the Steven L. Robertson Deed of Trust, and have found that Guaranteed REMIC Pass-  
7 Through Certificates Fannie Mae REMIC Trust 2021-3 Trust is not named in any manner on any  
8 of the instruments (See Attached Exhibits “A” and “B”).

9 25. I have examined a purported to be true and correct copy of a Promissory Note of Steven L.  
10 Robertson dated December 21, 2020, regarding a loan for \$500,000.00. The Original Lender of  
11 the December 21, 2020, Robertson loan is Mortgage Investors Group, A General Partnership (See  
12 Exhibit “A” attached within).

13 a. This copy of the Steven L. Robertson has an incomplete stamping on the Note  
14 itself from Mortgage Investors Group By Mortgage Investors Group, Inc.,  
15 General Partner, signed by Charles E. Tonkin II as President, made payable to an  
16 as of yet unnamed payee.

17 26. The Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2021-3 are not  
18 named in any way on the Steven L. Robertson Note.

19 a. The Federal National Mortgage Association as Trustee for the Guaranteed REMIC Pass-  
20 Through Certificates Fannie Mae REMIC Trust 2021-3 not in its Individual Capacity but  
21 solely as Trustee for Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC  
22 Trust 2021-3 is not named anywhere within the Steven L. Robertson Note. In fact, there  
23 are no endorsements on the Steven L. Robertson Note attempting to make the Note  
24 payable to anyone.

25 27. There is no evidence that Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC  
26 Trust 2021-3 ever received an ownership interest in the Steven L. Robertson Note.

27 28. Endorsement is mechanically necessary to constitute transfer interest to party not originally  
28 named. Entitlement to enforce a note focuses on the relationship between the maker of the note

1 and the person enforcing it. Ownership of the note is a concept that deals with who is entitled  
2 to the economic fruits of the note.

3 29. Paragraph 1 of the Steven L. Robertson Note states “*I understand that the Lender may transfer*  
4 *this Note. The Lender or Anyone who takes this Note by transfer and who is entitled to receive*  
5 *payments under this Note is called the “Noteholder.”*”

6 30. I have examined a Deed of Trust of Steven L. Robertson dated December 21, 2020 and filed in  
7 the Official Records of the Davidson County Recorder's Office on December 29, 2020 as ins#  
8 20201229-0154138 (See Exhibit “B” attached within).

9 a. The **Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust**  
10 **2021-3** are not named in any way to the Steven L. Robertson Deed of Trust

11 b. The Federal National Mortgage Association as Trustee for the Guaranteed REMIC  
12 Pass-Through Certificates Fannie Mae REMIC Trust 2021-3 not in its Individual  
13 Capacity but solely as Trustee for Guaranteed REMIC Pass-Through Certificates  
14 Fannie Mae REMIC Trust 2021-3 is not named or referenced in any way on the Steven  
15 L. Robertson Deed of Trust

16 31. I have examined the Davidson County Record relating to the Steven L. Robertson Deed of Trust  
17 dated December 21, 2020. The Davidson County Record shows that no Assignments of Deed of  
18 Trust have been filed into the public records.

19 32. Based on my examination of the Steven L. Robertson loan instruments, and all available  
20 documents recorded in the Davidson County records associated therewith, there is no evidence  
21 or indication that Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2021-  
22 3 ever acquired ownership rights to the Steven L. Robertson loan, note, Deed of Trust, the debt  
23 purportedly ‘evidenced’ thereby, and/or the real property purportedly ‘secured’ thereby.

24 33. Based on my examination, as Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC  
25 Trust 2021-3 has never acquired rights to the Steven L. Robertson Note and Deed of Trust, those  
26 rights can not be transferred to another party

27 34. In my professional observation, all the available evidence that I have examined lacks proof, or  
28 even a showing, of any proper transfer of the debt obligation (purportedly evidenced by the note)

1 along with proper transfer of collateral rights in the real property (purportedly evidenced by the  
2 Deed of Trust) regardless of any verbiage inserted into the various assignments. In fact, there is  
3 no evidence that suggests the Steven L. Robertson note was properly transferred simultaneously  
4 with any purported transfer of the beneficial rights in the Steven L. Robertson Deed of Trust.

5 35. The transfer and sale of all Beneficial Interest of the Steven L. Robertson Deed of Trust to  
6 Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2021-3 should have  
7 been done on or before the Closing Date of the Guaranteed REMIC Pass-Through Certificates  
8 Fannie Mae REMIC Trust 2021-3 which was January 29, 2021 (See Exhibit "C" attached  
9 within).

10 The above statements are affirmed by me under penalty of perjury under the laws of the State of  
11 Texas to be true and correct to the best of my knowledge and belief, are based on my own  
12 personal knowledge, and I am competent to make these statements.

