This instrument prepared by:
Don L. Smith, Attorney
Home Federal Tower
Nashville, Tennessee 37219

Installment Deed

B3503 59 PAGE 974

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Peter Buschauer (NAME)	Peter Buschauer (NAME)	To be assigned.
Same (STREET ADDRESS OR ROUTE NUMBER)	120A Pethus Rd (STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	Antioch (CITY) (ZONE) 37213 Tenn (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty-Five Thousand ($35,000.00)----

---*Dollars,*

of which Twenty-Six Thousand ($26,000.00)----------

---*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Nine Thousand ($9,000.00)-----

---*Dollars,*

Peter Buschauer

has executed

one (1) promissory note of even date herewith in the principal amount of Nine Thousand ($9,000.00) Dollars, payable to the order of McDowell Development Corporation, in three (3) equal annual installments of principal, together with interest on the unpaid balance, at the rate of eight and one-half (8 1/2%) percent per annum, with the first installment of principal and interest due one (1) year from date hereof, which note may be prepaid in part or in full at any time,

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, McDowell Development Corporation, a Tennessee corporation, has

~~XXX~~ *this day bargained and sold, and do hereby transfer and convey unto the said* Peter Buschauer, his

(successors), heirs and assigns,

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

Land in the 5th Civil District of Davidson County, Tennessee, being Lot No. 1 on the plan of Interchange City Industrial Park, Section 18, as of record in Book 4860, page 127, Register's Office for said County, described as follows:

Beginning at a point in the easterly margin of Heil Quaker Boulevard, said point being 430.0 feet north of the center line of Corporate Place as measured along the easterly margin of Heil Quaker Boulevard; thence along the easterly margin of Heil Quaker Boulevard N 4 deg. 15' E, a distance of 200.0 feet to a point; thence leaving the margin of Heil Quaker Boulevard S 86 deg. 57' E, a distance of 500.0 feet to a point; thence S 4 deg. 15' W, a distance of 200.0 feet to a point; thence N 86 deg. 57' W, a distance of 500.0 feet to the point of beginning.

Being part of the same property conveyed to McDowell Development Corporation by deed from Lawson B. Nelson and wife, Sophia M. Nelson, recorded in Book 4549, page 221, Register's Office for said County.

This conveyance is subject to the following:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 35,000.00

Subscribed and sworn to before me, this the 20 day of August 1976

Affiant

My commission expires: 4/26/78 (Affix Seal)

Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

A ten-foot drainage and utility easement along the northerly, easterly and southerly boundary line of lot and a 20-foot drainage and utility easement along the westerly boundary line of the same, and conditions of owner's certificate as shown on Plan of record in Book 4860, page 127, Register's Office for Davidson County, Tennessee.

Restrictive covenants contained in an instrument of record in Book 4673, page 508, Register's Office for Davidson County, Tennessee.

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 Peter Buschauer, his ..... *(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.,* except for 1976 taxes which are prorated and assumed by Grantee and as otherwise noted herein.

It *further covenant and bind* itself, its, ... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Peter Buschauer, his ..... *(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 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 Peter Buschauer and wife, Sheila Buschauer ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Don L. Smith, ..., *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.

BOOK 5059 PAGE 976

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 to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 20th *day of* August *19* 76.

McDOWELL DEVELOPMENT CORPORATION

By: Robert A. Smith, President

By: William Sackett Sec-Treas

Peter Buschauer

Sheila Buschauer

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible] *a Notary Public in and for said County and State,* Peter Buschauer, and wife, Sheila Buschauer

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville *Tennessee, this* 20 *day of* August *19* 76

[illegible] *Notary Public*

Commission expires 11-2-78

NOTARY PUBLIC DAVIDSON COUNTY

STATE OF

BOOK 5059 PAGE 977

Before me, ... a Notary Public of the State and
for said County and State, ...

the within named bargainor..., with whom I am personally acquainted, and who acknowledged that.....
executed the within instrument for the purposes therein contained.

Witness my hand and official seal at.....,
this.....day of....., 19.....

.....Notary Public

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, William J. Butler, a Notary Public of the State and
County aforesaid, personally appeared Robert E. Smith and DeWayne Baskette,
with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and
Secretary-Treasurer of the McDowell Development Corporation,
the within named bargainor, a corporation, and that they as such President and Secty-Treas.,
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of
the corporation by themselves as President and Secretary-Treas-

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee,
this 20th day of August, 1976.

William J Butler
Notary Public

Commission expires July 28, 1980

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

AUG23 76	CONV	35,000.00			
AUG23 76	MORT'G	*9,000.00			
AUG23 76	S'TAX		B*	91.00	
AUG23 76	S'TAX		B*	7.00	
AUG23 76	PR'FEE		B*	.50	
AUG23 76	W'DEED		B*	8.00	* 106.50

INSTALLMENT DEED

FROM

TO

D 64399

IDENTIF. REFERENCE

AUG 23 12 23 PM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE