

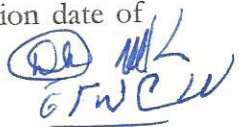
This Instrument Prepared By:
Greg Forderhase, Attorney
835 Ski Mountain Road
Gatlinburg, Tennessee 37738

NOTE AND DEED OF TRUST PURCHASE AGREEMENT

March 22, 2016

THIS AGREEMENT is made this 22nd day of March, 2016, by and between **EDWARD WILLIAMS and wife, CAROLYN WILLIAMS** (hereinafter "Seller"), and **MDK ENTERPRISES, LLC**, having a principal business address of **P.O. Box 1327, Seymour, Tennessee 37865** (hereinafter "Purchaser")

1. **DESCRIPTION:** Purchaser, and/or assigns, hereby agrees to purchase, and Seller hereby agrees to sell and assign, without recourse as to the future financial performance of the Grantor, that certain Note and Deed of Trust dated August 13, 2010, originally granted by **Addie I. Fox** (hereinafter "Grantor") to **Edward Williams and Carolyn Williams**, and providing for repayment of an obligation in the original principal amount of **Fifty Five Thousand Nine Hundred and 00/100 Dollars (\$55,900.00)**, with a maturation date of **August 1, 2040**.

CURRENT BALANCE REMAINING under Note: \$ 49,924.19 

Said Deed of Trust was recorded in the Office of the Register of Deeds for **Knox County, Tennessee**, on **August 13, 2010**, as **Instrument No. 201008160009870**, and is secured by a parcel of real property more particularly described as follows:

SITUATED in the Seventh (7th) Civil District of **Knox County, Tennessee**, and within the 17th Ward of the City of **Knoxville, Tennessee**, and being more particularly bounded and described as follows:

BEGINNING at a point about 280 feet eastward on Oldham Avenue from the southeast corner of Central Avenue and Oldham Avenue; thence continuing eastward along Oldham Avenue 50 feet to the corner of a lot with a house thereon now or formerly owned by **Thomas B. McMillan**; thence southward with the line of said improved lot 150 feet to an alley; thence with said alley westward 50 feet to a stake; thence northward parallel with the line of said improved lot 150 feet to the **POINT OF BEGINNING**, being a lot shown in the **McMillan Division** of the **Anderson Estate Addition to Knoxville, Tennessee**.

BEING the same property conveyed to **Addie I. Fox**, unmarried, by Warranty Deed dated August 13, 2010, of record as **Instrument No. 201008160009869**, in the Office of the Register of Deeds for **Knox County, Tennessee**.

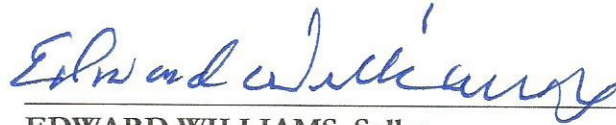
The above-described parcel bears current **Knox County, Tennessee**, tax identification number **081KG-006.00**.

The security interest described above shall also be assigned to Purchaser.

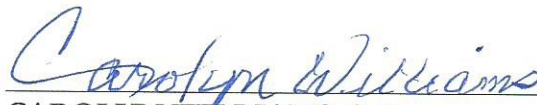
2. PURCHASE PRICE: The purchase price for the above-described Note and Deed of Trust shall be Twenty Thousand and 00/100 Dollars (\$20,000.00), to be paid in full at closing and upon assignment of said Note and Deed of Trust to Purchaser.
3. INTERIM PAYMENT RECEIPTS: Seller shall keep any payments that are received during the pendency of this Agreement; however, any such payments shall be deducted from Seller's proceeds at time of closing.
4. REQUIRED DOCUMENTATION: Seller agrees to provide to Purchaser at closing the original Note executed by the Grantor named therein, a copy of Lender's Title Insurance Policy, if applicable, and copies of any and all closing documents related to the original transaction now in their possession or available to them.
5. NO PROPERTY CONDITION CONTINGENCY: Purchaser waives the right to enter upon the premises to inspect the condition of the property that serves as security for the Deed of Trust and hereby expressly affirms that it is purchasing the Note and Deed of Trust with said collateral in its "As Is" condition.
6. CLOSING: The parties agree that the closing of this transaction shall occur on or before April 1, 2016. The closing shall be conducted by Greg Forderhase, Attorney, at a location to be agreed upon by the parties in advance of closing.
7. COSTS: Purchaser shall be responsible for all costs of closing including, but not limited to attorney fees, recording costs and payment of any and all unpaid real estate taxes.
8. SECURITY INTEREST: To secure Purchaser's interest in and under this Agreement, Seller hereby grants a security interest in the Note and Deed of Trust described in Section 1, above. Seller further agrees to execute any and all documents necessary to assign all of its right, title and interest under said Note and Deed of Trust to Purchaser and to fully perfect Purchaser's security interest under said Note and Deed of Trust.
9. SELLER'S REPRESENTATIONS AND WARRANTIES: Seller hereby covenants, represents and warrants as follows:
 - a. That the Deed of Trust is a good and valid instrument and constitutes a valid lien against the real property described herein.
 - b. That Seller is vested with full and absolute title to said Note and Deed of Trust and has authority to assign and transfer the same which are presently free and clear of all encumbrances except unpaid Knox County and Knoxville city real property taxes.
 - c. That the original principal face amount of the Note and Deed of Trust has been advanced to or on behalf of the Grantor; that the Grantor received consideration for the Note and Deed of Trust.
 - d. That the Note and Deed of Trust were not originated or closed in a manner which violated, or now violates, any Federal, State or Local laws, ordinances, regulations or rulings.
 - e. That there are no undisclosed agreements between the Grantor and Seller concerning any facts or conditions, whether past, present or future, which might in any way affect the obligations of the Grantor to make timely payments thereon.
 - f. That Seller has no knowledge of any valid legal defenses which would adversely affect the collectability or enforceability of the Note and/or Deed of Trust.