13 FURTHER THE AFFIANT SAYETH NAUGHT

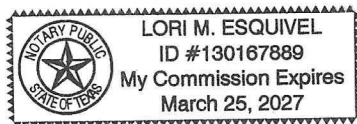
14 By: Joseph R Esquivel Jr

15 Joseph R Esquivel, Jr.  
16 Private Investigator License # A20449  
17 Mortgage Compliance Investigations LLC

18 STATE OF TEXAS )  
19 )  
20 COUNTY OF TRAVIS )

21 Subscribed and sworn before me, Lori M. Esquivel, Notary Public, on this  
22 17<sup>th</sup> day of October, 2023 by Joseph R Esquivel, Jr proved to me on the  
23 basis of satisfactory evidence to be the person(s) who appeared before me.

24 WITNESS my hand and official seal.



26 Lori M. Esquivel  
27 Notary Public  
28



# EXHIBIT “A”

BRST

Robertson, S

**NOTE**

MIN: 1001095-0020227461-6

Loan Number: 20227461

DECEMBER 21, 2020

KNOXVILLE

TENNESSEE

[Date]

[City]

[State]

4610 Benton Smith Rd, Nashville, Tennessee 37215-4302

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 500,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is MORTGAGE INVESTORS GROUP, A GENERAL PARTNERSHIP

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 2.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on FEBRUARY 1, 2021. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JANUARY 1, 2051, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 8320 EAST WALKER SPRINGS LANE, SUITE 200, KNOXVILLE, TENNESSEE 37923

or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 2,074.46

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit;



and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep

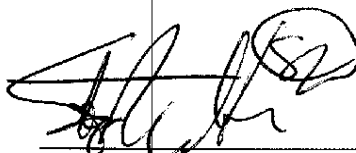
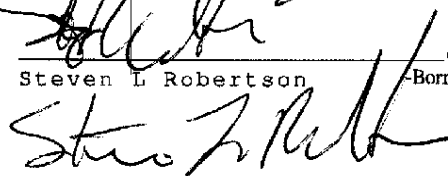


the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
Steven L. Robertson (Seal)  
Borrower  


Loan Originator: Robert Carter, NMLSR ID 898005  
Loan Originator Organization: Mortgage Investors Group, NMLSR ID 34391

Pay To The Order Of

Without Recourse  
MORTGAGE INVESTORS GROUP  
By Mortgage Investors Group, Inc.  
General Partner

[Sign Original Only]

\_\_\_\_\_  
Charles E. Tonkin, II  
President

MULTISTATE FIXED RATE NOTE--Single Family  
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3200 1/01

DocuSign EnRoute



# EXHIBIT “B”

Karen Johnson Davidson County  
Batch# 543224 DOT  
12/29/2020 12:12:05 PM 16 pgs  
Fees: \$83.00 Taxes: \$572.70



20201229-0154138

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

After Recording Return To:  
Mortgage Investors Group  
8320 East Walker Springs Lane, Suite 200  
Knoxville, TN 37923  
Loan Number: 20227461

After recording return to:  
Concord Title  
10690 Murdock Drive  
Knoxville, TN 37932  
File #: 20203270

[Space Above This Line For Recording Data]

### DEED OF TRUST

The maximum principal indebtedness for Tennessee recording tax purposes is \$ 500,000.00

MIN: 1001095-0020227461-6

MERS Phone: 888-679-6377

#### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated DECEMBER 21, 2020, together with all Riders to this document.

(B) "Borrower" is STEVEN L ROBERTSON AND KATINA ROBERTSON, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is MORTGAGE INVESTORS GROUP

Lender is a GENERAL PARTNERSHIP organized

and existing under the laws of TENNESSEE

Lender's address is 8320 EAST WALKER SPRINGS LANE, SUITE 200, KNOXVILLE, TENNESSEE 37923

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

a resident of Knox County, Tennessee.



(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) **"Note"** means the promissory note signed by Borrower and dated DECEMBER 21, 2020 .

The Note states that Borrower owes Lender FIVE HUNDRED THOUSAND AND 00/100

Dollars (U.S. \$ 500,000.00 ) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 1, 2051

(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

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

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

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

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

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

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

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

(O) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument,



"RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

COUNTY of Davidson ;  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]  
See attached Exhibit A  
See attached Exhibit A  
A.P.N.: 131-11-0-062.00

which currently has the address of 4610 Benton Smith Rd  
[Street]  
Nashville, Tennessee 37215-4302 ("Property Address"):  
[City] [Zip Code]

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





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

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

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

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

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

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

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

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the



Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only



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

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties,



retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured



position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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



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

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

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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



rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address



through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

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





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

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

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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



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

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

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

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

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

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

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



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

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

  
\_\_\_\_\_  
Steven L Robertson (Seal)  
-Borrower

  
\_\_\_\_\_  
Katina Robertson (Seal)  
-Borrower

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



[Space Below This Line For Acknowledgment]

State of Tennessee )

County of Davidson )

On this 21 day of December 2020, before me personally appeared

Steven L Robertson AND Katina Robertson

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.



