ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Ray Anthony Gaddes, et ux	Same	128
(NAME)	(NAME)	Par 56 JS
7630 SAWYER BROWN Rd	(STREET ADDRESS)	
(STREET ADDRESS OR ROUTE NUMBER)		
NASHVILLE TN. 37209		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Sixty Thousand and no/100 ---------- ($60,000.00) ----------

BOOK 5858 PAGE 609 *Dollars,*

of which None *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Sixty Thousand and no/100 ($60,000.00) ---------- *Dollars,*

Ray Anthony Gaddes and wife, Dawn Marie Gaddes *have executed* their joint promissory note in the amount of Sixty Thousand ($60,000.00) Dollars, payable to James Buttrey, Trustee, payable in 276 monthly installments of $401.31 each with the first payment retroactive due the 1st day of JANUARY, 1982 and a like payment on the same day of each succeeding month until paid in full. The monthly installments include interest at the rate of 6% per annum and are to be applied first to interest and then to principal.

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, James Buttrey, Troy Buttrey, Leo Buttrey, Burnest Buttrey, Richard Buttrey, Ola Sweeney and Estaleen Buttrey Coffey,

have this day bargained and sold, and do hereby transfer and convey unto the said Ray Anthony Gaddes and wife, Dawn Marie Gaddes, their *(successors), heirs and assigns,*

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

LAND in the Eighth Civil District of Davidson County, Tennessee on the east side of the old Bellevue Road now called Sawyer and Brown Road and being the same land that was conveyed by deed to Oscar G. Buttrey and wife, Lizzie Buttrey, from W.A. Robinson and wife, Helen Robinson, and is recorded in Book 1148, page 592, Register's Office Davidson County, Tennessee and corrected July 24, 1954, by deed of record in Book 2292, page 387, said Register's Office as follows:

BEGINNING at a red oak in S.H. Tomlinson's north line, and running north 87° west 48 poles with Tomlinson's north line to a stake formerly an elm in W.D. Turman's east line; thence with Thurmans east line north 2° east 20 poles to a point in the present Sawyer and Brown Road, same being Thurman's corner; thence with the east line of Wailey and William's land north 14° east 28 poles to a point in the old road bed; thence with their line north 20° east 18 poles to a stake in the old road bed, same being Walter Gaddes, Jr., northwest corner; thence with Gaddes westerly line south 56° east 24 poles to an elm; thence with a four acre lot of O.G. Buttrey's south 43° east 12 poles to a stake; thence south 40° east 9.2 poles to a stone; thence south 2° west 37.75 poles to the beginning, containing by survey made by S.H. Huthinson July 24, 1954, 15.25 acres, more or less.

BEING part of the property conveyed to James Buttrey, Troy Buttrey, Leo Buttrey, Burnest Buttrey, Richard Buttrey, Ola Mai Buttrey Gaddes, and Estaleen Buttrey Coffey by deed from Mary Jane Buttrey, widow of Oscar Green Buttrey, of record in Book 3099, page 350, Register's Office Davidson County, Tennessee.

03/08 223.50- CHECK

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1982 taxes to be assumed by buyers.

We, Annie Belle Buttrey, Ideline Buttrey, Martha Buttrey, Martha Buttrey, Peggy Buttrey, Owen Sweeney and William Coffey, being the respective spouse of the above grantors hereby join in this conveyance for the express purpose of conveying any and all right, title and interest we have in the above property by virtue of being married to the said respective grantor.

The actual consideration or value of this property is $60,000.00 .

Ray Anthony Gaddes
Affiant

Sworn to and subscribed before me, this the 4th day of March, 1982, at Nashville, Tennessee.

Harold E Collins
Notary Public
Commission Expires: 4-13-82

This instrument prepared by:
Harold E. Collins, Attorney
802-51st Avenue, North
Nashville, Tennessee 37209

This is improved property ( ) property, known as 7650 Sawyer Brown Road, Nashville, TN 37221
(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 Ray Anthony Gaddes and wife, Dawn Marie Gaddes *(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 a lien is retained for the express purpose of securing the above indebtedness.

RUSH

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN
MAR 8 10 04 AM '82
IDENTIF. REFERENCE
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We *further covenant and bind* ourselves & our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Ray Anthony Gaddes and wife, Dawn Marie Gaddes *(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 Ray Anthony Gaddes and Dawn Marie Gaddes *hereinafter referred to as trustors, hereby transfer and convey unto* H. E. Collins, *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 $ maximum, *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 to prove the above indebtedness, he, 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 6 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 east 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 4th day of March, 19 82

Ray Anthony Gaddes — Dawn Marie Gaddes

James Buttrey — Annie Belle Buttrey

Troy Buttrey — Idaline Buttrey

Burnest Buttrey — Martha Buttrey

Leo Buttrey — Martha Buttrey

Richard Buttrey — Peggy Buttrey

Ola Mai Gaddes Sweeney — Owen Sweeney

Estaleen Buttrey Coffey — William Coffey

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *a Notary Public in and for said County and State,* James Buttrey, Annie Belle Buttrey, Troy Buttrey, Idaline Buttrey, Burnest Buttrey, Martha Buttrey, Leo Buttrey, Martha Buttrey, Richard Buttrey, Peggy Buttrey, Ola Mai Gaddes Sweeney, Owen Sweeney, Estaleen Buttrey Coffey & William Coffey. Ray Anthony Gaddes and Dawn Marie Gaddes *the within named bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 4th *day of* March, 1982.

Harold E. Collins Notary Public

NOTARY PUBLIC

Commission expires 4-18-85

Prepared by H. E. Collins
Attorney Nashville, Tenn.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5858 PAGE 612

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
			60000.00-	CO
			60000.00-	MO
			156.00	CO TX
			58.00	MO TX
			.50	PRFEE
			9.00	WDEED
				CHECK 223.50-
			5783A03/08/82	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 82277

IDENTIF. REFERENCE

MAR 8 10 04 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 870181