BOOK 8809 PAGE 480

This Form. furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Charles D. Spurlock and wife,
Virginia Faye Spurlock

TO

P & W Produce Co., Inc.,
a Tennessee Corporation

For draftsman's use

THIS INSTRUMENT PREPARED BY:
T. LARRY EDMONDSON
ATTORNEY AT LAW
SECOND FLOOR, 808 BROADWAY
NASHVILLE, TN 37203

mail

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
P & W Produce Co., Inc. (NAME)	Same Charles D. Spurlock (NAME)	082-09-100
1416 4th Avenue North (STREET ADDRESS OR ROUTE NUMBER)	5964 Lickton Pike (STREET ADDRESS)	
Nashville, TN (CITY) (STATE) (P. O. ZIP)	Goodlettsville, TN 37027 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

7.22.3.3.

IDENTIFICATION REFERENCE

DEC 9 1 57 PM '92

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 100,000.00 _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF December, 19 92

_____ Notary Public

MY COMMISSION EXPIRES: 3-23-94

(AFFIX SEAL)

NOTARY PUBLIC STATE OF TENNESSEE

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED THOUSAND AND NO/100---------- DOLLARS

of which $ NONE has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees shall execute an installment deed note of even date in the principal amount of $100,000.00 payable in 60 consecutive monthly payments beginning January 1, 1993 in the amount of $999.84 with the sixtieth being a balloon payment in the amount of $88,106.05. Said payments include interest at the rate of 10.0% per annum.

9999 12/09 0101 03CHECK 491.70

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Charles D. Spurlock and wife, Virginia Faye Spurlock

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

P & W Produce Co., Inc.

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lots 8 and 9 in P.A. Smith's Subdivision as shown by plan book No. 57, page 38 of the Register's Office of said County.

Said property begins at a point at the northwest corner of said Lot 9 running thence southward with the east margin of Cherry Street 62-1/2 feet to a point; thence eastward at right angles to Cherry Street 94-1/2 feet to a point or partition fence; thence northward with the line of said fence 88-1/2 feet to a point on the south margin of McGavock Street just 91-3/4 feet to Cherry Street, eastward, thence westward 91-3/4 feet to Cherry Street at the point of beginning.

Being part of the same property conveyed to Charles D. Spurlock by Deed from Grand Western Food Brokers, Inc. of record in Book 5462, Page 421, Register's Office for Davidson County, Tennessee. Also being part of the same property in which Virginia Faye Spurlock conveyed all of her right, title and interest, if any, both past, present and future to Charles D. Spurlock by Quitclaim Deed of record in Book 7547, Page 840, Register's Office for said County.

This is unimproved ( ) improved (X) property, known as 1416 4th Avenue N., Nashville, TN
(House Number) (Street) P. O. Address (City or Town) (Postal Zone)

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 100,000.00."

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, 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 us in hand paid, we the said grantees herein do hereby transfer and convey unto T. Larry Edmondson of Davidson County, Tennessee 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, the said grantees, 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 $ fully 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 we 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 grantees, 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, 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 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 the grantors herein, their heirs, representatives or assigns.

BUYER AGREES TO ASSUME PAYMENT OF 1992 PROPERTY TAXES.

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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 4th day of December, 19 92.

Charles D. Spurlock

Virginia Faye Spurlock

P & W Produce Co., Inc.
BY: Gary Phillips, President
Gary Phillips, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named Charles D. Spurlock and wife, Virginia Faye Spurlock, 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 purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 4th day of December, 1992.

Lisa S. Rucker, Notary Public

Commission expires 3-23-96

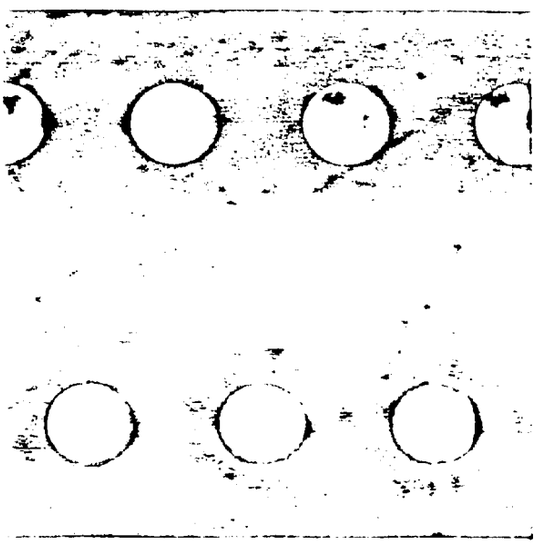
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Gary Phillips with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of the P & W Produce Co., Inc., the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal, at office in Nashville, Tennessee this 4th day of December, 1992.

Lisa S. Rucker, Notary Public

Commission expires 3-23-96



OFFICIAL RECEIPT

FELIX Z WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8809 PAGE 482

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
			CAMT	
				100000.00
			MAMT	
				100000.00
			CON TX	370.00
			MOR TX	112.70
			PRFEE	1.00
			WDEED	8.00
			TOTAL	491.70
			CHECK	491.70
		12/09/92	01	13:55 0001 9999

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.2.2.3.3

IDENTIFICATION REFERENCE

DEC 9 1 57 PM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 599225