Debra A. Vanatta  
Signature

Notary  
Title

My commission expires: March 7, 2023

Loan Originator: Robert Carter, NMLSR ID 898005  
Loan Originator Organization: Mortgage Investors Group, NMLSR ID 34391



## **Exhibit A**

4610 Benton Smith Rd

Nashville, TN 37215

Tax ID#: 131-11-0-062.00

LAND in Davidson County, Tennessee, being Lot 20, as shown on the map entitled Plan of Section I, SEVEN HILLS SUBDIVISION, of record in Plat Book 2133, Pages 81 and 82, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate legal description.

BEING the same property conveyed to Steven L. Robertson and wife, Katina L. Robertson, by Warranty Deed dated March 18, 2015 and recorded March 23, 2015, of record in Inst. No. 20150323-0024644, in the Register's Office for Davidson County, Tennessee.

THE SOURCE of the above description is the same as the previous deed of record, no boundary survey having been made at the time of the conveyance.

SUBJECT TO all Restrictions, Covenants, Reservations, and Minimum Building Setback Lines and Ingress and Egress Easements and installation and maintenance of Utility and Drainage facilities as stated on recorded plat of record, if applicable, and all amendments thereto recorded, and further to any matter and/or condition which would be disclosed by a current and accurate survey or inspection of the property herein described.

SUBJECT TO all Notes, Matters, Restrictions, Agreements, Covenants, Easements, Setback Lines, Right-of-Ways and all other Conditions of record in the Register's Office for Davidson County, Tennessee.

# EXHIBIT “C”

**\$3,425,934,006**



**Guaranteed REMIC Pass-Through Certificates  
Fannie Mae REMIC Trust 2021-3**

**The Certificates**

We, the Federal National Mortgage Association (Fannie Mae), will issue the classes of certificates listed in the chart on this cover and on Schedule 1.

**Payments to Certificateholders**

We will make monthly payments on the certificates. You, the investor, will receive

- interest accrued on the balance of your certificate (except in the case of the accrual classes), and
- principal to the extent available for payment on your class.

We will pay principal at rates that may vary from time to time. We may not pay principal to certain classes for long periods of time.

**The Fannie Mae Guaranty**

We will guarantee that required payments of principal and interest on the certificates are available for distribution to investors on time.

**The Trust and its Assets**

The trust will own

- UMBS and
- Fannie Mae MBS (Non-UMBS).

The mortgage loans backing the assets specified in the preceding paragraph are first-lien, single-family, fixed-rate loans.

Class	Group	Original Class Balance	Principal Type(1)	Interest Rate	Interest Type(1)	CUSIP Number	Final Distribution Date
ME ..	1	\$ 144,999,000	PAC/AD	1.00%	FIX	3136BDXY9	February 2051
MI ...	1	103,570,714(2)	NTL(PAC/AD)	3.50	FIX/IO	3136BDXZ6	February 2051
MZ ..	1	20,201,000	SUP	3.50	FIX/Z	3136BDYA0	February 2051
B ....	2	185,556,793	PT	1.00	FIX	3136BDYB8	February 2051
IB ...	2	237,170,790(2)	NTL(PT)	2.50	FIX/IO	3136BDYC6	February 2051
EA ..	2	251,673,430	PT	1.25	FIX	3136BDYD4	February 2051
D ....	3	128,325,844	PT	1.25	FIX	3136BDYE2	February 2051
DI ...	3	48,122,191(2)	NTL(PT)	2.00	FIX/IO	3136BDYF9	February 2051
GA ..	4	285,836,709	PT	1.50	FIX	3136BDYG7	February 2051
GI ...	4	71,459,177(2)	NTL(PT)	2.00	FIX/IO	3136BDYH5	February 2051
GB ..	5	242,518,525	PT	2.00	FIX	3136BDYJ1	February 2051
IG ...	5	103,936,510(2)	NTL(PT)	3.50	FIX/IO	3136BDYK8	February 2051
HG ..	6	15,000,000	PAC/AD	1.25	FIX	3136BDYX0	February 2051
HI(3) .	6	7,500,000(2)	NTL(PAC/AD)	2.50	FIX/IO	3136BDYZ5	February 2051
HZ(3) .	6	3,051,442	SUP	2.50	FIX/Z	3136BDYM4	February 2051
PH ...	7	19,980,000	PAC/AD	1.25	FIX	3136BDZF8	February 2051
HP ...	7	20,000	PAC/AD	1.25	FIX	3136BDYL6	February 2051
PJ ...	7	20,000,000	PAC/AD	1.17	FIX	3136BDZD3	February 2051
PI(3) .	7	20,640,000(2)	NTL(PAC/AD)	2.50	FIX/IO	3136BDZG6	February 2051
PZ(3) .	7	11,460,834	SUP	2.50	FIX/Z	3136BDYP7	February 2051
UA ..	8	68,000,000	PT	0.75	FIX	3136BDYQ5	February 2036
UI ...	8	34,000,000(2)	NTL(PT)	1.50	FIX/IO	3136BDYR3	February 2036

(Table continued on next page)

If you own certificates of certain classes, you can exchange them for certificates of the corresponding RCR classes to be delivered at the time of exchange. The ZH and IP Classes are the RCR classes. For a more detailed description of the RCR classes, see Schedule 1 attached to this prospectus supplement and "Description of the Certificates-Combination and Recombination-RCR Certificates" in the REMIC prospectus.

