



January 9, 2024

Chairman Paul Vinovich
Co-Chairman Mike Barnes
Office of Congressional Ethics
425 3rd Street, SW Suite 1110
Washington, DC 20024

Sent via email (oce@mail.house.gov)

Dear Chairman Vinovich and Co-Chairman Barnes:

Campaign Legal Center (“CLC”) respectfully requests that the Office of Congressional Ethics (“OCE”) investigate whether Representative Andy Ogles violated financial disclosure requirements. Specifically, Rep. Ogles’ financial disclosure statements do not include the assets that he purportedly used to personally loan \$320,000 to his campaign committee in April 2022.¹ He also did not report a \$700,000 line of credit that he apparently opened in September 2022, according to bank records.² The over \$1 million of financial disclosure discrepancies provide reasonable basis for OCE to investigate whether Rep. Ogles complied with the Ethics in Government Act (“EIGA”) and House rules.

The expulsion of Representative George Santos for filing false financial disclosure statements and other ethics violations demonstrates why investigations of significant discrepancies in a candidate’s financial reporting are warranted.³ Unexplained inconsistencies in Rep. Ogles’ reported finances and allegations of him

¹ Andy Ogles for Congress Schedule C Form, 2022 Election, <https://docquery.fec.gov/cgi-bin/fecimg/?202309119597023262> attached at Exhibit A.

² Loan statement, Attached at Exhibit B; Candidate Financial Disclosure Report for Rep. Andy Ogles, filing year 2022 (Jan. 30, 2023), https://disclosures-clerk.house.gov/public_disc/financial-pdfs/2022/10050835.pdf, Attached as Exhibit C; New Filer Financial Disclosure Report for Rep. Andy Ogles, filing year 2022 (May 15, 2023), https://disclosures-clerk.house.gov/public_disc/financial-pdfs/2022/10054630.pdf, Attached as Exhibit D.

³ Office of Congressional Ethics Review No. 23-4827 (Apr. 21, 2023), <https://oce.house.gov/sites/evo-subsites/oce.house.gov/files/evo-media-document/oce-rev.-no.-23-4827-referral.pdf>.

misrepresenting his background raise fundamental questions for voters about the transparency of their elected representative.⁴ The public has a right to know the sources of money that may be used to influence a federal election, as well as potential conflicts of interest that may arise due to a member's financial obligations. To help restore public trust, an OCE investigation is necessary to determine whether Rep. Ogles properly disclosed his financial interests in compliance with House rules and federal law.

I. Federal Law and House Rules Require Candidates to File Accurate and Complete Financial Disclosure Statements

Pursuant to 5 U.S.C. § 13106(a)(2) of the EIGA, all candidates and members of Congress are required to file accurate financial disclosure reports. “It shall be unlawful for any person to knowingly and willfully (i) falsify any information that such person is required to report under section 13104 of this title; and (ii) fail to file or report any information that such person is required to report under section 13104 of this title.”⁵

Required disclosures “include a full and complete statement with respect to the following:”⁶

- “[T]otal liabilities owed to any creditor other than a spouse, or a parent, brother, sister, or child of the reporting individual or of the reporting individual’s spouse which exceed \$10,000 at any time during the preceding calendar year.”⁷ Liabilities include personal loans.⁸

⁴ See, e.g., Phil Williams, *REVEALED: Businessman, economist, cop, international sex crimes expert? The stories of Congressman Andy Ogles*, NEWSCHANNEL 5 (Feb. 16, 2023), <https://www.newschannel5.com/news/newschannel-5-investigates/businessman-economist-cop-international-sex-crimes-expert-the-stories-of-congressman-andy-ogles>; Paul Blest, *Another House Republican Has Been Accused of Stealing GoFundMe Money*, VICE (Mar. 16, 2023), <https://www.vice.com/en/article/v7bggm/andy-ogles-gofundme-child-burial-garden-money>; Phil Williams, *REVEALED: What did Andy Ogles do with nearly \$25,000 meant for child burial garden? He won't say*, NEWSCHANNEL 5 (Mar. 15, 2023), <https://www.newschannel5.com/news/newschannel-5-investigates/what-did-congressman-andy-ogles-do-with-nearly-25-000-meant-for-child-burial-garden-he-wont-say>; Eli Motycka, *Ogles Pays \$5,750 Fine in FEC Settlement*, Nashville Scene (Dec. 7, 2023), https://www.nashvillescene.com/news/pithinthewind/andy-ogles-pays-fec-fine/article_1cdd47c4-9484-11ee-898a-6f40d83b66c7.html; Vivian Jones, *FEC complaint filed against Andy Ogles campaign alleges 'pattern of malfeasance'*, MAIN STREET NASHVILLE (Aug. 4, 2022), <https://mainstreetmediatn.com/articles/mainstreetnashville/fec-complaint-filed-against-andy-ogles-campaign-alleges-pattern-of-malfeasance/>.

⁵ 5 U.S.C. § 13106(a)(2).

⁶ 5 U.S.C. § 13104(a).

⁷ 5 U.S.C. § 13104(a)(4).

⁸ 2023 INSTRUCTION GUIDE: FINANCIAL DISCLOSURE STATEMENTS FOR CALENDAR YEAR 2022 REPORTING PERIOD AND PERIODIC TRANSACTION REPORTS, H.R. COMM. ON ETHICS, at 31,

- Assets including “any interest in property held during the preceding calendar year . . . for investment or the production of income, which has a fair market value which exceeds \$1,000.”⁹

II. Rep. Ogles’ Financial Disclosure Statements Appear to be Inaccurate and Incomplete

The information in Rep. Ogles’ financial disclosure statements raises serious questions as to whether he accurately reported his assets and liabilities for the following reasons.

