Dewey W. Pedigo

Installment Deed

The Law Firm Pedigo & Scandon
Stahlman Building: Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Soil Products, Inc.	same	86-52
(NAME) 3603 Central Pike	(NAME)	4D-10305
P.O. (STREET ADDRESS OR ROUTE NUMBER) 145; Hermitage, Tenn. 37076	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of one hundred thousand and no/100 ($100,000.00) ---------- Dollars, of which twenty-five thousand and no/100 ($25,000.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder seventy-five thousand and no/100--- (75,000.00)---------- Dollars,

Soil Products, Inc. ha S. executed a note payable to the order of Mid-South Caretakers of Tennessee,Inc., in the principal amount of $75,000.00 payable on or before ten years from even date plus interest at rate of 10% per annum.

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.

Mid-South Caretakers of Tennessee, Inc., have this day bargained and sold, and do hereby transfer and convey unto the said Soil Products, Inc., its (successors), and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in the 4th Civil District of Davidson County, Tennessee, being bound on the southeast by Louisville and Nashville Railroad, northeast by Central Pike, northwest by property owned by Robert I. Baltz, Jr., Trustee by Deed Book 4933, page 136, said Register's Office, and on the southwest by property owned by Webb M. Watters by Deed book 5874, age 100, said Register's Office, said property contains 25.67 acres, more or less.

BEING same property conveyed to Mid-South Caretakers of Tennessee Inc., by deed from Betty Ann Dodson Morgan, et al, of record in Book 6367, page 192, Register's Office for Davidson County, Tennessee.
This conveyance is made subject to a Lease Agreement and grant of easement between Hattie May Dodson, Sara Dodson Stanford and Betty Anne Dodson Morgan Lessors and Mid-South Division of Vulcan Materials Company, dated March 23, 1971, and of record in Book 4492, page 260, Register's Office for Davidson County, Tennessee, and as amended in Book 5778, page 956, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 100,000.00

Subscribed and sworn to before me, this the 22nd day of Oct 19 84

John M. Burkley
Affiant

My commission expires: 11/10/87
(Affix Seal)

Notary Public

unimproved ( )
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 Soil Products, Inc. (successors), heirs and assigns forever. it covenant that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.
it further covenant and bind itself its heirs and representatives, to warrant and forever defend the title to said real estate to said Soil Products, Inc. (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 Lon 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 Soil Products, Inc., hereinafter referred to as trustors, hereby transfer and convey unto Dewey W. Pedigo, 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 $, 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 such litigation.

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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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The words "Trustors" when used herein shall apply to parties both singular and plural.

Witness Our *hand* S *this* 23rd *day of* Oct, *19* 84, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

SOIL PRODUCTS, INC.

BY: Elizabeth Ann Smith President
Elizabeth Ann Smith, President

MID-SOUTH CARETAKER OF TENNESSEE, INC.

BY: Odell Regg Binkley Pres.
Odell Regg Binkley, President

RUSH

FELIX Z. WILSON
REGISTER
DAVIDSON COUNTY, TN

Nov 13 12 53 PM '84

IDENTIF. REFERENCE

16317.2

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Odell Binkley Jr. a Notary Public in and for the State and County aforesaid, personally appeared Odell Regg Binkley with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of the Mid-South Caretaker of Tennessee, Inc. a corporation, and that he as such President executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President

Witness my hand and official seal at Hermitage, Tennessee this 23rd day of Oct, 1984.

Odell Binkley Jr. Notary Public at Large

Commission Expires 11/10/84

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Odell Binkley Jr. a Notary Public in and for the State and County aforesaid, personally appeared Elizabeth Ann Smith with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of the Soil Products, Inc. a corporation, and that he as such President executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President

Witness my hand and official seal at Hermitage, Tennessee, this 23rd day of Oct, 1984.

Odell Binkley Jr. Notary Public at Large

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

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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

100000.00- CAMT.
75000.00- MAMT.
260.00 CSTAX
73.00 MSTAX
.50 PRFEE
6.00 WDEED
CHECK 339.50-

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK .00

16 3 1:7.2

IDENTIF. REFERENCE T

Nov 13 12 53 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.0084804