The dealer will offer the certificates from time to time in negotiated transactions at varying prices. We expect the settlement date to be January 29, 2021.

**Carefully consider the discussion under "Risk Factors" in the REMIC prospectus and under "Additional Risk Factors" in this prospectus supplement. Unless you understand and are able to tolerate these risks, you should not invest in the certificates.**

You should read the REMIC prospectus as well as this prospectus supplement.

The certificates, together with interest thereon, are not guaranteed by the United States and do not constitute a debt or obligation of the United States or any agency or instrumentality thereof other than Fannie Mae.

The certificates are exempt from registration under the Securities Act of 1933 and are "exempted securities" under the Securities Exchange Act of 1934.

**MORGAN STANLEY**

The date of this Prospectus Supplement is January 26, 2021

Class	Group	Original Class Balance	Principal Type(1)	Interest Rate	Interest Type(1)	CUSIP Number	Final Distribution Date
DB . . . .	9	\$ 40,465,312	PT	1.25%	FIX	3136BDP77	February 2051
ID . . . .	9	23,604,765(2)	NTL(PT)	3.00	FIX/IO	3136BDP85	February 2051
JA . . . .	10	150,205,985	PT	1.25	FIX	3136BDP93	February 2051
JJ . . . .	10	75,102,992(2)	NTL(PT)	2.50	FIX/IO	3136BDQ27	February 2051
KA . . . .	11	249,714,658	PT	1.25	FIX	3136BDQ35	February 2051
KI . . . .	11	124,857,329(2)	NTL(PT)	2.50	FIX/IO	3136BDQ43	February 2051
LA . . . .	12	100,601,945	PT	1.25	FIX	3136BDQ50	February 2051
LI . . . .	12	50,300,972(2)	NTL(PT)	2.50	FIX/IO	3136BDQ68	February 2051
NA . . . .	13	291,487,230	PT	1.25	FIX	3136BDQ76	February 2051
NI . . . .	13	145,743,615(2)	NTL(PT)	2.50	FIX/IO	3136BDQ84	February 2051
QA . . . .	14	251,071,787	PT	1.25	FIX	3136BDQ92	February 2051
QI . . . .	14	125,535,893(2)	NTL(PT)	2.50	FIX/IO	3136BDR26	February 2051
TA . . . .	15	745,763,512	PT	1.25	FIX	3136BDR34	February 2051
TI . . . .	15	472,881,756(2)	NTL(PT)	2.50	FIX/IO	3136BDR42	February 2051
TB . . . .	15	200,000,000	PT	1.25	FIX	3136BDYV4	February 2051
R(4) . . .		0	NPR	0	NPR	3136BDYS1	February 2051
RL(4) . .		0	NPR	0	NPR	3136BDYT9	February 2051

- (1) See "Description of the Certificates - Class Definitions and Abbreviations" in the REMIC prospectus and "Description of the Certificates - General - *Notional Class Abbreviations*" in this prospectus supplement.
- (2) See "Summary - Notional Classes" for a description of how the notional principal balances are calculated.
- (3) Exchangeable classes.
- (4) This class is a "residual interest" as further described herein.



