# Installment Deed

THIS INSTRUMENT PREPARED BY:
Bass, Berry & Sims (WBJ)
2700 First American Center
Nashville, Tennessee 37238

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Mid-South Caretaker of Tennessee, Inc. | Same | P/O 86-175 |
| (NAME) 4275 CENTRAL PIKE | (NAME) | |
| (STREET ADDRESS OR ROUTE NUMBER) HERMITAGE, TN, 37076 | (STREET ADDRESS) | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

BOOK 5913 PAGE 540

*FOR AND IN CONSIDERATION of the sum of* Twenty-Nine Thousand Two Hundred Twenty ($29,220) *Dollars,*

*of which* Two Thousand Nine Hundred Twenty-Two ($2,922) *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the* remaining Twenty-Six Thousand Two Hundred Ninety-Eight ($26,298) *Dollars,*

Mid-South Caretaker of Tennessee, Inc.,

a Tennessee corporation has executed its promissory note of even date herewith in the amount of Twenty-Six Thousand Two Hundred Ninety-Eight Dollars ($26,298), which indebtedness bears interest at the rate of twelve percent (12%) per annum and is payable to the order of McDowell Materials Corporation, with Two Thousand Nine Hundred Twenty-Two Dollars ($2,922) being due ninety (90) days from the date hereof and the remaining Twenty-Three Thousand Three Hundred Seventy-Six Dollars ($23,376) being payable in seven (7) equal annual installments of Three Thousand Three Hundred Thirty-Nine Dollars and Forty-Three Cents ($3,339.43) each, the first of said installments being due one year from the date hereof and the others being due on the same day of each year thereafter until the indebtedness evidenced by said note is paid in full

*and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and* any and all extensions or renewals thereof, notes given in payment of interest, an*attorney fees, a lien is expressly retained on the land herein conveyed,* McDowell Materials Corporation,

a Tennessee corporation,

has *this day bargained and sold, and hereby transfer and convey unto the said* Mid-South Caretaker of Tennessee, Inc., a Tennessee corporation, its

*(successors), and assigns,*

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

A tract of land in the 2nd Civil District of Metropolitan Nashville, Davidson County, Tennessee, being located east of Central Pike and south of Hermitage Industrial Drive and being Lot 5, Section 3, Hermitage Industrial Park of record in Book 5800, page 81 , Register's Office of Davidson County, Tennessee, which property is more fully described as follows:

Beginning at an iron pin on the northeasterly margin of Central Pike at the most southerly return of Hermitage Industrial Drive, as shown on the plat of Hermitage Industrial Park, Section 1, of record in Book 4300, Page 28, R.O.D.C., Tennessee; thence,

1) Northerly with a curve to the right having a radius of 25.0' and a central angle of 86° 39' 12" (and a chord bearing and distance of N 6° 34' 26" W, 34.31'), a distance of 37.81' to an iron pin on the southerly margin of Hermitage Industrial Drive; thence,

2) With the southerly margin of Hermitage Industrial Drive, N 36° 46' E, a distance of 83.73' to an iron pin; thence,

3) With a curve to the right having a radius of 741.69' and a central angle of 22° 00' (and a chord bearing and distance of N 47° 45' 54" E, 283.04'), a distance of 284.79' with the southerly margin of Hermitage Industrial Drive to an iron pin; thence,

4) With the southerly margin of Hermitage Industrial Drive, N 58° 46' E, a distance of 40.00' to an iron pin; thence,

5) S 86° 56' E, a distance of 326.08' to an iron pin; thence,

6) S 23° 39' 30" E, a distance of 35.00' to an iron pin in the west line of Lot 4, Section 1, Hermitage Industrial Park, Subdivision No. 69-157-G, of record in Book 4300, Page 28, R.O.D.C., Tennessee; thence,

7) With the west line of said Lot 4, S 8° 19' E, a distance of 273.0' to an iron pin in the north line of the property conveyed to Lambert Bros., Inc. by deed of record in Book 2397, Page 23, R.O.D.C., Tennessee; thence,

8) With Lambert Bros., Inc. north line, an old fence post line, S 77° 46' W, a distance of 571.2' to an iron pin on the easterly margin of Central Pike; thence,

9) With the easterly margin of Central Pike, northwesterly with a curve to the left having a radius of 1196.3' and a central angle of 7° 28' (and a chord bearing and distance of N 45° 34' 54" W, 155.79') a distance of 155.90' to an iron pin; thence,

10) N 40° 41' E, a distance of 15.00' making an offset in the margin of Central Pike to an iron pin; thence,

11) With the easterly margin of Central Pike, northwesterly with a curve to the left having a radius of 1211.3' and a central angle of 0° 35' 08" (and a chord bearing and distance of N 49° 36' 28" W, 12.38') a distance of 12.38' to the point of beginning and containing 4.85 acres.

Being a portion of the property conveyed to Road Builders, Inc. of Tennessee by warranty deed from Roscoe B. McDowell, Sr., Charles W. McDowell, Sr., Robert A. McDowell, Sr., and Ernest C. Onks of record in Book 4433, page 487, said Register's Office, the name of Road Builders, Inc. of Tennessee having been changed to McDowell Materials Corporation by Charter Amendment of record in Book 5570, page 280, said Register's Office.

