BOX 60 R.O.D.C.T.

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

WRAP-AROUND INSTALLMENT DEED

BOOK 10737 PG 475

Address of New Owner:	Send Tax Bills To:	Map and Parcel No.
Victor D. Booker & Sandra F. Tucker	**Jerry D. Butler**	**137-13-A-91.00**
3409 Milbridge Drive	**5068 Murfreesboro Road**	
Nashville, Tennessee 37013	**Lavergne, TN 37086**	

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

The actual consideration or value, whichever is greater, for this transfer is **$184,300.00.**

Victor D. Booker
Affiant

Subscribed and sworn to before me, this 11th day of November, 1997.

My Commission Expires:

July 15, 2001

Barbara L Lawhorn
Notary Public

NOTARY PUBLIC

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS: $ 187,600.00.

FOR AND IN CONSIDERATION of the sum of One Hundred Eighty-Four Thousand Three Hundred and No/100 Dollars ($184,300.00), of which Two Hundred and no/100 Dollars has been cash in hand paid and for the remainder of which, plus costs of sale and costs of loan advanced by Jerry D. Butler, (hereinafter called "Lender" and/or "Grantor") Victor D. Booker and Sandra F. Tucker, (hereinafter "Grantees" and/or "Maker" and or "Borrower"), have executed a Wrap-Around Installment Deed Promissory Note hereinafter ("Note") of even date herewith wherein said Maker promises to pay to **Jerry D. Butler** the principal sum of One Hundred Eighty Seven Thousand Six Hundred and No/100 Dollars ($187,600.00), with interest on the unpaid principal balance thereof at the rate of eight and three-fourths percent (8.75%) per annum, in due and payable in Three Hundred Sixty (360) consecutive monthly installments on the first (1st) day of each month, beginning December 1, 1997, and the like day of each month thereafter with the entire unpaid principal and interest being due and payable on November 1, 1999, with the said Note providing for payment of attorney's fees for the collection thereof, and to secure the obligations of said Note, a vendor's lien is expressly retained on the property herein conveyed, and now therefore, Jerry D. Butler ("Grantor") has this day bargained and sold, and does hereby transfer and convey into the said Victor D. Booker and Sandra F. Tucker, their heirs and assigns, certain real property in Davidson County, Tennessee, as follows, to wit:

BEING Lot No. 91, on the Plan of Section One, Peninsula Point, a PUD, of record in Plat Book 7900, page 98, Register's Office for Davidson County, Tennessee, reference to which is hereby made for a more complete description thereof.

BEING the same property conveyed to Jerry Butler Construction, Inc., a Tennessee corporation, by deed from Butler Development, LLC, of record in Book 10068, page 458, Register's Office for Davidson County, Tennessee, and further being the same property conveyed to Jerry D. Butler by deed from the said Jerry Butler Construction, Inc., of record in Book 10737, page 468, Register's Office for Davidson County, Tennessee, being recorded simultaneously herewith.

This is improved property known as 3409 Milbridge Drive, Nashville, TN.

Georgia Butler, wife of Jerry D. Butler, joins in this conveyance for the express purpose of conveying any marital or other rights she may have in and to said real property.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns forever. Jerry D. Butler 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 pubic record.

AND Jerry D. Butler does further covenant and bind himself, his heirs, successors, and assigns to warrant and forever defend the title to the said real estate to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

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 **Victor D. Booker and Sandra F. Tucker** ("Borrower") do hereby transfer and convey unto Thomas I. Bottorff, Trustee, of Williamson County, his 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.

BORROWER 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.

BORROWER 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 we fail to do either, then the said Trustee, or the lawful owner and holder of said Note, may do nay 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.

BORROWER shall keep the use of the property herein as a 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 Borrower.

BORROWER 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 the Borrower fails to pay said Note or any part thereof, principal or interest, promptly when due, or fails to pay taxes, keep up repairs or keep said premises insured, as herein provided, or 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 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, R. Francene Kavin, Trustee, or her 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 Williamson County, Tennessee, to sell said property at the front door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from 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 Borrower. 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 _____, page _____, Register's Office for Davidson County, Tennessee (hereinafter referred to as the "Prior Encumbrance") which secures a note, dated November 11, 1997, the terms and conditions of which note and Deed of Trust are incorporated herein by reference as if copied herein verbatim.

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IT IS FURTHER 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 the Prior Encumbrance.

2. In the event the 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 instrument.

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

4. The Borrower will pay to the 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 Encumbrance 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.

5. 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 Williamson County, Tennessee, and the title herein conveyed to Thomas I. Bottorff, 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, the said Jerry D. Butler and wife, Georgia Butler, and Victor D. Booker and Sandra F. Tucker, have hereunto set their hands at Lavergne, Tennessee, this the 11 day of November, 1997.

GRANTOR/LENDER:

Jerry D. Butler

GRANTEES/MAKERS/BORROWERS:

Victor D. Booker

WIFE:

Georgia Butler

Sandra F. Tucker

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STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, **Victor D. Booker and Sandra F. Tucker, both unmarried persons,** 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 11 day of November, 1997.

Barbara S Lamb
Notary Public

My Commission Expires:

July 15, 2001

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, **Jerry D. Butler and wife, Georgia Butler,** 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 11 day of November, 1997.

Barbara S Lamb
Notary Public

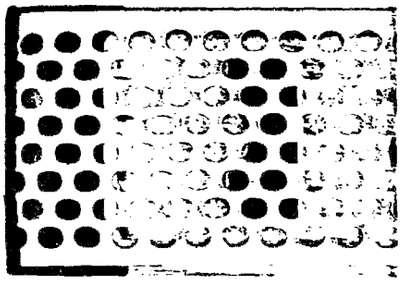
My Commission Expires:

July 15, 2001

6017 12/30 0101 03CHECK 912.35

0384582
IDENTIFICATION REFERENCE

97 DEC 30 AM 9:29
REGISTER
DAVIDSON COUNTY, TN.



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

RECEIVED OF _____

FOR _____

BOOK 10737 PG 479

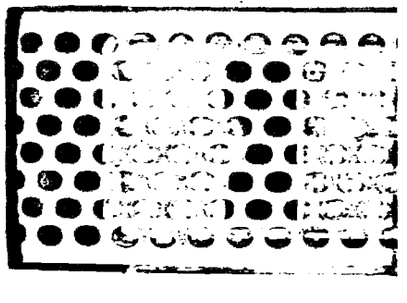
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 184300.00
MAMT 187600.00
CON TX 681.91
MOR TX 213.44
PRFEE 1.00
WDEED 16.00
TOTAL 912.35
CHECK 912.35

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12/30/97 01 09:33 0001 6017



0384582
IDENTIF. # REFERENCE

97 DEC 30 AM 9:29

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1236722