## TABLE OF CONTENTS

	<u>Page</u>		<u>Page</u>
<b>AVAILABLE INFORMATION</b> .....	S-3	DECREMENT TABLES .....	S-19
<b>SUMMARY</b> .....	S-5	CHARACTERISTICS OF RESIDUAL CERTIFICATES .....	S-30
<b>ADDITIONAL RISK FACTORS</b> .....	S-10	<b>CERTAIN ADDITIONAL FEDERAL INCOME TAX CONSEQUENCES</b> .....	S-30
<b>DESCRIPTION OF THE CERTIFICATES</b> .	S-10	REMIC STATUS AND SPECIAL TAX ATTRIBUTES .....	S-30
GENERAL .....	S-10	TAXATION OF BENEFICIAL OWNERS OF REGULAR CERTIFICATES .....	S-30
<i>Structure</i> .....	S-10	TAXATION OF BENEFICIAL OWNERS OF RESIDUAL CERTIFICATES .....	S-31
<i>Fannie Mae Guaranty</i> .....	S-11	TAXATION OF BENEFICIAL OWNERS OF RCR CERTIFICATES .....	S-31
<i>Characteristics of Certificates</i> .....	S-11	<b>ERISA CONSIDERATIONS</b> .....	S-32
<i>Authorized Denominations</i> .....	S-11	<b>NOTICE TO EUROPEAN ECONOMIC AREA INVESTORS</b> .....	S-32
<i>Notional Class Abbreviations</i> .....	S-11	<b>NOTICE TO UNITED KINGDOM INVESTORS</b> .....	S-32
THE MBS .....	S-11	<b>EUROPEAN AND UK SECURITIZATION RULES</b> .....	S-33
DISTRIBUTIONS OF INTEREST .....	S-12	<b>PLAN OF DISTRIBUTION</b> .....	S-33
<i>General</i> .....	S-12	<b>LEGAL MATTERS</b> .....	S-33
<i>Delay Classes and No-Delay Classes</i> .....	S-12	<b>SCHEDULE 1</b> .....	A-1
<i>Accrual Classes</i> .....	S-12	<b>PRINCIPAL BALANCE SCHEDULES</b> ..	B-1
DISTRIBUTIONS OF PRINCIPAL .....	S-12		
STRUCTURING ASSUMPTIONS .....	S-14		
<i>Pricing Assumptions</i> .....	S-14		
<i>Prepayment Assumptions</i> .....	S-14		
<i>Principal Balance Schedules</i> .....	S-14		
YIELD TABLES FOR THE FIXED RATE INTEREST ONLY CLASSES .....	S-15		
WEIGHTED AVERAGE LIVES OF THE CERTIFICATES .....	S-19		

## AVAILABLE INFORMATION

You should purchase the certificates only if you have read and understood this prospectus supplement and the following documents:

- our Prospectus for Fannie Mae Guaranteed Single-Family REMIC Pass-Through Certificates dated July 1, 2020 (the "REMIC Prospectus");
- our Prospectus for Fannie Mae Guaranteed Mortgage Pass-Through Certificates (Single-Family Residential Mortgage Loans) dated January 1, 2021, or such earlier version of that prospectus in effect at the time of issuance of the related MBS (the "Fannie Mae MBS Prospectus"); and
- any information incorporated by reference in this prospectus supplement as discussed below and under the heading "Incorporation by Reference" in the REMIC Prospectus.

In addition, you should purchase the following certificates or a Residual Certificate only if you have read and understood the documents specified below:

- if you are purchasing a Group 1 Class, Group 2 Class, Group 3 Class, Group 4 Class, Group 5 Class, Group 8 Class, Group 9 Class, Group 10 Class, Group 11 Class, Group 12 Class, Group 13 Class, Group 14 Class or Group 15 Class, the following documents:
  - our Prospectus for Fannie Mae Guaranteed UMBS Pass-Through Securities, dated June 1, 2019 (the "Fannie Mae Supers Prospectus");
  - Freddie Mac's Offering Circular for UMBS and MBS, dated August 17, 2020 (as supplemented or amended from time to time, the "Freddie Mac UMBS Offering Circular");
  - Freddie Mac's Mirror Certificates Offering Circular, dated April 12, 2019 (as supplemented or amended from time to time, the "Freddie Mac Mirror Certificates Offering Circular"); and
  - Freddie Mac's Offering Circular for Supers, Giant MBS and other Pass-Through Certificates, dated September 1, 2020 (as supplemented or amended from time to time, the "Freddie Mac Supers Offering Circular").

The Freddie Mac UMBS Offering Circular, the Freddie Mac Mirror Certificates Offering Circular and the Freddie Mac Supers Offering Circular are collectively referred to as the "Freddie Mac Disclosure Documents." The REMIC Prospectus, the Fannie Mae MBS Prospectus, the Fannie Mae Supers Prospectus and the Freddie Mac Disclosure Documents are collectively referred to as the "Disclosure Documents."

For a description of current servicing policies generally applicable to existing Fannie Mae MBS pools, see "Yield, Maturity, and Prepayment Considerations" in the Fannie Mae MBS Prospectus dated January 1, 2021.

The Fannie Mae MBS Prospectus and the Fannie Mae Supers Prospectus are incorporated by reference in this prospectus supplement. This means that we are disclosing information in those documents by referring you to them. Those documents are considered part of this prospectus supplement, so you should read this prospectus supplement, and any applicable supplements or amendments, together with those documents.

You can obtain copies of the Disclosure Documents by writing or calling us at:

Fannie Mae  
MBS Helpline  
1100 15th Street, NW  
Washington, D.C. 20005  
(telephone 800-2FANNIE).

In addition, the Disclosure Documents (other than any Freddie Mac Disclosure Documents), together with the class factors for any MBS or other underlying securities issued and guaranteed by Fannie Mae, are available through PoolTalk® at <https://fanniemae.mbs-securities.com>.

The applicable Freddie Mac Disclosure Documents, together with the class factors for any UMBS or other underlying securities issued and guaranteed by Freddie Mac, are available on the Freddie Mac corporate website at [www.freddiemac.com](http://www.freddiemac.com).

