60

This Instrument Prepared By:
BOTTORFF AND KAVIN, Attorneys at Law
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.
Mr. Peter F. Cash Unit B-5 5722 Hickory Plaza Nashville, TN 37211	J.D. Eatherly 1500 Clinton Street Nashville, TN 37203	161-R-A-18.00 BOOK 9008 PG 861

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value whichever is greater, for this transfer is $67,500.00.

Affiant

Subscribed and sworn to before me, this the 31st day of JANUARY, 1996.

My Commission Expires:
Mar 2, 1998

Notary Public

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FOR AND IN CONSIDERATION of the sum of Sixty-Seven Thousand Five Hundred and No/100 Dollars ($67,500.00), of which Five Thousand Dollars ($5,000.00) has been cash in hand paid and for the remainder of which PETER F. CASH ("Grantee" and/or "Maker" and/or "Borrower"), has executed an Installment Deed Note of even date herewith wherein said Maker promises to pay to J. D. EATHERLY the principal sum of SIXTY TWO THOUSAND FIVE HUNDRED and No/100 DOLLARS ($62,500.00) with interest on the unpaid principal balance thereof at the rate of NINE AND ONE-HALF PERCENT (9.50%) per annum in 240 consecutive monthly installments beginning February 3, 1996, and the like day of each month thereafter until paid in full, subject to being accelerated after ten (10) years from the date hereof upon sixty (60) days notice by the Holder to Borrower, with the said note providing for 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, J. D. EATHERLY ("Grantor") has this day bargained and sold, and does hereby transfer and convey into the said PETER F. CASH, ("Grantee") his heirs and assigns, certain real property in Davidson County, Tennessee, as follows:

Being Unit No. B-5 on the Plan of Hickory Plaza Office Townhouses, as recorded in Book 6250, page 248, Register's Office, Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to J. D. Eatherly by deed from John W. Barton, Jr. and wife Carolyn M. Barton, of record in Book 9015, page 784, Register's Office for Davidson County, Tennessee.

This is improved property, known as: 5722 Hickory Plaza B-5, Nashville, Tennessee 37211.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said PETER F. CASH, his heirs and assigns forever. J. D. EATHERLY 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.

J. D. EATHERLY further covenants and binds himself, his successors and assigns, to warrant and forever defend the title to said real estate to said PETER F. CASH, his heirs and assigns, against the lawful claims of all persons. BOOK 9098 PG 862

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, the said PETER F. CASH, does 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 property hereinbefore described with the appurtenances, estate, title and interest thereto belonging, for the purposes set forth herein.

The said PETER F. CASH, does 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.

The said PETER F. CASH, further agrees 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 he fails 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.

Now, if the said PETER F. CASH, 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 he fails to pay said note or any part thereof, principal or interest, promptly when due, or if he fails to pay taxes, keep up repairs or keep said premises insured, as herein provided; or if he fails 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 of notice 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 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 Maker. 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 an existing deed of trust recorded in Book 6476, page 161, and Correction Deed of Trust in Book 8000, page 976 and Modification and Assumption Agreement in Book 9015, page 797, of record in the said Register's Office for Davidson County, Tennessee, (hereinafter referred to as the "Prior Encumbrances") which secures a promissory note, the first dated January 8, 1987 in the original principal amount of **One Hunred Two Thousand and no/100 Dollars ($102,000.00)** the terms and conditions of which Note and Deed of Trust, as Corrected and Modified, are incorporated herein by reference as if copied herein verbatim.

It is hereby agreed by and between Peter F. Cash and J. D. Eatherly, and their successors and assigns, respectively,: BOOK 9908 PG 863

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 Encumbrances.

2. The Holder will not allow the combined unpaid principal and interest balance under the Prior Encumbrances to exceed the unpaid principal balance hereunder and Holder shall provide Borrower with written proof of the said balance on each anniversary date hereof and shall give prompt notice to Borrower of any demand for payment of the entire balance due under the Prior Encumbrance as a result of default thereof.

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. All payments by Borrower to Holder under the Installment Deed Note shall be applied by Holder to the Prior Encumbrance and the Holder of the secured indebtedness hereunder will obtain and record proper releases of the Prior Encumbrances upon the full satisfaction of the indebtedness secured by this Wrap Around Installment Deed.

5. The Borrower will at the option of the Holder pay to Holder with each installment due under the note secured by this Wrap Around Installment Deed, the escrow deposits required 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.

6. Upon the full satisfaction of the indebtedness secured by this Wrap Around Installment Deed, Holder 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 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.

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.

KAREN B. CASH, WIFE OF PETER F. CASH, HEREBY JOINS IN THE EXECUTION OF THIS WRAP AROUND INSTALLMENT DEED FOR THE PURPOSE OF CONVEYING ANY MARITAL INTEREST SHE MAY HAVE IN AND TO THE SUBJECT REAL ESTATE.

IN WITNESS WHEREOF, we, the said J. D. EATHERLY and PETER F. CASH and wife, KAREN B. CASH hereunto set our hands at Brentwood, Tennessee, this the 3rd day of JANUARY, 1996.

GRANTOR:

J. D. Eatherly
J. D. EATHERLY

GRANTEES/MAKERS/BORROWERS:

PETER F. CASH

Karen B. Cash
KAREN B. CASH

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

BOOK 9009 PG 864

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, J. D. EATHERLY, 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 3rd day of January, 1996.

Notary Public

My Commission Expires:

Mar 2, 1998

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, PETER F. CASH AND WIFE, KAREN B. CASH, 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 3rd day of January, 1996.

Notary Public

My Commission Expires:

Mar. 2, 1998

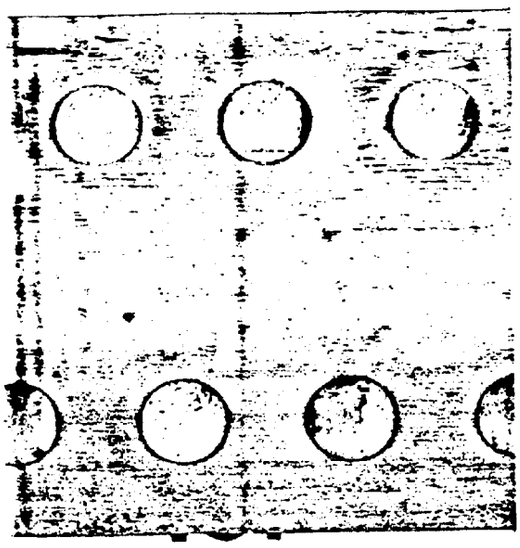
*Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 12,500.00 .

4635 01/04 0101 03CHECK 336.33

0137930
IDENTIF. & REFERENCE

96 JAN -4 AM 11:53
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.





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

RECEIVED OF _____

FOR _____

BOOK 9908 PG 865

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 67500.00	
			MAMT 62500.00	
			CON TX 249.75	
			MOR TX 69.58	
			PRFEE 1.00	
			WDEED 16.00	
			TOTAL 336.33	
			CHECK 336.33	
01/04/96	01	11:58 0001	4635	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0137930
Identify Reference

96 JAN -4 AM 11:53

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 992996