First, on January 30, 2023, Rep. Ogles filed his candidate financial disclosure statement covering calendar year 2022. On May 15, 2023, he also filed his first report as a newly-elected member of Congress, covering calendar year 2022. Rep. Ogles reported on his filings with the Federal Election Commission (“FEC”) that he loaned his campaign committee \$320,000 from his personal funds in April 2022,¹⁰ but Rep. Ogles’ financial disclosure reports do not disclose assets that would allow him to make this loan. Rep. Ogles’ assets do not include any bank accounts.¹¹ He discloses retirement accounts as assets but does not report any withdrawals from those accounts.¹² Rep. Ogles reports owning an investment property worth between \$250,001 and \$500,000, but it does not generate any income.¹³ Rep. Ogles does not list any additional assets.

Second, the financial disclosure reports were required to include, *inter alia*, “total liabilities owed to any creditor . . . which exceed \$10,000 at any time during the preceding year.”¹⁴ However, neither report included a line of credit with FirstBank for \$700,000 that he and his wife took out on September 12, 2022.¹⁵ Instead, the financial disclosure reports only include a line of credit with Bankcorp South. The inclusion of this Bankcorp South line of credit and the omission of the

<https://ethics.house.gov/sites/ethics.house.gov/files/documents/Updated%20Final%20Combined%20023%20Instruction%20Guide.pdf>.

⁹ 5 U.S.C. § 13104(a)(3).

¹⁰ Andy Ogles for Congress Schedule C Form, 2022 Election, *supra* note 1.

¹¹ Bank accounts only must be reported in a candidate or member’s financial disclosure report if they are interest bearing. H.R. COMM. ON ETHICS, *supra* note 9, at 14, 21. While it is possible that Rep. Ogles has a non-interest-bearing bank account, it would be highly unlikely that such an account would contain such a substantial amount of money like the \$320,000 he loaned to his campaign.

¹² Members of Congress are required to report disbursements from their 401(k) accounts. H.R. COMM. ON ETHICS, *supra* note 8, at 30.

¹³ Candidate Financial Disclosure Report, *supra* note 2; New Filer Financial Disclosure Report, *supra* note 2.

¹⁴ H.R. COMM. ON ETHICS, *supra* note 8, at A-3.

¹⁵ Loan statement, *supra* note 2.

FirstBank line of credit suggests that Rep. Ogles understood the requirement to report such liabilities.¹⁶

Third, even if Rep. Ogles claims that he made the \$320,000 loan to his campaign committee with money from his liabilities, the public record does not support this argument. He reported a line of credit from Bankcorp South that began in February 2020 and was valued between \$250,001 and \$500,000. However, according to a Tennessee Release of Deed of Trust filed with the Maury County Register of Deeds, Rep. Ogles closed the line of credit in February of 2022, approximately two months prior to loaning his campaign \$320,000. If Rep. Ogles claims that he used his reported home mortgage with Interfirst to make the loan, federal election law required disclosure of the mortgage as the source of the loan on his campaign committee reports.¹⁷ To the contrary, the campaign committee's FEC disclosure reports list the \$320,000 as a loan from Rep. Ogles' personal funds.

The discrepancies in Rep. Ogles' financial disclosures statements do not have any obvious explanations on the public record, and he should provide answers to the public.

III. There is Reasonable Basis for OCE to Open a Preliminary Review

Pursuant to Rule 7 of the OCE Rules for the Conduct of Investigations, “[t]he Board shall authorize a preliminary review of any allegation(s) when it determines there is a *reasonable basis* to believe the allegation(s) based on all the information then known to the Board.”¹⁸ The OCE applies this low legal standard of proof to initiate preliminary reviews, while applying the higher standards of “probable cause” and “substantial reason to believe” to initiate second-phase reviews and referrals to the Committee on Ethics. “A *reasonable basis* to believe the allegation(s) exists when there is a reasonable and articulable basis for believing the allegation(s).”¹⁹

The information in Rep. Ogles' financial disclosure reports conflicts with publicly available records of his assets and liabilities. Records establish that he has a \$700,000 line of credit with FirstBank, but Rep. Ogles failed to report this line of credit twice. Records establish that Rep. Ogles claims to have given \$320,000 to his

¹⁶ See Candidate Financial Disclosure Report, *supra* note 2; New Filer Financial Disclosure Report, *supra* note 2.

¹⁷ 11 C.F.R. § 104.3(d)(4).

¹⁸ Off. of Cong. Ethics, Rules for the Conduct of Investigations Rule 7(A), available at https://oce.house.gov/sites/evo-subsites/oce.house.gov/files/documents/OCE%20Rules%20for%20the%20Conduct%20of%20Investigation_FINAL%20ADOPTED%20DEC%202022.pdf (emphasis in original).

¹⁹ *Id.* (emphasis in original).

campaign, but his financial disclosure reports do not show the sale or transfer of any asset to make such a loan. For these reasons, there is reasonable basis for OCE to open a preliminary review and request records confirming the source of the loan to his campaign and the nature of the \$700,000 line of credit.²⁰

IV. Conclusion

In conclusion, the similarities between Rep. Ogles and Rep. Santos should not be ignored. Although Rep. Ogles has not been charged with criminal activity, he has attracted public attention similar to Rep. Santos due to his false statements on his background and other matters. For example, Rep. Ogles has allegedly misrepresented his professional history by repeatedly claiming, in various instances, to be an “economist” who formerly worked in “law enforcement” and “worked in international sex crimes” or “human trafficking” when he lacks meaningful career or educational background in any of these fields.²¹ Further, Rep. Ogles has been accused of “stealing” money he raised in an online GoFundMe fundraiser;²² in 2014, Rep. Ogles raised \$23,565 for a children’s “burial garden” which as of 2024 has not been built.²³

In addition, Rep. Ogles’ campaign finances have been the subject of federal scrutiny. Reporting indicates that Rep. Ogles paid a \$5,750 civil penalty to the FEC for multiple reporting violations, including an alleged \$90,000 in unreported receipts from October 2022 and an unreported \$50,000 inter-committee transfer.²⁴ A pending complaint also alleges a “pattern of malfeasance” in Ogles’ campaign finance disclosures, including an incident in which Ogles allegedly filed a report late in an attempt to cover up a misrepresentation in a press release,²⁵ which claimed his committee had raised \$453,000 in the first month of his campaign,²⁶ when in reality it had only raised \$254,494 in its first three months.²⁷ His previous campaign committee was fined \$2,700 in 2003 for reporting issues.²⁸

²⁰ 52 U.S.C. § 30104(b)(2)-(3).