You also can obtain copies of the Disclosure Documents by writing or calling the dealer at:

Morgan Stanley & Co. LLC  
c/o Broadridge Financial Solutions  
Prospectus Department  
1155 Long Island Avenue  
Edgewood, NY 11717  
(telephone 631-274-2635).

## SUMMARY

This summary contains only limited information about the certificates. Statistical information in this summary is provided as of January 1, 2021. You should purchase the certificates only after reading this prospectus supplement and each of the additional disclosure documents listed on page S-3. In particular, please see the discussion of risk factors that appears in each of those additional disclosure documents.

### Assets Underlying Each Group of Classes

<u>Group</u>	<u>Assets</u>
1	UMBS
2	UMBS *
3	UMBS
4	UMBS
5	UMBS
6	Fannie Mae MBS (Non-UMBS)
7	Fannie Mae MBS (Non-UMBS)
8	UMBS
9	UMBS
10	UMBS
11	UMBS
12	UMBS
13	UMBS
14	UMBS
15	UMBS **

\* Includes the Subgroup 2a MBS and Subgroup 2b MBS.

\*\* Includes the Subgroup 15a MBS and Subgroup 15b MBS.

**Group 1, Group 2, Group 3, Group 4, Group 5, Group 6, Group 7, Group 8, Group 9, Group 10, Group 11, Group 12, Group 13, Group 14 and Group 15**

Characteristics of the MBS

	<u>Approximate Principal Balance</u>	<u>Pass- Through Rate</u>	<u>Range of Weighted Average Coupons or WACs (annual percentages)</u>	<u>Range of Weighted Average Remaining Terms to Maturity or WAMs (in months)</u>
Group 1	\$165,200,000	3.50%	3.75% to 6.00%	241 to 360
Group 2				
<i>Subgroup 2a</i>	\$185,556,793	2.50%	2.75% to 5.00%	241 to 360
<i>Subgroup 2b</i>	\$251,673,430	2.50%	2.75% to 5.00%	241 to 360
Group 3	\$128,325,844	2.00%	2.25% to 4.50%	241 to 360
Group 4	\$285,836,709	2.00%	2.25% to 4.50%	241 to 360
Group 5	\$242,518,525	3.50%	3.75% to 6.00%	241 to 360
Group 6	\$ 18,051,442	2.50%	2.75% to 5.00%	241 to 360
Group 7	\$ 51,460,834	2.50%	2.75% to 5.00%	241 to 360
Group 8	\$ 68,000,000	1.50%	1.75% to 4.00%	121 to 180
Group 9	\$ 40,465,312	3.00%	3.25% to 5.50%	241 to 360
Group 10	\$150,205,985	2.50%	2.75% to 5.00%	241 to 360
Group 11	\$249,714,658	2.50%	2.75% to 5.00%	241 to 360
Group 12	\$100,601,945	2.50%	2.75% to 5.00%	241 to 360
Group 13	\$291,487,230	2.50%	2.75% to 5.00%	241 to 360
Group 14	\$251,071,787	2.50%	2.75% to 5.00%	241 to 360
Group 15				
<i>Subgroup 15a</i>	\$745,763,512	2.50%	2.75% to 5.00%	241 to 360
<i>Subgroup 15b</i>	\$200,000,000	2.50%	2.75% to 5.00%	241 to 360

Assumed Characteristics of the Underlying Mortgage Loans

	<u>Principal Balance</u>	<u>Original Term to Maturity (in months)</u>	<u>Remaining Term to Maturity (in months)</u>	<u>Loan Age (in months)</u>	<u>Interest Rate</u>
Group 1	\$165,200,000	360	339	17	4.330%
Group 2					
<i>Subgroup 2a</i>	\$185,556,793	360	351	1	3.259%
<i>Subgroup 2b</i>	\$251,673,430	360	357	1	2.943%
Group 3	\$128,325,844	360	353	4	2.904%
Group 4	\$285,836,709	360	359	1	2.896%
Group 5	\$242,518,525	360	341	15	3.935%
Group 6	\$ 18,051,442	360	357	2	3.315%
Group 7	\$ 51,460,834	360	357	2	3.315%
Group 8	\$ 68,000,000	180	179	0	2.256%
Group 9	\$ 40,465,312	360	355	1	3.774%
Group 10	\$150,205,985	360	357	1	3.410%
Group 11	\$249,714,658	360	356	0	3.504%
Group 12	\$100,601,945	360	359	0	3.456%
Group 13	\$291,487,230	360	358	1	3.424%
Group 14	\$251,071,787	360	360	0	3.509%
Group 15					
<i>Subgroup 15a</i>	\$745,763,512	360	355	0	3.004%
<i>Subgroup 15b</i>	\$200,000,000	360	356	0	2.923%

The actual remaining terms to maturity, loan ages and interest rates of most of the mortgage loans underlying the MBS will differ from those shown above, and may differ significantly. See "Risk Factors - Risks Relating to Yield and Prepayment - *Yields on and weighted average lives of the certificates are affected by actual characteristics of the mortgage loans backing the series trust assets*" in the REMIC Prospectus.

