THIS INSTRUMENT PREPARED BY: Vicky V. Klein, Attorney at Law
907 Two Mile Parkway, Building E
Goodlettsville, TN 37072

INSTALLMENT DEED

6278 PAGE 689

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
ROBERT F. BUTT, ET UX 434 OLD HICKORY BLVD, E MADISON, TN 37115	SAME	Map 43-13 Parcel 24 11D 50855

FOR AND IN CONSIDERATION of the sum of TWENTY-NINE THOUSAND AND NO/100 ($29,000.00) 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 TWENTY-FOUR THOUSAND AND NO/100 ($24,000.00) Dollars, ROBERT F. BUTT AND WIFE, KATHY SUE BUTT, have executed an installment deed note payable to ODESSA HOLMES MADISON, in the principal amount of Twenty-Four Thousand Dollars ($24,000.00) payable in seventy-two (72) monthly installments of Two Hundred Seventy-Five Dollars ($275.00) each, beginning May 1, 1984, which payments include interest at the rate of ten and one-half (10½%) percent per annum, and applied first to interest, next to principal, with the entire unpaid principal balance, together with accrued interest thereon being due and payable on April 1, 1990, and providing for payment of attorney's fee, and to secure the payment of said indebtedness, principal, interest and attorney's fees, a lien is expressly retained on the land herein conveyed, ODESSAR M. HOLMES, a/k/a ODESSA M. HOLMES, now being ODESSA HOLMES MADISON, hereinafter referred to as Grantor, has this day bargained and sold and does hereby transfer and convey unto the said ROBERT F. BUTT AND WIFE, KATHY SUE BUTT, hereinafter referred to as Grantees, their (successors), heirs and assigns certain real estate in Davidson County, Tennessee, as follows:

A certain tract or parcel of land in Davidson County, Tennessee, described as follows:
A lot or parcel of land in the 11th, formerly the 19th, Civil District of said county, being all of Lot No. 5 on the unrecorded plan of B. F. Bixler's lots, described according to a survey made by John Wilkes, Civil Engineer, May 27, 1929, as follows: BEGINNING on the northerly margin of Old Hickory Boulevard at the southeast corner of Dan Pharris' lot; thence with Pharris' westerly line northwardly 400 feet to a point in an unnamed street; thence eastwardly along the southerly boundary of said unnamed street a distance of 60.4 feet to a point; thence northwardly a distance of 400 feet to a point in the northerly margin of Old Hickory Boulevard Road; thence eastwardly along said lot 60.4 feet to the point of beginning.
BEING the same property conveyed to O. M. Holmes, by deed of record in Book 1358, page 89, Register's Office for Davidson County, Tennessee; the said O. M. Holmes having since died, and pursuant to his Last Will and Testament, the said property vests in Odessar M. Holmes, she having since married and now being Odessa Holmes Madison.

INCLUDED in the above described property, but EXPRESSLY EXCLUDED therefrom is a portion of the said premises conveyed to State of Tenenssee by deed from Odessa M. Holmes, of record in Book 4079, page 595, Register's Office for Davidson County, Tennessee, described as follows:
BEING a part of Lot No. 17 on the unrecorded plan of the B. F. Bixler's Lots, described according to a survey made by John Wilkes, Civil Engineer, May 27, 1929, as follows: BEGINNING at a point in the Northwesterly corner of the property of the heirs-at-law of Mary Etta Holmes Burton, said point being also in the Southerly margin of Burrwood Drive, running Easterly 60.4 feet, more or less, along said Southerly margin of Burrwood Drive, to a point; thence running S 7° 15' E 202 feet, more or less, to a point; thence running Westerly 60.4 feet, more or less, to a point on the grantor's Westerly boundary line; thence running Northerly 200 feet along the grantor's Westerly boundary line back to the point of beginning; containing 0.31 acres, more or less, and being part of the property vested in the heirs-at-law of Mary Etta Holmes Burton, deceased, deed of record in Book 1290, page 220, Register's Office for Davidson County, Tennessee.

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.

04/25 1990 CHECK

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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 ROBERT F. BUTT AND WIFE, KATHY SUE BUTT, hereinafter referred to as trustors, hereby transfer and convey unto VICKY V. KLEIN, Trustee, her succesors 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 insurable, 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 her 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 or 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 her 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 Courthouse 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 her 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 her. 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 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.

Witness our hands this 20th day of April, 1984.

Odessa Holmes Madison
ODESSA HOLMES MADISON

Robert F. Butt
ROBERT F. BUTT

Kathy Sue Butt
KATHY SUE BUTT

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ODESSA HOLMES MADISON; and ROBERT F. BUTT AND WIFE, KATHY SUE BUTT, 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 this the 20th day of April, 1984.

Vicky V. Klein
NOTARY PUBLIC

My commission expires: 4/19/87

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

The actual consideration or value whichever is greater for this transfer is $29,000.00.

Odessa Holmes Madison
AFFIANT

Sworn to and subscribed before me this 20th day of April, 1984.

Vicky V. Klein
NOTARY PUBLIC

My commission expires: 4/19/87

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ICENTIF. REFERENCE

APR 26 8 11 AM '84

RUSH

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

RECEIVED OF _____

FOR _____

BOOK 6278 PAGE 692

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

290[illegible].00- CAMT.
240[illegible].00- MAMT.
75.40 CSTAX
20.00 MSTAX
.50 PRFEE
5.00 MDEED
CHECK 106.90-
1527A04/26/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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I — ID — AP 26 8 11 AM '84 — REGISTER — ENTIF. REFERENCE

No. 31191