This instrument prepared by J. Vaulx Crockett, Attorney,
306 Nashville City Bank Building, Nashville, TN 37201

BOOK 5754 PAGE 429

ADDRESS NEW OWNER:	SEND TAX BILLS TO	MAP-PARCEL NO.
Gilbert R. Sosby 6670 Jocelyn Hollow Rd. Nashville, Tenn.	SAME	128-8 5

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars and other good and valuable considerations, cash in hand paid, the sufficiency of which are acknowledged, paid by Gilbert R. Sosby, including the assumption by Gilbert R. Sosby of a deed of trust executed by Russell T. Dorris,et ux, to Wm. Johnson,Trustee, of record in Book 3888, page 904, Register's Office for Davidson County, Tennessee, and the execution of a negotiable vendor's lien promissory note of even date herewith in the original principal amount of One Hundred Twenty-Nine Thousand, Nine Hundred Forty-Five and no/100 Dollars ($129,945.00) plus interest at the rate of eleven percent (11%) per annum payable to Josee L. Byers, payable in monthly installments of One Thousand Twelve and 12/100 Dollars ($1,012.12) beginning July 5, 1981, with the remaining balance due and payable on June 5, 1989, said note and indebtedness being for purchase money, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest and attorney's fees, and other amounts owing hereunder or under the provisions of the note, a vendor's lien is expressly retained on the land herein conveyed, we, William. N. Byers and wife, Josee L. Byers, have this day bargained and sold, and do hereby transfer and convey unto the said Gilbert R. Sosby, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots Nos. 976 and 977, on the Plan of West Meade Farms, Inc., Section XVI, of record in Book 2663, page 56, Register's Office for said County, and described as follows:

Beginning at a point in the northwesterly margin of Jocelyn Hollow Road, at the corner of Lots Nos. 974 and 976, thence with the line between said lots, northwesterly 482 feet to a point; thence South 36 deg. 44' west 63.8 feet to a point; thence South 26 deg. 30' West 342.8 feet to a point in the north margin of the McNamara Property; thence with the line of the same, South 42 deg. 30' East 244 feet to a concrete monument; and South 23 deg. 25' East 117.8 feet to a concrete monument; thence around a curve, in a southeasterly and easterly direction 445.5 feet to a point; thence easterly 12 feet to the west margin of Jocelyn Hollow Road, thence with the margin of the same, northerly 286 feet; thence northeasterly around a slight curve 123.7 feet to a corner of Lots Nos. 976 and 977; thence continuing with the margin of said Road, as follows, northeasterly 29 feet to a concrete monument; northeasterly around a slight curve, 94.7 feet to a concrete monument; northeasterly 18 feet to a concrete monument, and northeasterly around a slight curve, 75 feet to the point of beginning.

Being the same property conveyed to William N. Byers and wife, Josee L. Byers by deed from Russell Dorris and wife, Billie Jean Dorris of record in Book 3954, page 463, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the aforesaid deed of trust herein assumed, Restrictive covenants of record in Book 2794, page 607, said Register's Office, the Plan of Record in Book 2663, page 56, said Register's Office, and all applicable easements, restrictions and exceptions therein contained, an easement for driveway granted to Brooks T. Huey, et ux, of record in Book 3502, page 143, said Register's Office, and to 1981 property taxes which are assumed by the purchaser.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $195,000.00.

Joseee L. Boyd
Affiant

Sworn to and subscribed before me, this 5th day of June, 1981.

Notary Public My comm. expires: 1/15/83

This is improved property, known as 6670 Jocelyn Hollow Road, Nashville, Tennessee 37205.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gilbert R. Sosby, his heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except as hereinbefore set out. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said estate to Gilbert R. Sosby, 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 said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Gilbert R. Sosby, hereinafter referred to as trustor, hereby transfers and conveys unto David C. Rutherford, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees to keep all buildings now on, or to be hereafter erected on said property, insured with fire and extended coverage insurance in some reliable fire insurance company, or companies approved by the holder of said note for the sum of $200,000.00, or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policies to the lawful owner or holder of said indebtedness as her interests may appear with a standard mortgage clause subject to the first deed of trust above mentioned and deliver to the holder of said note a certificate of insurance at such address as directed by her in writing, prior to expiration of insurance required hereunder covering said building, and on her request deliver at said address a copy of receipt for payment of premiums thereon not more than thirty (30) days after commencement date of each such policy.