This conveyance is expressly subject to the following:

1) The terms of a right-of-way deed from Torrey W. Dodson to Davidson County, and the right to fill slopes extending beyond the right-of-way granted therein, of record in Book 2294, page 464, Register's Office of Davidson County, Tennessee.

2) Restrictions and conditions shown on the recorded plat of Lot 5, Section 3, Hermitage Industrial Park of record in Book 5800, page 81 , said

Register's Office, including drainage and utility easements, restrictions as to the approved building area and minimum floor elevation, conditions pertaining to sewage absorption systems, and the existence of a flood plain covering a portion of the property described above.

McDowell Materials Corporation hereby grants to Mid-South Caretaker of Tennessee, Inc. a temporary access easement over the property hereinafter described for the purpose of transporting fill to the easterly part of the property hereinabove described. Mid-South Caretaker of Tennessee, Inc. covenants that its use of said easement will not interfere with the use of said easement area by McDowell Materials Corporation, or any company affiliated with it, and Mid-South Caretaker of Tennessee, Inc. further covenants not to damage said easement area and agrees to repair any damage to said easement area done by its agents, employees, contractors, or others using said easement area at its direction. Said temporary easement shall continue as long as the said Mid-South Caretaker of Tennessee, Inc. shall need the use thereof; provided, however, if said temporary easement has not terminated, it shall terminate upon the earlier of (1) notice from McDowell Materials Corporation, or any of its affiliated companies, that it needs said property for the construction of parking area or other improvements over said property, or (2) the date when Mid-South Caretaker of Tennessee, Inc. ceases to own the property herein conveyed. Said easement is over the following area:

A 40' temporary easement for access across property designated as the Reserved Parcel A on the plat of Lot 5, Section 3, Hermitage Industrial Park, of record in Book 5800, page 81 , said Register's Office, in the 2nd Civil District of Metropolitan Nashville, Davidson County, Tennessee, and said easement area being more fully described as follows:

Beginning at a concrete monument in the southerly margin of Hermitage Industrial Drive (a 60' right-of-way) said monument being 408.52' northeasterly along the southerly margin of Hermitage Industrial Drive from the northerly terminus of the most southerly return of Central Pike, said monument also being the northwest corner of said Lot 5, Section 3, Hermitage Industrial Park; thence,

1. With the southerly margin of Hermitage Industrial Drive, N 58° 46' E, a distance of 70.98' to a point; thence,

2. Leaving said margin, S 86° 56' E, a distance of 247.30' to a point; thence,

3. S 23° 39' 30" E, a distance of 44.78' to an iron pin; thence,

4. N 86° 56' W, a distance of 326.08' to the point of beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 29,220.00

Subscribed and sworn to before me, this the 21st day of July, 1981

Affiant

My commission expires: October 20, 1985

(Affix Seal)

Notary Public

unimproved (X)
This is improved ( ) property, known as Central Pike, Hermitage, 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* Mid-South Caretaker of Tennessee, Inc., its *(successors), and assigns forever. Grantor covenant that* it is *lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered,* except as set forth above.

Grantor *further covenant and bind* s itself, its successors and assigns *to warrant and forever defend the title to said real estate to said* Mid-South Caretaker of Tennessee, Inc., its *(successors), 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* Mid-South Caretaker of Tennessee, Inc., *hereinafter referred to as trustors, hereby transfer and convey unto* William W. Berry, Jr., *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* $ 26,298 *, 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 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 have caused this instrument to be executed by their duly authorized officers on the dates indicated in the acknowledgements below, to make this conveyance on the 21st day of July, 1982.

McDOWELL MATERIALS CORPORATION

By: _____

ATTEST:

_____

MID-SOUTH CARETAKER OF TENNESSEE, INC.

By: _____

ATTEST:

_____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 5913 PAGE 545

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Raymond C. Czarnecki and Jacob A. Ruxer, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the President and Secretary-Treasurer, respectively, of McDowell Materials Corporation, the within named bargainor, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by the said Raymond C. Czarnecki as President, and attesting the same by the said Jacob A. Ruxer as Secretary-Treasurer.

WITNESS my hand, at office in Nashville, Davidson County, Tennessee, this 19th day of July, 1982.

Notary Public

My Commission Expires:

January 20, 1985

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Odell Kegg Binkley and Mary Evelyn Binkley, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the President and Secretary-Treasurer, respectively, of Mid-South Caretaker of Tennessee, Inc., the within named bargainor, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by the said Odell Kegg Binkley as President, and attesting the same by the said Mary Evelyn Binkley as Secretary-Treasurer.

WITNESS my hand, at office in Nashville, Davidson County, Tennessee, this 21st day of July, 1982.

Notary Public

My Commission Expires:

October 20, 1985

T.A. 0.6 E.7.

IDENTIF. REFERENCE

JUL 21 11 02 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

RECEIVED OF BOOK 5913 PAGE 546

FOR

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 29220.00- CO | |
| | | | 26298.00- MO | |
| | | | 75.92 CO TX | |
| | | | 24.30 MO TX | |
| | | | .50 PRFEE | |
| | | | 18.00 WDEED | |
| | | | CHECK | 118.72- |
| 905 | A07/21/82 | | BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 0 0 6 0 7

IDENTIF. REFERENCE

JUL 21 11 02 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 892557