²¹ Williams, *REVEALED: Businessman, economist, cop, international sex crimes expert? The stories of Congressman Andy Ogles*, *supra* note 4.

²² Blest, *supra* note 4.

²³ Williams, *REVEALED: What did Andy Ogles do with nearly \$25,000 meant for child burial garden? He won’t say*, *supra* note 4.

²⁴ Motycka, *supra* note 4.

²⁵ Jones, *supra* note 4.

²⁶ *Ogles Camp Announces \$453k for 5th District Bid in First 30 Days*, Andy Ogles for Congress (May 11, 2022), <https://andyogles.com/ogles-camp-announces-453k-for-5th-district-bid-in-first-30-days/>.

²⁷ Andy Ogles for Congress Report of Receipts and Disbursements (Jan. 5, 2023), <https://docquery.fec.gov/pdf/207/202301059574287207/202301059574287207.pdf>.

²⁸ Ogles for Congress Administrative Fine (Sep. 11, 2003); <https://www.fec.gov/data/legal/administrative-fine/1007/>.

Although Rep. Ogles' statements about his background and the prior FEC complaints against him are not the subject of this complaint, these matters demonstrate a pattern of inaccurate information on the public record supporting an investigation of his substantial financial disclosure discrepancies.²⁹

For the foregoing reasons, CLC requests that the OCE Board authorize a preliminary review of this matter. We acknowledge that 18 U.S.C. § 1001 applies to the information provided.

Respectfully submitted,

_____/s/_____
Kedric L. Payne
General Counsel, Vice President, and Sr.
Director, Ethics

_____/s/_____
Danielle Caputo
Legal Counsel, Ethics

_____/s/_____
Roger Wieand
Senior Researcher, Campaign Finance and
Ethics

²⁹ Additional questions raised in public records include a warranty deed that appears to show Rep. Ogles selling property in 2023 to a person who became his District Director, James Amundsen. 3621 Neeley Hollow Road Deed of Sale (Sep. 15, 2023), Attached as Exhibit E.

Exhibit A

**SCHEDULE C (FEC Form 3)
LOANS**

NAME OF COMMITTEE (In Full) **ANDY OGLES FOR CONGRESS** Transaction ID : **C781D1870C6B5417683C**

LOAN SOURCE Full Name (Last, First, Middle Initial) <input type="checkbox"/> Memo Item OGLES, ANDY, , ,		Election: 2022 <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify) ▼
Mailing Address 29 PUBLIC SQ		<input checked="" type="checkbox"/> Personal Funds of the Candidate
City COLUMBIA	State TN	

Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
320000.00	0.00	320000.00

TERMS	Date Incurred	Date Due	Interest Rate (If none, enter 0)	Secured:
	M M / D D / Y Y Y Y 04 / 15 / 2022	M M / D D / Y Y Y Y 12 / 31 / 2022	0.00 % (apr)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

List All Endorsers or Guarantors (if any) to Loan Source

1. Full Name (Last, First, Middle Initial)	Name of Employer
Mailing Address	Occupation
City State ZIP Code	Amount Guaranteed Outstanding:
2. Full Name (Last, First, Middle Initial)	Name of Employer
Mailing Address	Occupation
City State ZIP Code	Amount Guaranteed Outstanding:
3. Full Name (Last, First, Middle Initial)	Name of Employer
Mailing Address	Occupation
City State ZIP Code	Amount Guaranteed Outstanding:
4. Full Name (Last, First, Middle Initial)	Name of Employer
Mailing Address	Occupation
City State ZIP Code	Amount Guaranteed Outstanding:

SUBTOTALS This Period This Page (optional).....▶	320000.00
TOTALS This Period (last page in this line only).....▶	320000.00

Carry outstanding balance only to LINE 3, Schedule D, for this line. If no Schedule D, carry forward to appropriate line of Summary.

Exhibit B

22018775

10 PGS:AL-TRUST DEED	
NANCY BATCH: 289043	10/03/2022 - 08:09 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	50.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	52.00

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
 REGISTER OF DEEDS

Space Above This Line For Recording Data

This document was prepared by Cindy McCervillo, FirstBank, 722 Columbia Ave, Franklin, TN 37064
 The MAXIMUM PRINCIPAL INDEBTEDNESS for Tennessee Recording Tax Purposes is \$0.00.

DEED OF TRUST
 (With Future Advance Clause)

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is September 12, 2022. The parties and their addresses are:

GRANTOR:

WILLIAM ANDREW OGLES IV
 Husband and Wife
 3637 Neeley Hollow Rd
 Columbia TN 38401

MONICA WILLIAMS OGLES
 Husband and Wife
 3637 Neeley Hollow Rd
 Columbia TN 38401

TRUSTEE:

INVESTORS TITLE COMPANY
 A Tennessee Corporation
 211 Commerce Street, Suite 300
 Nashville, TN 37201

LENDER:

FIRSTBANK
 Organized and existing under the laws of Tennessee
 211 Commerce Street
 Suite 300
 Nashville, TN 37201

1. **DEFINITIONS.** For the purposes of this document, the following term has the following meaning.

A. **Line of Credit.** "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor does hereby irrevocably grant, convey and sell to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

SEE ATTACHED EXHIBIT A

The property is located in Maury County at 3637 Neeley Hollow Rd, Columbia, Tennessee 38401.

