BOOK 9592 PG 491

mail

MAXIMUM PRINCIPAL INDEBTEDNESS
FOR TENNESSEE RECORDING TAX
PURPOSES IS $15,000.00

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

WRAP-AROUND INSTALLMENT DEED

Address New Owner(s)	Send Tax Bills to:	Map/Parcel Nos.
Raja Voleti 550 Harding Place, E-118 Nashville, TN 37211	Phillip A. Perry 1000 Sunny Hill Rd. Brentwood, TN 37027	147-2-B

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

The actual consideration or value whichever is greater, for this transfer is $25,000.00

Subscribed and sworn to before me, this the 8th day of February, 1995.

Raja Voleti
Affiant

Notary Public
My Commission Expires: 1/4/97

95 FEB 10 AM 9:15
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN

33149

IDENTIF. & REFERENCE

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FOR AND IN CONSIDERATION of the sum of Twenty-Five Thousand and No/100 ($25,000.00) Dollars, of which Ten Thousand Dollars ($10,000.00) is cash in hand paid and of which Raja Voleti, (called "Maker" and/or "Borrower"), has executed a Note of even date herewith wherein said Maker promises to pay to Phillip A. Perry, the principal sum of Fifteen Thousand and No/100 Dollars ($15,000.00) and interest on the unpaid principal balance thereof at the rate of 9.5% per annum by 60 consecutive monthly installments on the first day of each month beginning March 1, 1995, the first fifty-nine installments being the amount of One Hundred Fifty-six and 63/100 Dollars ($156.63) principal and interest plus the amount required monthly to pay the property taxes at current levels as determined by Metropolitan Government of Nashville and Davidson County, and the final installment on February 1, 2000 being in the amount of Twelve Thousand Two Hundred Sixty-one and 76/100 Dollars ($12,261.76). Said note provides for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney fee, a lien is expressly retained on the land herein conveyed, and Phillip A. Perry has this day bargained and sold, and does hereby transfer and convey into the said Raja Voleti, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Unit E-118 of Caldwell Court Condominiums created under Title 66, Chapter 27, Section 101, et. seq., as amended, Tennessee Code Annotated and as established by a Master Deed of record in Book 6188, page 744, Register's Office, Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to the Plat of Caldwell Court Condominiums set forth in Exhibit A-2 of said Master Deed for a more complete identification and description of said unit.

Being the same property conveyed to Phillip A. Perry by Deed from Town & Country Properties, Inc. of record in Book 6189, page 181, Register's Office, Davidson County, Tennessee.

This is improved property, known as: 550 Harding Place, Unit E-118, Nashville, Tennessee 37211.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Raja Voleti, his heirs and assigns forever. Phillip A. Perry 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 in Exhibit A hereto.

Phillip A. Perry further covenants and binds himself, his successors and assigns, to warrant and forever defend the title to said real estate to said Raja Voleti, his 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 lien in the event of the non-payment of said note, as it matures, as hereinafter provided, and for the consideration of One Dollar ($1.00) cash in hand paid, I the said Raja Voleti, do hereby transfer and convey unto R. Francene Kavin, Trustee, her successors and assigns, the real estate hereinbefore described with the appurtenances, estate, title and interest thereto belonging, for the purposes of the aforesaid only.

I, the said Raja Voleti, do hereby agree to timely pay all condominium association fees and assessments now or hereafter levied. I agree to pay the monthly fee to Westwood Management or to its successor. In case I fail to pay my assessment when due, then the said Trustee or the lawful owner and holder of said Note, may pay any assessment levied by the Caldwell Court Condominium Association, and charge and treat the sum or sums so expended as part of the indebtedness secured herein, the sum to bear interest from the date of such payment, or the lawful owner and holder of said Note may treat any failure to pay condominium dues and assessments as an event of default as set forth hereinbelow.

I 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 I 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 or the lawful owner and holder of the Note may treat any failure to pay the taxes and/or the failure to keep the property and its improvements in good repair as an event of default as set forth hereinbelow.

Now, if I, the said Raja Voleti, shall pay the note aforesaid when due, according to its terms, and pay taxes, keep up repairs, and pay condominium assessments, as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay said note or any part thereof, principal or interest, promptly at maturity, or if I fail to pay taxes, keep up repairs or keep said premises insured, as herein provided; or if I 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 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 right of redemption pursuant to T.C.A. 66-8-801, et seq. which are hereby expressly waived; and the said Owner or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. 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.

This Installment Deed is "wrapped around" a certain deed of trust recorded in Book 7996, page 68, said Register's Office for Davidson County, Tennessee, hereinafter referred to as the prior encumbrance.

It is understood and agreed:

1. That neither the holder of the note secured by the Wrap Around Installment Deed (Holder) nor the borrower will cause a default under the prior encumbrance.

2. The Holder will not allow the unpaid principal balance under the prior encumbrance to exceed the unpaid principal balance hereunder.

3. In the event Borrower is required to make payments toward the prior encumbrance, reasonable proof thereof being required, said payments will be credited toward the principal balance recited in this deed of trust, correspondingly.