- g. That the Note, Deed of Trust and related documents were executed by the person purported to be the Grantor and contain no forged or unauthorized signatures, and that the parties named therein were of full age and capacity to contract.
 - h. That the Note and Deed of Trust and related documents, instruments or records representing, evidencing or related thereto, are true, correct, undisputed and reflect full, correct and accurate information as to the balance and the status thereof; and that no credit heretofore has been given to Grantor which was gratuitous or was given for a payment made by the Seller or as a setoff made by Seller, or which has arisen from a renewal granted for the purpose of concealing or restructuring a delinquency.
 - i. That the Note and Deed of Trust are free of the claim or defense of usury and free from any setoff, claim, counterclaim or defense of any nature whatsoever; that no settlement, payment or compromise has been made with respect to the Note and/or Deed of Trust and that no special promise or consideration has been made by Seller to the Grantor.
 - j. That all other information contained within this Agreement is true, correct and accurate in all respects.
10. INDEMNIFICATION: Seller agrees to indemnify and save Purchaser harmless from and against any and all loss, damage, liability and expense including, but not limited to attorney fees and costs of litigation, sustained or incurred by Purchaser arising out of, or based upon, the inaccuracy or breach of any of the representations or warranties made by Seller or its agents under this Agreement or of any covenant to be performed by Seller under this Agreement.
11. SOLE AGREEMENT: This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and it supersedes and cancels any and all prior negotiations, arrangements, agreements and understandings, whether oral or written, between the parties respecting the subject matter hereof. This Agreement shall survive the closing.
12. TIME AND BINDING EFFECT: Time shall always be of the essence and this Agreement shall inure and be binding upon the respective heirs, representatives, successors and assigns of the parties hereto.
13. ASSIGNMENT WITHOUT RECOURSE: Seller agrees to sell and assign the Note and Deed of Trust without recourse as to the future financial performance of the Grantor and assumes no responsibility or liability related thereto. However, as to all other terms, conditions, representations, warranties and covenants of this Agreement, Seller agrees to assume personal responsibility and liability therefor.
14. DISCLAIMER: The parties hereto acknowledge that Purchaser IS NOT an agent of Seller; nor does Purchaser have any fiduciary obligation to Seller. Purchaser is acting as an independent investor in this transaction, with the expectation of profit; Seller disclaims any representative relationship and disclaims any interest in Purchaser's profit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this the 22nd day of March, 2016.

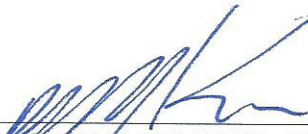


EDWARD WILLIAMS, Seller



CAROLYN WILLIAMS, Seller

MDK ENTERPRISES, LLC, a Tennessee
limited liability company



MICHAEL KRAJNC, Member/Purchaser



DEBORAH KRAJNC, Member/Purchaser

This Instrument Prepared By:
Greg Forderhase, Attorney
835 Ski Mountain Road
Gatlinburg, Tennessee 37738

ASSIGNMENT OF NOTE AND DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS, that on the 22nd day of March, 2016, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **EDWARD WILLIAMS and wife, CAROLYN WILLIAMS** (hereinafter "Assignor"), do hereby grant, bargain, sell, assign, convey, transfer and set over, without recourse, unto **MDK ENTERPRISES, LLC**, having a principal business address of **P.O. Box 1327, Seymour, Tennessee 37865** (herein "Assignee"), its successors and assigns, all of their right, title and interest in and to that certain Note and Deed of Trust dated August 13, 2010, originally granted by **Addie I. Fox to Edward Williams and Carolyn Williams**, and providing for repayment of an obligation in the original principal amount of **Fifty Five Thousand Nine Hundred and 00/100 Dollars (\$55,900.00)**, with a maturation date of **August 1, 2040**.


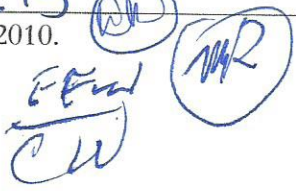
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BEING the same property conveyed to Addie I. Fox, unmarried, by Warranty Deed dated August 13, 2010, of record as **Instrument No. 201008160009869**, in the Office of the Register of Deeds for Knox County, Tennessee.

The above-described parcel bears current Knox County, Tennessee, tax identification number 081KG-006.00.


Assignor represents, covenants and warrants that there is now owing upon said Promissory Note and Deed of Trust, without offset or defense of any kind, the principal sum of \$ 49,924.19 , with interest thereon at the rate of 4.75% per annum from August 13, 2010. 


ML2 EFW
RL

This Assignment shall pertain to the entire remaining balance due on the Note beginning with the APRIL 1st, 2016, payment.

Assignor affirms that the original Note has been tendered to Assignee upon the execution of this instrument.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on this the 22nd day of March, 2016.


EDWARD WILLIAMS


CAROLYN WILLIAMS

**STATE OF TENNESSEE
COUNTY OF SEVIER**

Personally appeared before me, the undersigned authority, a Notary Public in and for the said County and State, **EDWARD WILLIAMS and CAROLYN WILLIAMS**, the within named bargainor, with whom I am personally acquainted, (or who proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office, in the aforesaid county, this the 22nd day of March, 2016.


Notary Public

My Commission Expires: 8-24-16

