INSTALLMENT DEED

For and in Consideration of the sum of forty-five thousand and no/100---------

($45,000.00)----------Dollars,

of which none Dollars,

has been paid in cash by Herman F. Odum, Jack D. Odum, Herbert E. Odum, and Hamilton Cartwright Jr.
the receipt of which is hereby acknowledged, and for the remainder forty-five thousand and

no/100----------Dollars,

the said Herman F. Odum, Jack D. Odum, Herbert E. Odum and Hamilton Cartwright Jr. have

executed an Installment Deed note payable to the order of Soil Products, Inc., in the principal amount of forty-five thousand and no/100 ($45,000.00 Dollars. Said note is payable in 5 equal annual installments of $9,000.00 plus interest at the rate of 12 per cent per annum. First installment being due and payable one year from even date and thereafter on the same date each year a like amount until paid in full.

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed,

Soil Products, Inc.

have this day bargained and sold, and do hereby transfer and convey unto the said Herman F. Odum, Jack D. Odum, Herbert E. Odum, and Hamilton Cartwright, Jr. their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Land lying and being in the 4th Civil District of Davidson County, Tennessee, and described according to an unrecorded survey made by John D. McCormick on 11-13-84, as follows: BEGINNING at point in the southerly margin of the right-of-way of Central Pike, said point being 100 feet west of the center line of a railroad track of Seaboard System Railroad; thence in a northwesterly direction along the southerly margin of the right-of-way of Central Pike 250 feet to an iron pin; thence, S. 73 degrees 50 minutes W 485 feet to an iron pin; thence S 22 degrees 44 minutes E 665.71 feet to an iron pin; thence N 29 degrees 28 minutes, E. 581.7 feet to the point of beginning containing 5.08 acres more or less.

BEING part of the property conveyed to Soil Products, Inc., by deed from Mid-South Caretakers of Tennessee, Inc., of record in Book 6424, page 567, Register's Office 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.

We, Kathleen Odum, wife of Herman F. Odum, Geneva Odum, wife of Jack D. Odum, Jeanell C. Odum, wife of Herbert E. Odum and Linda S. Cartwright, wife of Hamilton Cartwright, Jr., join the execution of this instrument for the purpose of conveying our interest in said property but no further or otherwise.

This is unimproved ( ) improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

12/16/72 50- CHECK

5357

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Herman F. Odum, Jack D. Odum, Herbert E. Odum and Hamilton Cartwright, Jr. their 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, except as recorded in Register's Office, Davidson County, Tennessee. It further covenant and bind itself its heirs and representatives, to warrant and forever defend the title to said real estate to said Herman F. Odum, Jack D. Odum, Herbert E. Odum and Hamilton Cartwright, Jr., their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to Herman F. Odum, Jack D. Odum, Herbert E. Odum in hand paid, we, the said and Hamilton Cartwright, Jr. do 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, for the purposes aforesaid, only.

We Herman F. Odum, Jack D. Odum, Herbert E. Odum, and Hamilton Cartwright, Jr., the said do hereby 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 at least the sum of the insurable value until the notes herein secured are 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 and holder of said notes, as his interest may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said Herman F. Odum, Jack D. Odum, Herbert E. Odum, and Hamilton Cartwright, Jr. shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; if we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 Herman F. Odum, Jack D. Odum, Herbert E Odum and Hamilton Cartwright, Jr. 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Dewey W. Pedigo, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship..

IN WITNESS WHEREOF, we, the said SOIL PRODUCTS, INC. and Herman F. Odum, Jack D. Odum, Herbert E. Odum, and Hamilton Cartwright, Jr.. hereunto set our hands at Nashville, Tennessee, this the 30th day of November 1984

Soil Products Inc

SOIL PRODUCTS, INC.

BY: Elizabeth Ann Smith, President

Elizabeth Ann Smith, President

Hamilton Cartwright Jr. Linda S. Cartwright

Herman F. Odum Kathleen Odum

Jack D. Odum Geneva C. Odum

Herbert E. Odum Jeanell C. Odum

STATE OF TENNESSEE

Davidson **County**

Personally appeared before me, Odell Bentley Jr., a Notary Public in and for said County and State, the within named Herman F. Odum, and wife, Kathleen Odum Jack D. Odum and wife, Geneva Odum, Herbert E. Odum and wife Jeanell C. Odum, and Hamilton Cartwright, Jr., and wife, Linda S. Cartwright, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 30th day of November, 1984

Odell Bentley Jr., Notary Public

Commission Expires 11-30-88

STATE OF TENNESSEE

Davidson **County.**

Before me, Odell Bentley 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 her/~~himself~~ to be the President of the Soil Products, Inc., a corporation, and that she/~~he~~ as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by herself/~~himself~~ as President.

Witness my hand and official seal at Nashville, Tennessee, this 30th day of November, 1984

Odell Bentley Jr., Notary Public

Commission Expires 11-30-88

STATE OF TENNESSEE
COUNTY OF _____

BOOK 6451 PAGE 175

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

17092

IDENTIF. REFERENCE

DEC 18 12 10 PM '84

FELIX A. DUGGER II REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM
SOIL PRODUCTS, INC.

TO
Herman F. Odum, Jack D. Odum, Herbert E. Odum and Hamilton Cartwright, Jr.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

PEDIGO & SAINDON

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Herman Odum Et al (NAME)	Same (NAME)	Part of
225 Donelson Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	86-52
Nashville Tn. 37214 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This Instrument Was Prepared By
Dewey W. Pedigo
Of The Law Firm Pedigo & Saindon
Stahlman Building, Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 45,000.00 _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF November, 1984

_____ Notary Public

MY COMMISSION EXPIRES: 11-30-88

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

BOOK 6451 PAGE 176

RECEIVED OF _____

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
			45000.00- CAMT.	
			45000.00- MAMT.	
			117.00 CSTAX	
			43.00 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	172.50-
6367A	12/18/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 7 0 9 2 1

IDENTIF. REFERENCE

Dec 18 12 10 PM '84

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

No. 94161