The instrument constituting the source of the Borrower's interest in the foregoing described property was recorded at Book R2312, Page 583 under Instrument No. _____ in the Register's Office of Maury County, Tennessee.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in

the future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$700,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBTS AND FUTURE ADVANCES.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated September 12, 2022, from Hugh M Williams JR, Charlene D Williams, William Andrew Ogles IV and Monica Williams Ogles (Borrower) to Lender, with a maximum credit limit of \$700,000.00 and maturing on September 12, 2023.

B. **Future Advances.** All future advances from Lender to Hugh M Williams JR, Charlene D Williams, William Andrew Ogles IV and Monica Williams Ogles under the Specific Debts executed by Hugh M Williams JR, Charlene D Williams, William Andrew Ogles IV and Monica Williams Ogles in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Hugh M Williams JR, Charlene D Williams, William Andrew Ogles IV and Monica Williams Ogles either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

C. **All Debts.** All present and future debts from Hugh M Williams JR, Charlene D Williams, William Andrew Ogles IV and Monica Williams Ogles to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

D. **Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. **LIMITATIONS ON CROSS-COLLATERALIZATION.** The Line of Credit is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

6. **PAYMENTS.** Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

7. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

B. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Grantor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

D. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this

Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

10. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

11. **WARRANTIES AND REPRESENTATIONS.** Grantor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Grantor or to which Grantor is a party.

12. **PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property of at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Grantor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

13. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably assigns, grants, conveys to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender and effective as to third parties on the recording of this Assignment. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise,

Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

16. **DEFAULT.** Grantor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

- A. **Payments.** Grantor or Borrower fail to make a payment in full when due.
- B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Grantor, Borrower, or any co-signor, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.
- C. **Death or Incompetency.** Grantor dies or is declared legally incompetent.
- D. **Failure to Perform.** Grantor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
- E. **Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.
- F. **Other Agreements.** Grantor is in default on any other debt or agreement Grantor has with Lender.
- G. **Misrepresentation.** Grantor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. **Judgment.** Grantor fails to satisfy or appeal any judgment against Grantor.
- I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. **Name Change.** Grantor changes Grantor's name or assumes an additional name without notifying Lender before making such a change.
- K. **Property Transfer.** Grantor transfers all or a substantial part of Grantor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
- L. **Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.
- M. **Insecurity.** Lender determines in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in Borrower's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.
- N. **Death or Incompetency of a Guarantor.** Any guarantor of payment of the Secured Debts dies or is declared legally incompetent.
- O. **Failure to Comply with Laws.** Grantor fails to comply with all applicable laws, statutes, ordinances and governmental rules, regulations and orders to which Grantor is subject or which apply to Grantor's business, property or assets.
- P. **Fraud.** Grantor engages in fraud or material misrepresentation in connection with this transaction.

18. **REMEDIES.** On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Grantor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Grantor's default.

Subject to any right to cure, required time schedules or any other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

If there is an occurrence of an Event of Default, Trustee will, in addition to any other permitted remedy, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public outcry to the highest bidder for cash and convey a trustee's deed that conveys all right, title and interest to the Property that was sold to the purchaser(s) at such time and place as Trustee designates. Trustee will give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

To the extent not prohibited by law, Trustee will apply the proceeds of the Property's sale in the following order: to all fees, charges, costs and expenses of exercising the power of sale and the sale; to Lender for all advances made for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon; to the Secured Debts' principal and interest; and paying any surplus as required by law. Lender or its designee may purchase the Property.

Upon any sale of the Property, Trustee will make and deliver a trustee's deed that conveys all right, title and interest to the Property that was sold to the purchaser(s). The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

17. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Grantor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property. Expenses include, but are not limited to, reasonable and actual attorneys' fees, court costs, and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Grantor.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

19. CONDEMNATION. Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with

a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

20. INSURANCE. Grantor agrees to keep the Property insured against the risks reasonably associated with the Property. Grantor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Grantor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Grantor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Grantor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Grantor will pay for the insurance on Lender's demand. Lender may demand that Grantor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Grantor, may be written by a company other than one Grantor would choose, and may be written at a higher rate than Grantor could obtain if Grantor purchased the insurance. Grantor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

21. ESCROW FOR TAXES AND INSURANCE. Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

22. SUCCESSOR TRUSTEE. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, will succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

23. WAIVERS. Except to the extent prohibited by law, Grantor waives all appraisal, homestead exemption, and curtesy and dower rights relating to the Property. In addition, equitable and statutory rights of redemption by Grantor after foreclosure sale are expressly waived to the extent not prohibited by law.

24. USE OF PROPERTY. Grantor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Grantor becomes aware of such a violation, Grantor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if the Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Security Instrument or the related property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such property, then the Grantor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within Indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by the Lender in favor of the Grantor.

Violation of this provision is a material breach of this Security Instrument and thereby constitutes a default under the terms and provisions of this Security Instrument.

25. APPLICABLE LAW. This Security Instrument is governed by the laws of Tennessee, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

26. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor severally or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

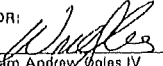
27. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

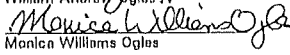
28. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

29. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

GRANTOR:



William Andrew Ogles IV


Monica Williams Ogles

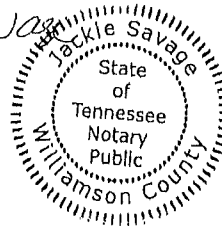
ACKNOWLEDGMENT.

State Tennessee OF County OF Williamson ss.

