BOOK 9242 PAGE 475

MAXIMUM PRINCIPAL INDEBTEDNESS FOR
TENNESSEE RECORDING TAX PURPOSES
IS $69,200.00

This Instrument Prepared By:
BOTTORFF AND KAVIN, Attorneys at Law
5110 Maryland Way, Suite 200
Brentwood, Tennessee 37027
(615) 371-0800 Box 60

WRAP-AROUND INSTALLMENT DEED

Address New Owner(s)	Send Tax Bills to:	Map/Parcel Nos.
Mr. and Mrs. Joseph Roy 4932 Algonquin Trail Nashville, TN 37211	Mark A. Marshall 5909 Manor Place Brentwood, TN 37027	

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value whichever is greater, for this transfer is $74,775.00.

Affiant

Subscribed and sworn to before me, this the 31st day of January 1994.

My Commission Expires:

Mar. 12, 1994

Notary Public

NOTARY PUBLIC AT LARGE

****

FOR AND IN CONSIDERATION of the sum of Seventy-Four Thousand Seven Hundred Seventy-Five and No/100 Dollars ($74,775.00), of which Five Thousand Five Hundred Seventy-Five Dollars ($5,575.00) has been cash in hand paid and for the remainder of which JOSEPH ROY and wife, CHANATHY ROY ("Grantees" and/or "Maker" and/or "Borrower"), have executed a Note of even date herewith wherein said Maker promises to pay to MARK A. MARSHALL, the principal sum of SIXTY NINE THOUSAND TWO HUNDRED and No/100 DOLLARS ($69,200.00) with interest on the unpaid principal balance thereof at the rate of NINE AND ONE-QUARTER PERCENT (9.25%) per annum in 360 consecutive monthly installments on the twenty-first day of each month beginning February 21, 1994, and the like day of each month thereafter until paid in full, with the said note providing for interest rate adjustments, payment of attorney's fees for the collection thereof, and to secure the obligations of said note, principal, interest, and attorney fees, a vendor's lien is expressly retained on the property herein conveyed, and, now therefore, MARK A. MARSHALL ("Grantor") has this day bargained and sold, and does hereby transfer and convey into the said JOSEPH ROY and wife, CHANATHY ROY, their heirs and assigns, certain real property in Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being Lot No. 98 on the Plan of Haywood Hills, Section 5, as recorded in Book 4675, page 143, Register's Office, Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Mark A. Marshall by deed from Bill Anderson and wife, Sonjia M. Anderson, of record in Book 6625, page 281, Register's Office for Davidson County, Tennessee.

ANGELA C. MARSHALL, the wife of MARK A. MARSHALL, joins in this instrument for the express purpose of conveying any marital or other rights she may have in and to said real property.

This is improved property, known as: 4932 Algonquin Trail, Nashville, Tennessee 37211.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said JOSEPH ROY and wife, CHANATHY ROY, their heirs and assigns forever. MARK A. MARSHALL covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set forth herein and all other matters appearing of public record.

MARK A. MARSHALL further covenants and binds himself, his successors and assigns, to warrant and forever defend the title to said real estate to said JOSEPH ROY and wife, CHANATHY ROY, their heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of the above-described note, and rendering unnecessary court proceedings for the enforcement of said vendor's lien in the event of the non-payment of said note, or other default, as hereinafter provided, and for the consideration of One Dollar ($1.00) cash in hand paid, we the said JOSEPH ROY and wife, CHANATHY ROY, do hereby transfer and convey unto R. FRANCENE KAVIN, Trustee, of Williamson County, her successors and assigns, with full power of sale, without the necessity of the joinder of any beneficiary hereof, the real estate hereinbefore described with the appurtenances, estate, title and interest thereto belonging, for the purposes set forth herein.

We, the said JOSEPH ROY and wife, CHANATHY ROY, do hereby agree to pay to keep all buildings now on, or to be hereafter erected on said property, insured with some reliable fire insurance company, or companies, for the sum of the full replacement value of the improvements until the note herein secured is fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said note, as its interest may appear.

We, the said JOSEPH ROY and wife, CHANATHY ROY, further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said note, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

We, the said JOSEPH ROY and wife, CHANATHY ROY, shall use the property herein as our principal place of residence and for no other purpose; in addition, the indebtedness secured hereunder shall be due and payable on the sale or other disposition of the property by Makers.

Now, if we, the said JOSEPH ROY and wife, CHANATHY ROY, shall pay the note aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay said note or any part thereof, principal or interest, promptly when due, or if we fail to pay taxes, keep up repairs or keep said premises insured, as herein provided; or if we fail to reimburse the lawful owner and holder of said note for all sums, with interest, so expended by lawful owner and holder of said note, within thirty (30) days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said note then past due and unpaid, all remaining unpaid principal under the note shall become due and payable at once, without notice, and the said owner, or holder thereof, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, including the statutory right of redemption pursuant to T.C.A. 66-8-801, et seq. all of which are hereby expressly waived; and the said Trustee or her successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser free of said exemptions and rights, legal or equitable, of the Makers. In case of sale hereunder, the proceeds will be applied as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of the note herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to such persons or entities entitled thereto by law.

The indebtedness secured by this Wrap Around Installment Deed is an all-inclusive or wraparound indebtedness which enwraps and is subordinate and subject to two (2) existing deeds of trust recorded

in Book 7927, page 707, and Book 9225, page 125, of record in the said Register's Office for Davidson County, Tennessee, (hereinafter referred to as the "Prior Encumbrances") which secures two (2) promissory notes, the first dated June 23, 1989 in the original principal amount of **Twenty-Four Thousand and no/100 Dollars ($24,000.00)** owing to First American National Bank, N.A., and the second dated December 29, 1993, in the original principal amount of **Twenty-Nine Thousand Two Hundred Ninety-five and 27/100 Dollars ($29,295.27)**, owing to NationsBank of Tennessee, N.A., respectively, the terms and conditions of which Notes and Deeds of Trust are incorporated herein by reference as if copied herein verbatim; provided, however, the Deed of Trust which secures the indebtedness owing to First American National Bank, N.A. has been subordinated to the Deed of Trust which secures the indebtedness owing to NationsBank of Tennessee, N.A. by an instrument of record in Book 9225 page 130, Register's Office, Davidson County, Tennessee.