4. That Holder will obtain and record proper releases of the prior encumbrance upon the full satisfaction of this Wrap Around Installment Deed.

In case of the death, absence, inability or refusal to act of the said Trustee at any time when action under the foregoing power and trust may be required, the lawful Owner and Holder of said note is hereby authorized and empowered to name and appoint a successor 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.

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

IN WITNESS WHEREOF, we, the said Phillip A. Perry and Raja Voleti, hereunto set our hands at Brentwood, Tennessee, this the 8th day of February, 1995.

LESA K. PERRY, WIFE OF PHILLIP A. PERRY, HEREBY JOINS IN THIS CONVEYANCE FOR THE PURPOSE OF CONVEYING ANY MARITAL INTEREST SHE MAY HAVE IN AND TO SUBJECT REAL ESTATE.

VIJAYALAKSHMI VOLETI, WIFE OF RAJA VOLETI, HEREBY JOINS IN THE EXECUTION OF THIS DEED OF TRUST FOR THE PURPOSE OF CONVEYING ANY MARITAL INTEREST SHE MAY HAVE IN AND TO SUBJECT REAL ESTATE.

PHILLIP A. PERRY

RAJA VOLETI

LESA K. PERRY

VIJAYALAKSHMI VOLETI

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, PHILLIP A. PERRY AND WIFE, LESA K. PERRY, 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 8th day of February, 1995.

Notary Public

My Commission Expires: 1/4/97

STATE OF TENNESSEE
COUNTY OF ~~WILLIAMSON~~ DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, RAJA VOLETI, the within-named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 7th day of February, 1995.

Notary Public

My Commission Expires: COMMISSION EXPIRES JANUARY 25, 1997

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, VIJAYALAKSHMI VOLETI, the within-named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 7th day of February, 1995.

Notary Public

My Commission Expires: COMMISSION EXPIRES JANUARY 25, 1997

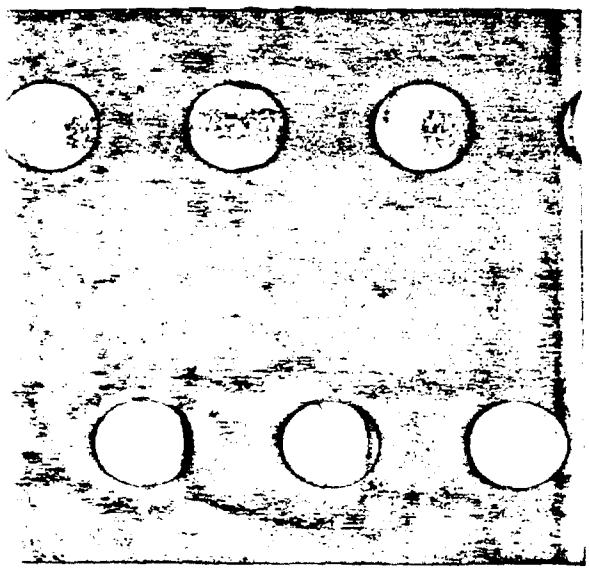
EXHIBIT A

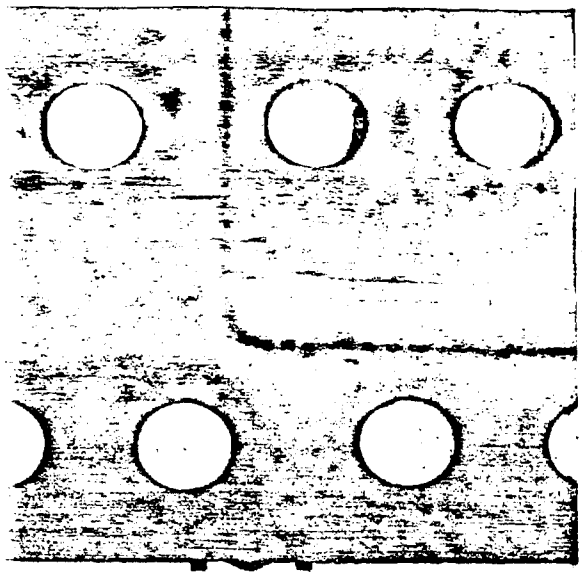
1. 1995 taxes not yet due and payable.

2. All matters shown in the Master Deed for Caldwell Court Condominiums of record in Book 6188, page 744, Register's Office, Davidson County, Tennessee.

3. Deed of Trust executed by Phillip A. Perry and wife, Lesa K. Perry securing Sovran Equity Mortgage Corporation dated November 30, 1989 of record in Book 7996, page 68, Register's Office, Davidson County, Tennessee.

0632 02/10 0101 03CHECK 132.45





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

RECEIVED OF _____

FOR _____

BOOK 9592 PG 497

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	25000.00
MAMT	15000.00
CON TX	92.50
MOR TX	14.95
PRFEE	1.00
WDEED	24.00
TOTAL	132.45
CHECK	132.45

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

33149
IDENTIF. ↑ REFERENCE

95 FEB 10 AM 9:15
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 880354