**Settlement Date**

We expect to issue the certificates on January 29, 2021.

**Distribution Dates**

We will make payments on the certificates on the 25th day of each calendar month, or on the next business day if the 25th day is not a business day.

**Record Date**

On each distribution date, we will make each monthly payment on the certificates to holders of record at the close of business on the last business day of the preceding month.

**Book-Entry and Physical Certificates**

We will issue the classes of certificates in the following forms:

<u>Fed Book-Entry</u>	<u>Physical</u>
All classes of certificates other than the R and RL Classes	R and RL Classes

**Exchanging Certificates Through Combination and Recombination**

If you own certificates of a class designated as "exchangeable" on the cover of this prospectus supplement, you will be able to exchange them for a proportionate interest in the related RCR certificates. Schedule 1 lists the available combinations of the certificates eligible for exchange and the related RCR certificates. You can exchange your certificates by notifying us and paying an exchange fee. We will deliver the RCR certificates upon such exchange.

We will apply principal and interest payments from exchanged REMIC certificates to the corresponding RCR certificates, on a pro rata basis, following any exchange.

**Interest Rates**

During each interest accrual period, the fixed rate classes will bear interest at the applicable annual interest rates listed on the cover of this prospectus supplement or on Schedule 1.

**Notional Classes**

The notional principal balances of the notional classes specified below will equal the percentages of the outstanding balances specified below immediately before the related distribution date:

<u>Class</u>	
MI .....	71.4285712315% of the ME Class
IB .....	60% of the B Class
	<i>plus</i>
	50% of the EA Class
DI .....	37.4999996104% of the D Class
GI .....	24.9999999125% of the GA Class
IG .....	42.8571425626% of the GB Class
HI .....	50% of the HG Class
PI .....	51.6% of the <i>sum</i> of the PH, HP and PJ Classes
UI .....	50% of the UA Class

**Class**

ID .....	58.3333325096%	of the DB Class
JI .....	49.9999996671%	of the JA Class
KI .....	50%	of the KA Class
LI .....	49.999999503%	of the LA Class
NI .....	50%	of the NA Class
QI .....	49.9999998009%	of the QA Class
TI .....	50%	of the <i>sum</i> of the TA and TB Classes
IP .....	100%	of the aggregate notional principal balance of the HI and PI Classes

**Distributions of Principal**

For a description of the principal payment priorities, see "Description of the Certificates-Distributions of Principal" in this prospectus supplement.

**Weighted Average Lives (years)\***

<b><u>Group 1 Classes</u></b>	<b>PSA Prepayment Assumption</b>							
	<b><u>0%</u></b>	<b><u>100%</u></b>	<b><u>200%</u></b>	<b><u>230%</u></b>	<b><u>305%</u></b>	<b><u>500%</u></b>	<b><u>650%</u></b>	<b><u>950%</u></b>
ME and MI .....	15.5	7.1	5.0	5.0	5.0	3.2	2.5	1.6
MZ .....	27.8	21.1	14.7	11.6	1.6	0.5	0.3	0.2

<b><u>Group 2 Classes</u></b>	<b>PSA Prepayment Assumption</b>					
	<b><u>0%</u></b>	<b><u>100%</u></b>	<b><u>473%</u></b>	<b><u>750%</u></b>	<b><u>950%</u></b>	<b><u>1450%</u></b>
B .....	18.6	10.4	3.8	2.7	2.3	1.6
IB .....	18.6	10.4	3.8	2.7	2.3	1.6
EA .....	18.6	10.4	3.8	2.7	2.3	1.6

<b><u>Group 3 Classes</u></b>	<b>PSA Prepayment Assumption</b>					
	<b><u>0%</u></b>	<b><u>100%</u></b>	<b><u>346%</u></b>	<b><u>550%</u></b>	<b><u>700%</u></b>	<b><u>1050%</u></b>
D and DI .....	18.3	10.2	4.7	3.2	2.6	1.9

<b><u>Group 4 Classes</u></b>	<b>PSA Prepayment Assumption</b>					
	<b><u>0%</u></b>	<b><u>100%</u></b>	<b><u>346%</u></b>	<b><u>550%</u></b>	<b><u>700%</u></b>	<b><u>1050%</u></b>
GA and GI .....	18.3	10.4	4.9	3.4	2.8	2.1

<b><u>Group 5 Classes</u></b>	<b>PSA Prepayment Assumption</b>					
	<b><u>0%</u></b>	<b><u>100%</u></b>	<b><u>472%</u></b>	<b><u>750%</u></b>	<b><u>950%</u></b>	<b><u>1450%</u></b>
GB and IG .....	19.3	9.9	3.1	1.9	1.5	0.9

