Prepared By Robert Rutherford
306 Nashville City
Bank Bldg.
37201

Installment Deed

Mail

ADDRESS NEW OWNER (S)AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Jeffrey Odom, et ux	same	To be assigned
(NAME:) P. O. B0x 451	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Goodlettsville, TN 37072	(STREET ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

BOOK 5988 PAGE 722

FOR AND IN CONSIDERATION of the sum of Twelve Thousand Nine Hundred Dollars $12,900.00 *Dollars, of which* One Thousand Dollars $1,000.00 *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Eleven Thousand Nine Hundred Dollars $11,900.00 *Dollars,* Jeffrey Odom and wife, Cheryl Odom *ha. executed*

an Installment Deed Note of even date herewith in the original amount of Eleven Thousand Nine Hundred Dollars ($11,900.00) plus interest at the rate of twelve (12) per cent per annum, payable in monthly installments of $156.29 beginning January 1, 1983 with the remaining balance to be payable on December 1, 1984.

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, I, William N. Gore *have this day bargained and sold, and do hereby transfer and convey unto the said* Jeffrey and Cheryl Odom *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

A tract of land containing 13.66 acres, more or less, in the Tenth Civil District of Davidson County, Tennessee, described in a survey by Gary R. Cummings, Surveyor, dated November 9, 1981, revised June 16, 1982, of part of the William N. Gore Property of record in Book 3647, page 325, Register's Office for Davidson County, Tennessee, and more fully described by metes and bounds as follows;

Beginning at a 24" inch hickory, the southerly point of the tract, located in the easterly boundary of an adjacent tract of 10.50 acres; thence along the common boundary with the 10.50 acre tract n. 34° 36' 41" E. 333.2 feet to an iron pin in the southerly boundary of a tract of 18.18 acres; thence proceeding with the common boundary with said 18.18 acre tract 5.86° 04' E. 245.70 feet to an iron pin; thence N. 34° 29' E. 179.80 feet to an iron pin; thence n. 2° 41' E. 587.60 feet to an iron pin in the northerly boundary of the William N. Gore property; thence with William N. Gore's northerly boundary S. 77° 39' E. to an iron pin; thence leaving William N. Gore's northerly boundary S. 53° 41' 486.50 feet to an iron pin in the southerly boundary of the William N. Gore property; thence proceeding with the southerly boundary of the William N. Gore property S. 69° 41' W. 840.00 feet to an iron pin; thence S. 80° 43' W. 462.60 feet to the point of beginning.

There is also granted a fifty foot right of way access easement, including access for utilities, including gas, water and electricity, in addition to vehicular use, in, to, upon and over the existing unimproved road situated near and more or less parallel to the southern boundary of the William N. Gore property of record in Book 3647, page 325, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 12,900.00

Subscribed and sworn to before me, this the 10th day of November 1982

x William H. Sanders Affiant

My commission expires: 7-21-84 (Affix Seal)

L.R. DeWeese Notary Public

unimproved (X)

This is improved ( ) property, known as..... (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 Grantees 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey 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:*

~~Trustors covenant and agree to keep the improvements now or hereafter erected on the property described herein insured against loss by fire, windstorm and other hazards in an amount not less than the full insurable value thereof, or in such lesser amount as may be specified by the holder of said indebtedness, in a company or companies satisfactory to the holder of said indebtedness, with loss payable to the holder of said indebtedness, in case of loss, to the extent of the unpaid balance of said indebtedness, and all policies of insurance shall be delivered to the holder of said indebtedness as soon as insured, and renewal policies shall be delivered to the holder of said indebtedness not less than ten days prior to the respective dates of expiration.~~

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 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 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 10 day of November, 19 82

x William N. Gore

x Jeffrey A. Odom

x Cheryl D.V. Odom

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, L. R. DeMarco, a Notary Public in and for said County and State, William N. Gore

the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at this 10th day of November, 1982

L. R. DeMarco
Notary Public

Commission expires 7-21-84

STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, L. R. DeMarco, *a Notary Public in and for said County and State,* Jeffrey Odom and Cheryl Odom

*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* 10th *day of* November, *19* 82.

L. R. DeMarco
Notary Public

Commission expires 7-21-84

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

William N. Gore

TO

Jeffrey Odom, and wife,

Cheryl Odom

H 2 4 5 0 6

IDENTIF. REFERENCE

JAN 5 2 00 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

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

RECEIVED OF _____

FOR _____ BOOK 5388 PAGE 726

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
			12500.00- CO	
			11900.00- MO	
			33.54 CO TX	
			5.50 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	53.54-
9228A01/05/83			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H24506

IDENTIF. REFERENCE

JAN 5 2 00 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 919368