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

BASED ON INFORMATION FURNISHED BY THE PARTIES

BOOK 11508 PG. 463

WRAP-AROUND INSTALLMENT DEED

Address of New Owner:
Carlo Marino
6616 Shadyview Drive
Nashville, Tennessee 37013

Send Tax Bills To:
Jerry D. Butler
5068 Murfreesboro Road
Lavergne, TN 37086

Map and Parcel No.
176-5-A-76.00

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

4402 06/02 0101 03CHECK 784.46

The actual consideration or value, whichever is greater, for this transfer is **$158,300.00.**

Carlo Marino
Affiant

Subscribed and sworn to before me, this 6th day of MAY, 1999.

My Commission Expires:

July 15, 2001

Barbara L Lamb
Notary Public

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS: $ 158,300.00 .

FOR AND IN CONSIDERATION of the sum of One Hundred Fifty-Eight Thousand Three Hundred and No/100 Dollars ($158,300.00), advanced by Jerry Butler Construction, Inc. (hereinafter called "Lender" and/or "Grantor") Carlo Marino (hereinafter "Grantee " and/or "Maker" and or "Borrower"), has executed a Wrap-Around Installment Deed Promissory Note hereinafter ("Note") of even date herewith wherein said Maker promises to pay to **Jerry Butler Construction, Inc.** the principal sum of One Hundred Fifty-Eight Thousand Three Hundred and No/100 Dollars ($158,300.00), with interest on the unpaid principal balance thereof at the rate of Seven and three-fourths percent (7.75%) per annum, due and payable in Three Hundred Sixty (360) consecutive monthly installments on the Sixth day of each month, beginning June 6, 1999, and the like day of each month thereafter with the entire unpaid principal and interest being due and payable on May 6, 2000, 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 Butler ("Grantor") has this day bargained and sold, and does hereby transfer and convey into the said Carlo Marino, his heirs and assigns, certain real property in Davidson County, Tennessee, as follows, to wit:

BEING Lot No. 295, on the Plan of Hickory Woods Estates, Section C, of record in Plat Book 6900, pages 885, 886 and 887, Register's Office for Davidson County, Tennessee, reference to which is hereby made for a more complete description thereof.

Being part of the same property conveyed to Jerry Butler Construction, Inc. by deed from T & T Partners I, a Texas general partnership, of record in Book 10212, page 412, Register's Office for Davidson County, Tennessee.

This is improved property known as 6616 Shadyview Drive, Antioch, TN 37013.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his heirs and assigns forever. Jerry Butler Construction, Inc. covenants that it 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 Butler Construction, Inc. further covenant and bind itself, its successors and assigns to warrant and forever defend the title to the said real estate to the said Grantee, his 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 **Carlo Marino** ("Borrower") does 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.

Danica Marino, wife of Carlo Marino, joins in this conveyance for the express purpose of conveying any marital or other rights she may have in and to said real property.

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, Thomas I. Bottorff, Trustee, 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 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 10212, page 415, Register's Office for Davidson County, Tennessee (hereinafter referred to as the "Prior Encumbrance") which secures a note, dated October 2, 1996, the terms and conditions of which note and Deed of Trust are incorporated herein by reference as if copied herein verbatim.

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 Butler Construction, Inc. and Carlo Marino have hereunto set their hands at Lavergne, Tennessee, this the 6th day of May, 1999.

GRANTOR/LENDER:

Jerry Butler Construction, Inc.

Jerry Butler

GRANTEE/MAKER/BORROWER:

Carlo Marino

Danica Marino, by and through her attorney-in-fact, Carlo Marino

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

BOOK 11508 PG. 466

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, **Carlo Marino,** 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 6 th day of April, 1998.

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 Butler, President of Jerry Butler Construction, Inc.,** with whom I am personally acquainted who acknowledged that he is the President of Jerry Butler Construction, Inc. a Tennessee corporation the within named bargainor, and that he as President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as President.

WITNESS my hand and seal this 6th day of May, 1999.

Barbara S Lamb
Notary Public

My Commission Expires:

July 15, 2001

059486 I

IDENTIFICATION REFERENCE

99 JUN -2 PM 6:05

BILL GARDENHIRE REGISTER
DAVIDSON COUNTY, TN.

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11508 PG. 467

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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

IDENTIF. & REFERENCE 0594821

99 JUN -2 PM 6:06

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

CAMT	158300.00
MAMT	158300.00
CON TX	585.71
MOR TX	179.75
PRFEE	1.00
WDEED	16.00
CFEE	2.00
TOTAL	784.46
CHECK	784.46

06/02/99 01 18:09 0001 4402

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1468923