Prepared by:
Gail Pigg, Attorney
One Commerce Place
Nashville, TN 37239

Installment Deed

BOOK 5869 PAGE 918

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William T. Byram and wife, Peggy D. Byram	same	115-8
(NAME:)	(NAME:)	
514 Davidson Road		#15
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee		8DZ-53385
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Sixty-Four Thousand and No/100 ($64,000.00) ---------- *Dollars,*

of which Five Thousand and No/100 ($5,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty-Nine Thousand and No/100 ($59,000.00) ---------- *Dollars,*

WILLIAM T. BYRAM and wife, PEGGY D. BYRAM *have executed* two promissory notes of even date herewith payable to Charlie H. Mason, Jr. and Malinda Mason Fontana, Co-Executors of the Estate of Louise Varnell Mason pursuant to Will of record in Will Book 137, page 785, County Court of Davidson County, Tennessee, bearing interest at Twelve (12%) percent per annum, as follows: one note in the amount of $5,000.00, plus all accrued interest, due and payable on or before 6 months from the date hereof; the second note in the amount of $54,000.00, payable in monthly installments of $559.46, with the first payment due May 2, 1982, and thereafter, the sum of $559.46 on the 2nd day of each succeeding month; provided, however, the entire remaining principal and all accrued interest shall be paid in full on or before April 2, 1987. This Trust Agreement also covers any extensions granted to the aforesaid note, as well as renewals thereof. **(see over)

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

CHARLIE H. MASON, JR. and MALINDA MASON FONTANA, Executors of the Estate of Louise Varnell Mason, pursuant to Will of record in Will Book 137, page 785, County Court for Davidson County, Tennessee.

have this day bargained and sold, and do hereby transfer and convey unto the said

WILLIAM T. BYRAM and wife, PEGGY D. BYRAM

their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in the 8th Civil District of said County, being an unnumbered lot marked "Hartman Property", lying between Lots Nos. 66 and 68 on the Plan of Brook Meade, Section 1, as of record in Book 2133, page 77, Register's Office for said County, and described as follows:

Beginning at a point on the northerly margin of Davidson Road at the southeast corner of Lot No. 66 on said Plan; thence with the margin of said Road, eastwardly 158.8 feet to the southwest corner of Lot 68; thence with the westerly line of Lot 68, north 5°08' east 286 feet to a point; thence north 69° 19' west 149.9 feet to the northeast corner of Lot 66; thence with the easterly line of Lot 66, south 7° 41' west 326.4 feet to the beginning.

Said property was devised to Charles H. Mason, Jr. and Jane Mason Johnson by Will of Louise Varnell Mason, deceased, of record in Will Book 137, page 785, County Court of Davidson County, Tennessee, subject, however, to the right of sale by the Co-Executors pursuant to Will of Louise Varnell Mason of record in Will Book 137, page 785, County Court of Davidson County, Tennessee.

84/35 235.22 CHECK

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 64,000.00

Affiant

Subscribed and sworn to before me, this the 2nd day of April, 1982.

Notary Public

My commission expires: 1/20/85 (Affix Seal)

**In the event this property is sold, transferred or conveyed, the aforesaid notes will become immediately due and payable at the option of the holder. In the event holder consents to an assumption, said consent, to be effective, must be in writing.

This is ( ) unimproved (X) improved property, known as 514 Davidson Road, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said William T. Byram and wife, Peggy D. Byram *their (successors), 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 for 1982 taxes; plan of record in Bk.2133,p.77;easement in Bk.5212,p.38

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* William T. Byram and wife, Peggy D. Byram *their (successors), 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 non-payment 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 William T. Byram and wife, Peggy D. Byram *hereinafter referred to as trustors, hereby transfer and convey unto* Walter Ratterman, *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:*

Trustors agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $ 62,000.00, *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 policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, 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 indebtedness 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 or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 12 *percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.*

Now, if trustors 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 if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three 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, which are hereby expressly waived; and the said trustee, or his successor 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 indebtedness, 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 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 all unpaid indebtedness 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 trustors, their order, representatives or assigns.

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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 2nd *day of* April, *19* 82

Charlie H. Mason Co-Executor

Charlie H. Mason, Jr., Co-Executor
of Estate of Louise Varnell Mason

Malinda Mason Fontana

Malinda Mason Fontana, Co-Executor
of Estate of Louise Varnell Mason

William T. Byram

William T. Byram

Peggy D. Byram

Peggy D. Byram

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Charlie H. Mason and Malinda Mason Fontana, Co-Executors of the Estate of Louise Varnell Mason

the within named bargainor...S, 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* 2nd *day of* April, *19* 82

NOTARY PUBLIC AT LARGE

Commission expires 1/20/85 *Notary Public*

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* William T. Byram and wife, Peggy D. Byram

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* 2nd *day of* April, *19*82.

Gail P. [illegible] *Notary Public*

Commission expires 1/20/85

GAIL P. [illegible] NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* .....*self to be* ..... *of the* ....., *the within named bargainor, a corporation, and that* ....*he as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* .....*self as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM
Charlie H. Mason, Jr. and
~~Malinda Mason Fontana, Co-Executors~~
of the Estate of Louise Varnell Mason

TO
William T. Byram et ux

G 8.6.0.16

IDENTIF. REFERENCE

APR 6 9 02 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

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

RECEIVED OF _____

FOR BOOK 5869 PAGE 922

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
			64000.00- CO	
			59000.00- MO	
			166.40 CO TX	
			57.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 235.90-	
0509A04/06/82			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6860.16

IDENTIF. REFERENCE

APR 6 9 02 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 874713