

599
Person or agency responsible
for payment of taxes:

Hayte Odom
(name of person or agency)

623 W. Broad
(address of above party)
Smithville, Tenn

I, or we, hereby swear or affirm that
the actual consideration for this transfer
or the value of the property transferred,
whichever is greater, is \$ 15,000,
which amount is equal to or greater than
the amount which the property transfer-
red would command at a fair voluntary
sale.

Hayte Odom
Affiant

Sworn to and subscribed before me this
the 22 day of Nov, 1977.

Charles Tropp
NOTARY PUBLIC or REGISTER OF DEEDS
My comm. expires: 7-21-1979

CITY OF SMITHVILLE, TENNESSEE

TO DEED

HOYTE ODOM, ET UX.

This instrument was prepared upon
information furnished by the parties by:

J. Hilton Conger, Attorney
200 South Third Street
Smithville, Tennessee 37166

FOR AND IN CONSIDERATION of the sum of Fifteen Thousand
Dollars (\$15,000), cash in hand paid to the undersigned, the receipt of
which amount being hereby acknowledged, CITY OF SMITHVILLE, TENNESSEE,
a municipal corporation, has this day bargained and sold, and does hereby
transfer and convey, unto HOYTE ODOM and his wife, JOANN ODOM,
their heirs and assigns, certain lands situated in the 4th (formerly 9th)
Civil District of DeKalb County, Tennessee, described as follows:

Being Parcel No. 6, Section 2 of the Smithville-
DeKalb County Industrial Park as shown on plat
of record in Plat Book No. 2, page 42, Register's
Office, DeKalb County, Tennessee, to which
plat reference is hereby made for a more
particular description.

The above-described property is subject to a
public utility easement, 80 feet in width, running
parallel and adjacent to the west right-of-way of
Allen's Chapel Road.

A portion of the above-described property
adjacent to the Smithville Municipal Airport is
subject to a clearing and/or tree cutting easement
which is held by the City of Smithville, Tennessee,
owner and operator of the Smithville Municipal
Airport, and is for the use and benefit of the public,

the timber rights, and the right of ingress and egress for the purpose of cutting and removing any and all type of timbers which are now and may hereafter become a danger or hazard to the air approach of the Smithville Municipal Airport. The power to determine the existence of a danger or hazard is vested in the City of Smithville, Tennessee, and its successors.

Being a portion of the same lands described in conveyance from Toy Maxwell, et ux. to City of Smithville, Tennessee, under date of January 21, 1970, of record in Deed Book E-4, page 408, Register's Office, DeKalb County, Tennessee.

This conveyance is also made subject to the declaration of restrictions as of record in Deed Book D-5, pages 639-642, Register's Office, DeKalb County, Tennessee, which restrictions are incorporated herein by reference thereto.

TO HAVE AND TO HOLD said lands, including the appurtenances thereon situated, and all the right, title, estate and interest thereto belonging, to the said HOYTE ODOM and his wife, JOANN ODOM, their heirs and assigns, forever.

Grantor covenants with the grantees herein that it is lawfully seized and possessed of said lands in fee simple; that it has a good and lawful right to convey same; that same are unencumbered; and it does warrant and will forever defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, grantor has caused this instrument to be executed by its duly authorized officials on this the 17th day of November, 1977.

City of Smithville
GRANTOR
BY: Charles G. Smith
MAYOR
BY: Cecil Bengar
SECRETARY

009

107
601
STATE OF TENNESSEE

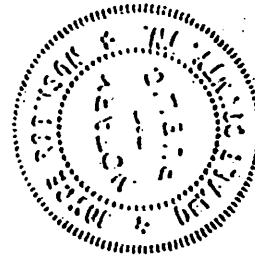
COUNTY OF DeKALB

Before me, a Notary Public in and for the state and county
aforesaid, personally appeared CHARLES E. GENTRY and CECIL BURGER, with whom
I am personally acquainted, and who, upon oath, acknowledged themselves
to be mayor and secretary, respectively, of City of Smithville, Tennessee,
the within named bargainor, a municipal corporation, and that they, as
such mayor and secretary, being authorized so to do, executed the foregoing
instrument for the purposes therein contained, by signing the name of
the corporation by themselves as mayor and secretary, respectively.

IN WITNESS WHEREOF, I hereunto affix my signature and seal
of office in Smithville, Tennessee, on this the 22ND day of November, 1977.

Joyce Robison
NOTARY PUBLIC

My commission expires: April 23, 1978



STATE OF TENNESSEE, DEKALB COUNTY

The foregoing instrument and certificate were noted in
Note Book. 4 Page 22 At 1:45 o'clock PM 11-22-1977
and recorded in H-5 Book Deak Series 599
State Tax Paid \$ 39.00 Fee 50 Recording Fee 6.00
Total \$ 45.50 Receipt No. 10284
Witness My Hand..

11/22/77

H. A. Young
Register