In the dvent the mortgaged property or any part thereof shall be destroyed or damaged by fire or other casualty or condemned and take under the power of eminent domain or conveyed under threat of condemnation by any governmental authoriyy or any other entity entitled to exercise the power of eminent domain, all proceeds of such insurance and all awards and sums payable from such condemnation or deed in lieu thereof are assigned to and shall be paid to the lawful owner and holder of the note, subject to any prior rights of the holder of the said first lien, and shall be credited on the indebtedness secured hereby and may, at the option of said owner and holder be applied to the last maturing of such installments, on the balance, if any, to Trustor; provided that said lawful owner and holder shall have the option to permit Trustor, his successors and assigns, to receive and use such proceeds or awards, or any part thereof, for repair or restoration or for other purposes as may be agreed to in writing by such owner and holder and by Trustor, without waiving or impairing any lien or right under or by virtue of this trust deed.

Trustor agrees to commit, or suffer no waste, impairing, or deterioration of the premises or any part thereof, or any unlawful use thereof and to perform, comply with and abide by each and every stipulation, agreement, condition and covenant in the promissory note and in the trust deed.

Trustor also agrees to pay all taxes and assessments thereon, general or special, and all insurance premiums and to pay them when due, and to pay, discharge, or remove any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the Trustee or his successors or the lawful owner and holder of said note shall hereafter be required to appear in any court or tribunal to enforce or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance, together with a reasonable attorney's fee, shall be allowed, and be payable by Trustor upon demand of the lawful owner and holder of said note, and upon failure to do any of these things, then the lawful owner and holder of said note may do any or all of these things without waiving the option to foreclose or any right hereunder and the amounts so paid shall bear interest at the highest rate permitted by law from the date of payment and shall become immediately due and payable to such lawful owner and holder of said note and shall be secured by the aforesaid real property as part of the indebtedness herein secured.

Now, if Trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But ifsaid indebtedness, or any installment thereof, or interest thereon is not paid promptly and remains unpaid for ten (10) days after the lawful owner and holder of said note shall have given written notice of nonpayment to Trustor; or if Trustor shall fail to pay taxes, keep up repairs or keep said building and premises insured, or pay said other sums when due, or to perform any covenant or undertaking herein or in the note and fail to cure such default within thirty (30) days after the lawful holder and owner of said note shall have given written notice of such default to Trustor, this trust conveyance shall remain in full force and effect, and at the option of such lawful owner and holder of said note all remaining unpaid indebtedness, and installments thereof and other sums added thereto hereunder shall become immediately due and payable at once, without further notice and the said Trustee, or his successors 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 right and equity of redemption, homestead, dower and all other exemptions of every kind, which are herebyexpressly waived; and the said Trustee, or his successors in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of any of said indebteness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee 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 enforceent 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 all indebtedness including the interest herein secured, and any and all sums expensed in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Trustor, his order, representatives or assigns.

Wendy Sosby, wife of Gilbert R. Sosby, joins in this instrument for the purpose of conveying as security all of her right, title and interest in said real property, including marital rights and right to an elective share thereon as widow, if any.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts 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 the above named Trustee shall be vested in said successor.

Written notice provided for hereunder shall be given by personal de-delivery to Trustor, or by registered or certified mail addressed to Trustor at the premises specified heretofore and shall be deemed so given when deposited in the United States Mail postage prepaid.

Wherever used in this instrument, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Trustor" shall mean "Trustor(s) and/or any subsequent owner or owners of the premises", the words "premises" or "property" shall include the real estate hereinbefore described, together with all improvements, equipment, condemnation awards and any other rights made subject to the lien of the trust deed, by the terms hereof, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

Witness our hands this 5th day of June, 1981.

Gilbert R. Sosby

Wendy Sosby
VENDEE - TRUSTOR

Josee L. Byers

William M. Byers
VENDORS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Elizabeth L. Miller, a Notary Public in and for said County and State, Gilbert R. Sosby, and Wendy Sosby, and Josee L Byers and William M. Byers, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 5th day of June, 1981.

Elizabeth L. Miller
Notary Public

My commission expires:

1/15/83

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IDENTIF. REFERENCE

JUN 8 12 49 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

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
			158000.00- CO	
			129545.00- MO	
			507.00 CO TX	
			127.90 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	647.40-
9853A06/08/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

JUN. 8 12 49 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 825995