<b><u>Group 6 Classes</u></b>	<b>PSA Prepayment Assumption</b>									
	<b><u>0%</u></b>	<b><u>100%</u></b>	<b><u>265%</u></b>	<b><u>280%</u></b>	<b><u>295%</u></b>	<b><u>450%</u></b>	<b><u>550%</u></b>	<b><u>850%</u></b>	<b><u>1100%</u></b>	<b><u>1650%</u></b>
HG and HI .....	14.5	7.0	4.3	4.3	4.3	4.3	3.7	2.7	2.2	1.6
HZ .....	27.4	21.2	12.3	11.9	10.9	2.0	1.4	0.9	0.7	0.5

<b><u>Group 7 Classes</u></b>	<b>PSA Prepayment Assumption</b>									
	<b><u>0%</u></b>	<b><u>100%</u></b>	<b><u>265%</u></b>	<b><u>280%</u></b>	<b><u>295%</u></b>	<b><u>450%</u></b>	<b><u>550%</u></b>	<b><u>850%</u></b>	<b><u>1100%</u></b>	<b><u>1650%</u></b>
PH .....	13.3	6.3	3.8	3.8	3.8	3.8	3.8	2.7	2.3	1.6
HP .....	22.9	19.5	19.5	19.5	19.5	19.5	19.5	12.2	8.7	3.6
PJ and PI .....	13.3	6.3	3.8	3.8	3.8	3.8	3.8	2.8	2.3	1.6
PZ .....	26.6	19.9	11.7	11.2	10.9	4.5	1.9	1.1	0.9	0.6

		PSA Prepayment Assumption									
		<u>0%</u>	<u>100%</u>	<u>272%</u>	<u>450%</u>	<u>550%</u>	<u>850%</u>				
<b>Group 8 Classes</b>											
UA and UI .....		8.3	6.3	4.6	3.5	3.1	2.4				
		PSA Prepayment Assumption									
		<u>0%</u>	<u>100%</u>	<u>499%</u>	<u>750%</u>	<u>1000%</u>	<u>1500%</u>				
<b>Group 9 Classes</b>											
DB and ID .....		19.0	10.6	3.7	2.7	2.2	1.6				
		PSA Prepayment Assumption									
		<u>0%</u>	<u>100%</u>	<u>450%</u>	<u>700%</u>	<u>900%</u>	<u>1350%</u>				
<b>Group 10 Classes</b>											
JA and JI .....		18.6	10.5	4.0	2.9	2.4	1.7				
		PSA Prepayment Assumption									
		<u>0%</u>	<u>100%</u>	<u>450%</u>	<u>700%</u>	<u>900%</u>	<u>1350%</u>				
<b>Group 11 Classes</b>											
KA and KI .....		18.6	10.6	4.1	2.9	2.4	1.8				
		PSA Prepayment Assumption									
		<u>0%</u>	<u>100%</u>	<u>450%</u>	<u>700%</u>	<u>900%</u>	<u>1350%</u>				
<b>Group 12 Classes</b>											
LA and LI .....		18.6	10.6	4.1	2.9	2.4	1.8				
		PSA Prepayment Assumption									
		<u>0%</u>	<u>100%</u>	<u>450%</u>	<u>700%</u>	<u>900%</u>	<u>1350%</u>				
<b>Group 13 Classes</b>											
NA and NI .....		18.6	10.5	4.0	2.9	2.4	1.7				
		PSA Prepayment Assumption									
		<u>0%</u>	<u>100%</u>	<u>450%</u>	<u>700%</u>	<u>900%</u>	<u>1350%</u>				
<b>Group 14 Classes</b>											
QA and QI .....		18.6	10.6	4.1	2.9	2.4	1.8				
		PSA Prepayment Assumption									
		<u>0%</u>	<u>100%</u>	<u>450%</u>	<u>700%</u>	<u>900%</u>	<u>1350%</u>				
<b>Group 15 Classes</b>											
TA .....		18.6	10.4	4.1	2.9	2.4	1.8				
TI .....		18.6	10.4	4.1	2.9	2.4	1.8				
TB .....		18.6	10.4	4.1	2.9	2.4	1.8				
		PSA Prepayment Assumption									
		<u>0%</u>	<u>100%</u>	<u>265%</u>	<u>280%</u>	<u>295%</u>	<u>450%</u>	<u>550%</u>	<u>850%</u>	<u>1100%</u>	<u>1650%</u>
<b>Group 6/Group 7 Classes †</b>											
ZH .....		26.8	20.2	11.8	11.4	11.0	4.0	1.8	1.1	0.8	0.6
IP .....		13.6	6.5	4.0	3.9	3.9	3.9	3.8	2.7	2.2	1.6

\* Determined as specified under "Yield, Maturity and Prepayment Considerations - Weighted Average Lives and Final Distribution Dates" in the REMIC Prospectus.

† These classes are RCR classes formed by combinations of REMIC classes in two different groups. For additional information, see Schedule 1 attached to this prospectus supplement.