On this 12 day of September, 2022, before me personally appeared William Andrew Ogles IV, Husband and Wife, and Monica Williams Ogles, Husband and Wife, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

My commission expires: 11-19-2023

Jackie Savage
(Notary Public)



Please return this document after recording to FirstBank, 722 Columbin Ave, Attn: Loan Exceptions, Franklin, TN 37064

EXHIBIT A

(Legal Description)

Tract 1:

Being a tract of land located in the SIXTH (6TH) Civil District of Maury County, Tennessee and bounded on the north by Edward Pullen's Tract 2; east by Edward Pullen's Tract 1; south by Joe Wayne Gilliam; west by Neeley Hollow Road and Edward Pullen's Tract 4; and more particularly described as follows:

Beginning at a spike in the center of Neeley Hollow Road, and being the northwest corner of Edward Pullen's Tract 4, and also being the southwest corner of herein described tract; thence with the center of Neeley Hollow Road north 44 deg. 11' 50" east 120.14 feet to a spike; thence with the same north 44 deg. 10' 53" east 17.56 feet to a spike; thence with Edward Pullen's Tract 2 south 74 deg. 07' 30" east passing an iron pin at 31.95 feet, in all 655.73 feet to an iron pin; thence with Edward Pullen's Tract 1 south 08 deg. 53' 00" west 676.72 feet to an iron pin; thence with Joe Wayne Gilliam and fence line south 87 deg. 19' 50" west 231.95 feet to an iron pin; thence with the same North 23 deg. 48' 40" west 28.92 feet to a 24 inch oak stamp; thence with the same north 22 deg. 49' 00" west 143.95 feet to a 24 inch hackberry tree; thence with the same north 21 deg. 50' 40" west 137.08 feet to a 24 inch hackberry tree; thence with the same north 24 deg. 35' 10" west 65.66 feet to an iron pin; thence with Edward Pullen's Tract 4 north 02 deg. 42' 30" east 280.82 feet to an iron pin; thence with the same north 62 deg. 38' 40" west passing an iron pin at 262.54 feet, in all 290.44 feet to the point of beginning, containing 7.51 acres by survey of James D. Webb, Civil Engineer-Surveyor, Maury County, Columbia, Tennessee, dated January 13, 1987.

Tract 2:

Being a tract of land located in the SIXTH (6TH) Civil District of Maury County, being the shaded triangular tract as shown on Plat Book 7, Page 48 or the Register's Office of Maury County, Tennessee, containing .50 acres bounded on the West by Neeley Hollow Road, the North by the remaining portion of Edward Pullen's Tract 2, and South by the 7.51 acre tract as shown on Plat Book 7, Page 48, Register's Office of Maury County, Tennessee, which was previously sold to George A. Clanton, etux, by deed of record Book 767, page 292, said Register's Office, and more particularly described as follows: Beginning at a spike in the center of Neeley Hollow Road, and being the northwest corner of the 7.51 acre tract previously sold to George A. Clanton, etux, and the southwest corner of the herein described tract; thence with the center of Neeley Hollow Road North 44 deg. 10' 50" E 150.00 feet to a spike; thence leaving said road with the remaining portion of Edward Pullen's Tract 2 South 47 deg. 05' 50" East 290.62 feet to a spike; thence with Clanton's 7.51 acre tract North 74 deg. 07' 30" West 330.00 feet to the beginning, containing .50 acres by survey of James D. Webb, Civil Engineer-Surveyor, Maury County, Columbia, Tennessee, dated January 13, 1987.

Being the same property conveyed to William Andrew Ogles, IV and wife, Monica Williams Ogles, by Warranty Deed from Gregory R. Bowers and Janet W. Bowers, husband and wife, of record on March 23, 2015, at Book R2312, page 963, Maury County Register of Deeds.

This is property commonly known as: 3637 Neeley Hollow Road, Columbia, TN 38401

BK/PG: R2958/367-369
23015838

3 PGS:AL-MODIFIED DEED OF TRUST	
BECKY BATCH: 316164 11/13/2023 - 01:45 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

Space Above This Line For Recording Data

This document was prepared by Nicole Miller, FirstBank, 722 Columbia Ave, Franklin, TN 37064
The MAXIMUM PRINCIPAL INDEBTEDNESS for Tennessee Recording Tax Purposes is \$0.00.
Tennessee Recording Tax was paid under Book R2877; Pages 1183-1192.
The Maximum principal indebtedness for Tennessee Recording Tax Purposes is \$0.00
Exactly the same collateral of prior debt. Does not increase principal debt.

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 31, 2023. The parties and their addresses are:

GRANTOR:

WILLIAM ANDREW OGLES IV
Husband and Wife
3637 Neeley Hollow Rd
Columbia TN 38401

MONICA WILLIAMS OGLES
Husband and Wife
3637 Neeley Hollow Rd
Columbia TN 38401

TRUSTEE:

INVESTORS TITLE COMPANY
A Tennessee Corporation
211 Commerce Street, Suite 300
Nashville, TN 37201

LENDER:

FIRSTBANK
Organized and existing under the laws of Tennessee
1221 Broadway
Suite 1300
Nashville, TN 37203

1. BACKGROUND. Grantor and Lender entered into a security instrument dated September 12, 2022 and recorded on October 03, 2022 (Security Instrument). The Security Instrument was recorded in the records of Maury County, Tennessee at Book R2877; Pages 1183-1192 and covered the following described Property:

The property is located in Maury County at 3637 Neeley Hollow Rd, Columbia, Tennessee 38401.

2. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(c) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, dated October 31, 2023, from Hugh M

Williams JR, Charlene D Williams, William Andrew Ogles IV and Monica Williams Ogles (Borrower) to Lender, with a loan amount of \$700,000.00.

(b) Future Advances. All future advances from Lender to Hugh M Williams JR, Charlene D Williams, William Andrew Ogles IV and Monica Williams Ogles under the Specific Debts executed by Hugh M Williams JR, Charlene D Williams, William Andrew Ogles IV and Monica Williams Ogles in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Hugh M Williams JR, Charlene D Williams, William Andrew Ogles IV and Monica Williams Ogles either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) All Debts. All present and future debts from Hugh M Williams JR, Charlene D Williams, William Andrew Ogles IV and Monica Williams Ogles to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

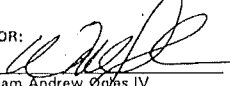
(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

GRANTOR:


William Andrew Ogles IV

Date 10/24/23



Monica Williams Ogles

Date 10-31-23

LENDER:

FirstBank

By


David Cameron Blackburn, Relationship Manager

Date

10-31-23

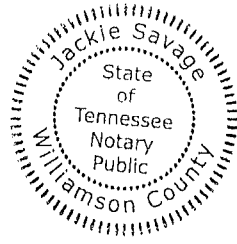
ACKNOWLEDGMENT.

County OF Williamson State OF Tennessee ss.

On this 31 day of October, 2023, before me personally appeared William Andrew Ogles IV, Husband and Wife, and Monica Williams Ogles, Husband and Wife, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

My commission expires: 11-19-2023

Jackie Savage
(Notary Public)



(Lender Acknowledgment)

State OF Tennessee, County OF Williamson ss.

On this 31st day of October, 2023, before me appeared David Cameron Blackburn, to me personally known (or proved to me on basis of satisfactory evidence), who, being by me duly sworn or affirmed did say that he/she/they is/are the Relationship Manager of FirstBank and that no seal has been procured by the corporation and that the instrument was signed and sealed, if applicable, in behalf of the corporation, by authority of its Board of Directors, and said David Cameron Blackburn, acknowledged the instrument to be the free act and deed of the corporation.

My commission expires: 07/06/2025

Matthew White
(Notary Public)

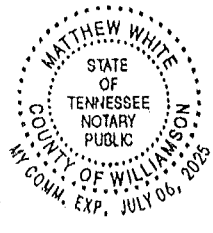


Exhibit C



FINANCIAL DISCLOSURE REPORT

Clerk of the House of Representatives • Legislative Resource Center • 135 Cannon Building • Washington, DC 20515

FILER INFORMATION

Name: Hon. Andy Ogles
Status: Congressional Candidate
State/District: TN05

FILING INFORMATION

Filing Type: Candidate Report
Filing Year: 2022
Filing Date: 01/30/2023

SCHEDULE A: ASSETS AND "UNEARNED" INCOME

Asset	Owner	Value of Asset	Income Type(s)	Income Current Year to Filing	Income Preceding Year
Investment Property [RE]	JT	\$250,001 - \$500,000	None		
DESCRIPTION: Real Estate Investment					
Mercer 401k [IH]	JT	\$100,001 - \$250,000	None		
DESCRIPTION: Americans for Prosperity 401k State St Target Ret 2030 SL C1 IV State St Target Ret 2035 SL C1 IV State St Target Ret 2040 SL C1 IV State St Target Ret 2045 SL C1 IV State St Target Ret 2050 SL C1 IV State St Target Ret 2055 SL C1 IV State St Target Ret 2060 SL C1 IV State St Target Ret 2065 SL C1 IV BlackRock Multi-Asset Income Portfolio K BlackRock Strategic Completion NL M Mer					
National HealthCare Corporation 401K [IH] SP	SP	\$100,001 - \$250,000	None		
DESCRIPTION: Spouses 401k NHC Common Stock Portfolio NHC Match Portfolio Diversified Stocks Portfolio Stable Return Portfolio					
TCRS [PE]	JT	\$50,001 - \$100,000	None		
DESCRIPTION: State Retirement Account					

* For the complete list of asset type abbreviations, please visit <https://fd.house.gov/reference/asset-type-codes.aspx>.

SCHEDULE C: EARNED INCOME

Source	Type	Amount Current Year to Filing	Amount Preceding Year
State of Tennessee - Maury County	Salary	\$112,000.00	\$112,000.00

SCHEDULE D: LIABILITIES

Owner	Creditor	Date Incurred	Type	Amount of Liability
JT	Interfirst	January 2022	Home Mortgage	\$250,001 - \$500,000
JT	Bankcorp South	February 2020	Line of Credit	\$250,001 - \$500,000

SCHEDULE E: POSITIONS

Position	Name of Organization
County Mayor / Executive	State of Tennessee
Chair	Maury County Republican Party

SCHEDULE F: AGREEMENTS

None disclosed.

SCHEDULE J: COMPENSATION IN EXCESS OF \$5,000 PAID BY ONE SOURCE

None disclosed.

EXCLUSIONS OF SPOUSE, DEPENDENT, OR TRUST INFORMATION

Trusts: Details regarding "Qualified Blind Trusts" approved by the Committee on Ethics and certain other "excepted trusts" need not be disclosed. Have you excluded from this report details of such a trust benefiting you, your spouse, or dependent child?

Yes No

Exemption: Have you excluded from this report any other assets, "unearned" income, transactions, or liabilities of a spouse or dependent child because they meet all three tests for exemption?

Yes No

CERTIFICATION AND SIGNATURE

I CERTIFY that the statements I have made on the attached Financial Disclosure Report are true, complete, and correct to the best of my knowledge and belief.

Digitally Signed: Hon. Andy Ogles , 01/30/2023

Exhibit D



FINANCIAL DISCLOSURE REPORT

Clerk of the House of Representatives • Legislative Resource Center • 135 Cannon Building • Washington, DC 20515

FILER INFORMATION

Name: Hon. Andy Ogles
Status: Member
State/District: TN05

FILING INFORMATION

Filing Type: New Filer Report
Filing Year: 2022
Filing Date: 05/15/2023

SCHEDULE A: ASSETS AND "UNEARNED" INCOME

Asset	Owner	Value of Asset	Income Type(s)	Income Current Year to Filing	Income Preceding Year
Investment Property [RE]	JT	\$250,001 - \$500,000	None		
DESCRIPTION: Real Estate Investment					
Mercer 401k [IH]	JT	\$100,001 - \$250,000	None		
DESCRIPTION: Americans for Prosperity 401k State St Target Ret 2020 SL C1 IV State St Target Ret 2025 SL C1 IV State St Target Ret 2030 SL C1 IV State St Target Ret 2035 SL C1 IV State St Target Ret 2040 SL C1 IV State St Target Ret 2045 SL C1 IV State St Target Ret 2050 SL C1 IV State St Target Ret 2055 SL C1 IV State St Target Ret 2060 SL C1 IV State St Target Ret 2065 SL C1 IV BlackRock Multi-Asset Income Portfolio K BlackRock Strategic Completion NL M Mer					
National HealthCare Corporation 401K [IH] SP	SP	\$100,001 - \$250,000	None		
DESCRIPTION: Spouses 401k NHC Common Stock Portfolio NHC Match Portfolio Diversified Stocks Portfolio Stable Return Portfolio					
TCRS [PE]	JT	\$50,001 - \$100,000	None		
DESCRIPTION: State Retirement Account					

* For the complete list of asset type abbreviations, please visit <https://fd.house.gov/reference/asset-type-codes.aspx>.

SCHEDULE C: EARNED INCOME

None disclosed.

SCHEDULE D: LIABILITIES

Owner	Creditor	Date Incurred	Type	Amount of Liability
JT	Interfirst	January 2022	Home Mortgage	\$250,001 - \$500,000
JT	Bankcorp South	February 2020	Line of Credit	\$250,001 - \$500,000

SCHEDULE E: POSITIONS

Position	Name of Organization
County Mayor / Executive	State of Tennessee
Chair	Maury County Republican Party

SCHEDULE F: AGREEMENTS

None disclosed.

SCHEDULE J: COMPENSATION IN EXCESS OF \$5,000 PAID BY ONE SOURCE

None disclosed.

EXCLUSIONS OF SPOUSE, DEPENDENT, OR TRUST INFORMATION

Trusts: Details regarding "Qualified Blind Trusts" approved by the Committee on Ethics and certain other "excepted trusts" need not be disclosed. Have you excluded from this report details of such a trust benefiting you, your spouse, or dependent child?

Yes No

Exemption: Have you excluded from this report any other assets, "unearned" income, transactions, or liabilities of a spouse or dependent child because they meet all three tests for exemption?

Yes No

CERTIFICATION AND SIGNATURE

I CERTIFY that the statements I have made on the attached Financial Disclosure Report are true, complete, and correct to the best of my knowledge and belief.

Digitally Signed: Hon. Andy Ogles , 05/15/2023

Exhibit E

4 PGS : WARRANTY DEED	
BECKY BUCHANAN 288703 - 22017781	
09/16/2022 - 00:01 AM	
VALUE	660000.00
MORTGAGE TAX	0.00
TRANSFER TAX	2442.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	2465.00
STATE OF TENNESSEE, MAURY COUNTY	
JOHN FLEMING	
REGISTER OF DEEDS	

This Instrument Prepared By:
 Thomas M. Hutto Esq.
 Dale, Hutto & Lyle, PLLC
 805 South Garden Street
 P.O. Box 1017
 Columbla, TN 38402-1017

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture entered into between LORI J. CLEVENGER, A WIDOW, FIRST PARTY, which expression shall include heirs, assigns and personal representatives, and, ANDREW OGLES AND WIFE, MONICA WILLIAMS OGLES, SECOND PARTY, which expression shall include heirs, assigns and personal representatives.

WITNESSETH:

For the consideration of TEN DOLLARS (\$10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, FIRST PARTY conveys to SECOND PARTY the following described property:

A certain tract or parcel of land located in Maury County, State of Tennessee, described as follows, to-wit;

Beginning at a spike in the center of Neeley Hollow Road, and being the Northwest corner of Douglas Boehms and Edward Palen South 08 degrees 53 minutes 00 seconds West passing an Iron pin at 26.07 feet, in all 708.42 feet to an Iron pin; thence with George A Clanton's 8.01 acre tract North 74 degrees 07 minutes 30 second West 325.73 feet to an Iron pin; thence with same North 47 degrees 05 minutes 50 seconds West passing an Iron pin at 265.62 feet, in all 290.62 feet to a spike in the center of Neeley Hollow Road; thence with the center of Neeley Hollow Road with the following bearings and distances to spikes; North 44 degrees 10 minutes 50 seconds East 43.26 feet, North 43 degrees 50 minutes 30 seconds East 398.62 feet, North 54 degrees 46 minutes 20 seconds East 91.45 feet, North 65 degrees 20 minutes 20 seconds East 60.54 feet, North 76 degrees 11 minutes 40 seconds East 76.39 feet, North 87 degrees 53 minutes 20 seconds East 72.20 feet, South 85 degrees 12 minutes 40 seconds East 53.45 feet to the pointing of beginning, containing 6.15 acres by survey dated of James D Webb, Engineer-Surveyor, Maury County, Tennessee (RLS #596).

Being the same property conveyed to Barry L. Clevenger and Lori J. Clevenger in Record Book R2247, Page 364, Register's Office of Maury County, Tennessee. Barry L. Clevenger died on February 25, 2018 and his wife Lori J. Clevenger is the surviving tenant by the entirety.

This property is shown on the tax records of Maury County, Tennessee as Map 136, Parcel 019.03.

Legal description obtained from prior deed.

TO HAVE AND TO HOLD said real estate unto SECOND PARTY, together with all rights, titles, easements and appurtenances thereunto belonging, forever.

FIRST PARTY COVENANTS that it is lawfully seized and possessed of said real estate and that FIRST PARTY has a good and lawful right to convey the same, and that it is unencumbered, except for current year's property taxes; Right of Way for Neely Hollow Road, recorded in Record Book 389, Page 111, Register's Office of Maury County, Tennessee; building restrictions of record in Book 791, Page 423, Register's Office of Maury County, Tennessee; and any other matters of record.