It is agreed:

1. That neither the holder of the note secured by the Wrap Around Installment Deed nor the Borrower will cause or allow a default under either or both of the Prior Encumbrances.

2. The Holder of the Note secured by this Wrap Around Installment Deed will not cause or allow the combined unpaid principal balance under the Prior Encumbrances to exceed the unpaid principal balance of the indebtedness secured hereunder.

3. In the event Borrower is required to make payments toward the Prior Encumbrances, reasonable proof thereof being required, said payments will be credited toward the principal balance recited in this instrument, correspondingly.

4. The Holder of the secured indebtedness hereunder will obtain and record proper releases of the Prior Encumbrances upon the full satisfaction of this Wrap Around Installment Deed.

5. The Borrower will pay to Holder of the indebtedness secured hereunder with each installment due under the note secured by this Wrap Around Installment Deed, the escrow deposits required by the said Holder or under the Prior Encumbrances and all maintenance fees and/or assessments affecting the subject property which shall come due within the calendar month next following the due date of such installment, and one-twelfth (1/12) of the annual amount of real property taxes and hazard insurance premiums.

6. Upon the full satisfaction of this Wrap Around Installment Deed, Borrower shall be entitled to all refunds from (a) escrow accounts in connection with the Prior Encumbrance and (b) cancellation of policies of insurance affecting the subject property.

In case of the death, absence, inability or refusal to act of the Trustee herein named at any time when action under the foregoing power and trust may be required, the lawful Owner and Holder of said note secured by this instrument is hereby authorized and empowered to name and appoint a successor trustee to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to R. Francene Kavin, Trustee, shall be vested in said successor upon such appointment by the said Holder.

The said Trustee and successor Trustee, if any, shall execute this trust without being required to give bond, and shall not be required to file any account or settlement in relation to this trusteeship.

IN WITNESS WHEREOF, we, the said MARK A. MARSHALL and wife ANGELA M. MARSHALL, and JOSEPH ROY and wife CHANATHY ROY, hereunto set our hands at Brentwood, Tennessee, this the 31st day of JANUARY, 1994.

GRANTOR:

MARK A. MARSHALL

WIFE:

ANGELA M. MARSHALL
ACM

GRANTEES/MAKERS/BORROWERS:

JOSEPH ROY

CHANATHY ROY

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, MARK A. MARSHALL and wife, ANGELA G. MARSHALL, the within-named bargainors, with whom I am personally acquainted (or 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 seal this 31ST day of January, 1994.

My Commission Expires:

Mar. 12, 1994

Notary Public

2877 02/04 0101 03CHECK 371.04

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, JOSEPH ROY and wife CHANATHY ROY, the within-named bargainors, with whom I am personally acquainted (or 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 seal this 31st day of Janaury, 1994.

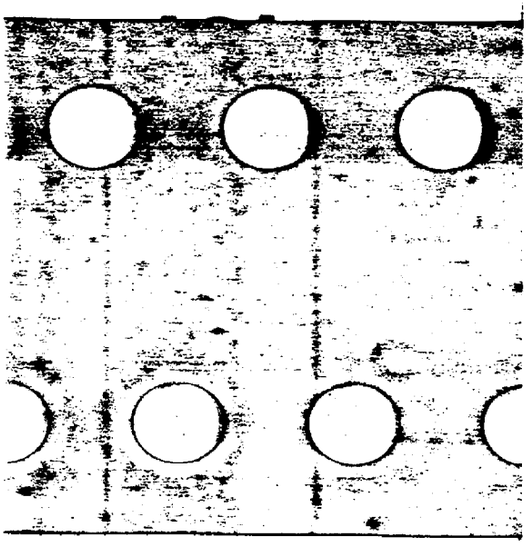
My Commission Expires:

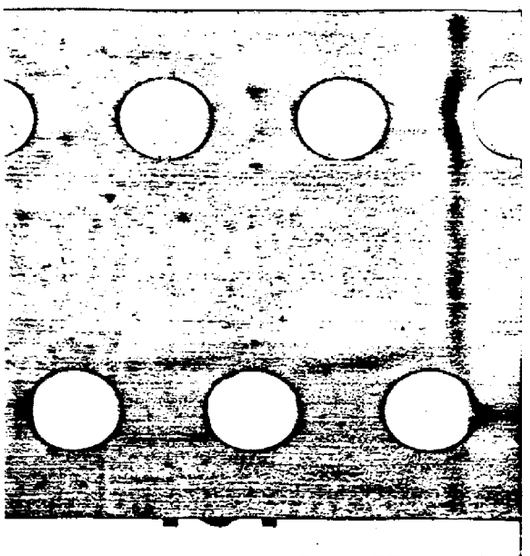
Mar. 12, 1994

Notary Public

15289
IDENTIF. & REFERENCE

94 FEB -4 PM 3:22
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.





OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT	74775.00
MAMT	69200.00
CON TX	276.76
MOR TX	77.28
PRFEE	1.00
TDEED	16.00
TOTAL	371.04
CHECK	371.04

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 02/04/94 01 15:22 0001 2877

15289
IDENTIF. & REFERENCE

94 FEB -4 PM 3:22
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 753643