



**JUSTIN BIGGS**  
**KNOX COUNTY TRUSTEE**

400 West Main St, Suite 427,  
Knoxville, TN 37902

**MORTGAGE HOLDER CONSENT**

**Date:** \_\_\_\_\_

**Mortgage Holder:**

BANK NAME

BANK ADDRESS

BANK CITY, STATE, ZIP

PHONE NUMBER

**Loan Number(s):** ( \_\_\_\_\_ )

**Property Owner and Mailing Address:**

OWNER NAME

OWNER ADDRESS

OWNER CITY, STATE, ZIP

**Property (as more particularly described in the attached Exhibit A):**

PROPERTY ADDRESS

PROPERTY CITY, STATE, ZIP

**Recording Information:** [Date] and [Book] and [Page] or [Document No.]

This is a Mortgage Holder Consent (this "Consent") by the undersigned entity (the "Mortgage Holder") with respect to the above-referenced loan(s) (the "Loan") secured by the Property.

The Property Owner intends to finance the installation of eligible improvements in an amount of up to \$[INSERT MAX TFA]\* ("Financing") in order to reduce energy consumption, to reduce water consumption, to increase resiliency, or to install renewable energy systems on the Property by participating in the commercial property assessed clean energy and resiliency ("C-PACER") program ("Program") authorized by Knox County in which the Property is located. Pursuant to the Program, the Property Owner agrees to the levying of an assessment ("Lien") against the Property that will be collected in installments in the same manner as and subject to the same penalties, remedies, and lien priorities as real property taxes. In no circumstances will the amount owing on the assessment be accelerated on account of a payment default or for any other reason, but rather any proceeding to enforce the Lien shall be limited to the collection of the amount then currently due with respect to the assessment, including past-due interest, past-due fees, and costs of collection as permitted under the property assessed clean energy act, state tax code, and contracts with local government governing the Program.

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\* Includes cost of issuance and capitalized interest. C - PACER may provide financing for up to 110% of the Financing.



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By signing below, Mortgage Holder hereby: (i) acknowledges receipt of timely prior notice of the Financing and Lien, (ii) consents to the Lien in the amount of the Financing; (iii) agrees that the Financing and the Lien will not constitute an event of default or trigger the exercise of any remedies under the loan documents between Mortgage Holder and Property Owner, and (iv) acknowledges that this Consent is being relied on by all parties participating in, lending in or administering the Program.



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The undersigned hereby represents that he/she is authorized to execute and deliver this Consent on behalf of Mortgage Holder.

MORTGAGE HOLDER:

[\_\_\_\_\_]

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF TENNESSEE    )  
  ) ss. \_\_\_\_\_  
COUNTY OF KNOX     )

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [him/her]self to be \_\_\_\_\_ (office held) of \_\_\_\_\_, the within named bargainer, a [corporation / limited liability company / limited partnership / general partnership], and that [s/h]e as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by signing the name of the [corporation / company / partnership] by him/herself as \_\_\_\_\_.

WITNESS my hand and seal at office, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

\_\_\_\_\_  
My Commission Expires



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**Exhibit A**  
**(Legal Description)**