FIRST PARTY FURTHER COVENANTS to forever warrant and defend the title to the above described property unto SECOND PARTY against the lawful claims of all persons whomsoever.


IN WITNESS WHEREOF, this conveyance has been executed on this 15th day of September, 2022.

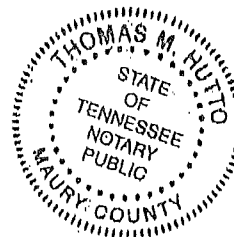

Lori J. Clevenger

STATE OF TENNESSEE
COUNTY OF MAURY

On this 15th day of September, 2022, before me personally appeared LORI J. CLEVINGER, A WIDOW, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person's (or persons') free act and deed.

Witness my hand, at office, this 15th day of September, 2022.


Notary Signature
My commission expires: 6/25/25





**MAURY COUNTY
TITLE COMPANY, INC.**

Real Estate Real Attorneys Real Simple

805 South Garden Street
P.O. Box 2012
Columbia, TN 38402-2012
Phone (931) 388-4487
Fax (931) 381-3748
www.maurycountytittle.com

Tennessee Certification of Electronic Document

I, Thomas M. Hutto, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 9/15/22 (date of document).

Thomas M. Hutto
Affiant Signature

9/15/22
Date

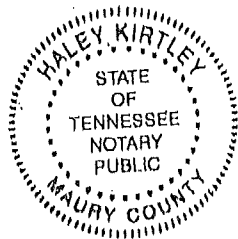
State of Tennessee
County of Maury

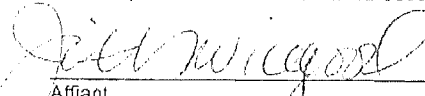
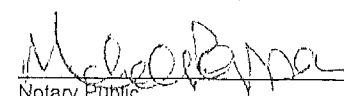
Sworn to and subscribed before me this 15th day of September, 2022.

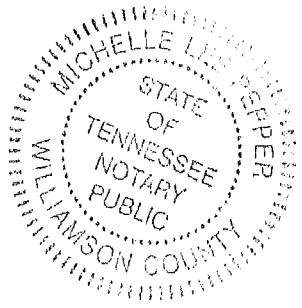
Haley Kirtley
Notary's Signature

My commission expires: June 25 2025

NOTARY'S SEAL



WARRANTY DEED	STATE OF TENNESSEE COUNTY OF <u>Williamson</u> THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$600,000.00.  _____ Affiant SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15TH DAY OF SEPTEMBER, 2023.  _____ Notary Public MY COMMISSION EXPIRES: <u>Aug 15, 2027</u> (AFFIX SEAL)
----------------------	--



THIS INSTRUMENT WAS PREPARED BY AND RETURN TO:
 Phoenix Title Services, LLC
 5107 Maryland Way, Suite 100
 Brentwood, TN 37027

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP/PARCEL NO(S).
James Amundsen	NEW OWNER	136 019.03
(NAME)	(NAME)	
3621 Neeley Hollow Road	3621 Neeley Hollow Road	
(ADDRESS)	(ADDRESS)	
Columbia, TN 38401	Columbia, TN 38401	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid by the hereinafter named GRANTEE(S), and other good and valuable consideration, the receipt of which is hereby acknowledged, we, **Andrew Ogles and wife, Monica Williams Ogles**, hereinafter called the GRANTOR(S), has/have bargained and sold, and by these presents do transfer and convey unto **James Amundsen, a married person**, hereinafter called the GRANTEE(S), their heirs and assigns, a certain tract or parcel of land in Maury County, State of Tennessee, described as follows, to-wit:

The land referred to herein below is situated in the County of Maury, State of Tennessee, and is described as follows:

Land in Maury County, Tennessee, being Tract 1 in the Final Plat, Andrew Ogles, of record as Plat Book P23, Page 139.

Being part of the same property conveyed to Andrew Ogles and wife, Monica Williams Ogles, by Warranty Deed from Lori J. Clevenger, a widow, of record in Book R2874, Page 110, in the Register's Office of Maury County, Tennessee, dated September 15, 2022 and recorded on September 16, 2022.

This conveyance is further subject to (1) all applicable zoning ordinances, (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, (5) property taxes for the current year and subsequent years, and (6) other matters of public record.

unimproved
This is improved 3621 Neeley Hollow Road, Columbia, TN 38401
(House No.) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Effective the 15th day of September, 2023.

Andrew Ogles
Andrew Ogles

Monica Williams Ogles
Monica Williams Ogles

STATE OF TENNESSEE

COUNTY OF Williamson

On this 15th day of Sept, 2023, before me personally appeared Andrew Ogles and Monica Williams Ogles, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

[Signature]
Notary Public

My Commission Expires: 6-27-26



Tennessee Certification of Electronic Document

I, Blake Reynolds, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 9/15/23 (date of document).

[Signature]
Affiant Signature

9/22/23
Date

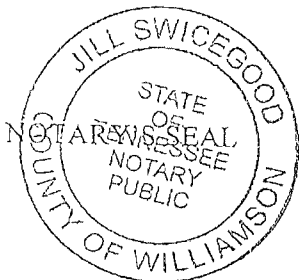
State of Tennessee

County of Williamson

Sworn to and subscribed before me this 22nd day of September, 2023.

[Signature]
Notary's Signature

MY COMMISSION EXPIRES: 10/22/24



BK/PG: R2948/178-180
23013340

3 PGS : WARRANTY DEED	
BECKY BUCHANAN 312737 - 23013340	
09/22/2023 - 03:14 PM	
VALUE	600000.00
MORTGAGE TAX	0.00
TRANSFER TAX	2220.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	2238.00

STATE OF TENNESSEE, MAURY COUNTY

JOHN FLEMING
REGISTER OF DEEDS