BOOK 5295 PAGE 423

Installment Deed

A. HARRISON JOHNSON, JR., ATTY.
12th FLOOR
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Howard Baer, Inc.	Same	MAP 106-1
(NAME:) P.O. Box 47	(NAME:)	PARCELS 95, 96,
(STREET ADDRESS OR ROUTE NUMBER) MORTON, ILLINOIS 61550	(STREET ADDRESS)	101, 102, 103, 104 & 106
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of -------One Hundred Eighty-Eight Thousand and No/100 ($188,000.00)----------*Dollars, of which* Fifty Thousand and No/100 ($50,000.00)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Hundred Thirty-Eight Thousand and No/100 ($138,000.00)----------*Dollars,*

HOWARD BAER, INC. has executed a note of even date herewith in the principal amount of $138,000.00 payable in monthly installments as follows: On the 1st day of July, 1978, the sum of One Thousand Two Hundred Sixty-Four and 8/100 ($1,264.08) Dollars and a like amount on the same day of each succeeding month for 119 consecutive months and said payments include principal and interest on the unpaid principal balance remaining from time to time at the rate of 9 1/4% per annum (simple interest) to be applied first to interest and the balance to principal, with the last payment being due and payable on the 1st day of June, 1988, if not sooner paid. This is a BALLOON NOTE.

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, BROWNING-FERRIS INDUSTRIES OF NASHVILLE, INC.

has ~~have~~ *this day bargained and sold, and* ~~do~~ *hereby transfer and convey unto the said* HOWARD BAER, INC., its *(successors),* ~~heirs~~ XX *and assigns, certain real estate in Davidson County, Tennessee, as follows:*

See attached Exhibit "A".

JUN-78	CONV	90,000.00			
JUN-79	CONV	98,000.00			
JUN-79	MORT'G	90,000.00			
JUN-78	MORT'G	48,000.00			
JUN-78	S'TAX		B*	488.80	
JUN-78	S'TAX		B*	136.00	
JUN-78	PR'FEE		B*	.50	
JUN-79	W'DEED		B*	10.00	* 635.30

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 188,000.00

Subscribed and sworn to before me, this the 6th day of ~~May~~ June, 1978

Affiant

My commission expires: July 21, 1981 (Affix Seal)

Notary Public

This is unimproved (X) improved ( ) property, known as 85 Woodward Street, Nashville, 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 HOWARD BAER, INC. BROWNING-FERRIS INDUSTRIES OF NASHVILLE, INC. its *(successors),* ~~heirs~~ XX *and assigns forever. /* does *covenant that* it is *lawfully seized and possessed of said real estate in fee simple,* ~~has~~ has *a good right to convey it, and that the same is unencumbered.* BROWNING-FERRIS INDUSTRIES, INC. *OF NASHVILLE covenant and bind* itself, its successors and assigns, */* does *further covenant and bind* ~~themselves, their heirs~~ *to warrant and forever defend the title to said real estate to said* HOWARD BAER, INC., its *(successors),* ~~heirs~~ XX *and assigns, against the lawful claims of all persons.* subject to easements, restrictions and other matters of record.

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 HOWARD BAER, INC. *hereinafter referred to as trustors, hereby transfer and convey unto* A. Harrison Johnson, 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 $ 188,000 *, 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 Registers 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.

Witness our hands this 6th day of ~~May~~ June, 19 78, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

HOWARD BAER, INC.

BY: Howard L. Baer

ATTEST: Charles Haynes

BROWNING-FERRIS INDUSTRIES OF NASHVILLE, INC.

BY: L. R. Mehaffey, Pres.

ATTEST: Jean Nugett Asst Secretary

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ... *a Notary Public in 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.....Tennessee, this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* HOWARD BAER and CHARLES HAYNES, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* President & Branch Manager, respectively, *of the* HOWARD BAER, INC., *the within named bargainor, a corporation, and that* they *as such* President & Branch Manager, respectively, *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 & Branch Manager, respectively.

Witness my hand and seal, at office in Nashville *this* 6th *day of* June, 19 78

Susan B. Dearstone
Notary Public

Commission expires Apt. 21, 1981

INSTALLMENT DEED

FROM
BROWNING-FERRIS INDUSTRIES, OF NASHVILLE, INC.

TO
HOWARD BAER, INC.

E 6 9 6 9 7

IDENTIF. REFERENCE

JUN 7 1 22 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
American Trust Bldg.—S. W. Corner Third & Union
NASHVILLE, TENNESSEE 37201

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared L. R. MEHAFFEY and JEAN MIDGET, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be PRESIDENT and ASSISTANT SECRETARY respectively of BROWNING-FERRIS INDUSTRIES OF NASHVILLE, INC., the within named bargainor, a corporation, and that they as such PRESIDENT and ASSISTANT SECRETARY, 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 ASSISTANT SECRETARY.

WITNESS my hand and seal, at office in Nashville, Tennessee, the ~~day and year first above written~~ 6th day of June, 1978.

NOTARY PUBLIC

MY COMMISSION EXPIRES: July 21, 1981.

EXHIBIT A

Tract I; Being Lot No. 58 on the Map of J. M. Eatherly's Resubdivision of the lands of John Woodard, deceased, as of record in Book 332, page 39, Register's Office for said County.

Said Lot No. 58 fronts 50 feet on the northerly side of Woodard Street and runs back between parallel lines 186 feet to an alley.

Being the same property conveyed to Browning-Ferris Industries of Nashville, Inc., by deed from Sam D. Withers and wife, Willie Lee Withers, of record in Book 4770, page 665, Register's Office for Davidson County, Tennessee.

TRACT II: Being Lot No. 59 on the Map of M. J. Eatherly's resubdivision of the land of John Woodard, deceased, in the old 9th Civil District of said County and State, as of record in Book 332, page 39, Register's Office for said County.

Said Lot fronts 50 feet on the northerly side of Woodard Street, and runs back between parallel lines 186 feet to an alley.

Being the same property conveyed to Browning-Ferris Industries of Nashville, Inc., by deed from William N. Dearborn, Trustee, with full power, of record in Book 4776, page 351, Register's Office for Davidson County, Tennessee.

TRACT III: Being Lots Nos. 84, 85, 86 and 87, and part of an alley lying in the rear of said lots, as shown on the map of J. M. Eatherly's Resubdivision of the land of John Woodard, deceased, as of record in Book 332, page 39, Register's Office for said County.

Said Lots 84, 85 front together 100 feet on the southerly side of Woodard Street and extend back between parallel lines 198 feet to the southerly margin of an alley as closed by Ordinance No. 75-1222.

Lots 86 and 87, together with parts of an alley lying south of said lots and east of Lot 87, being described together as follows: BEGINNING at a point in the southerly margin of Woodard Street at the common front corner of Lots 85 and 86; thence with the line between said lots southerly 198 feet to the southerly margin of an alley closed by Ordinance No. 75-1222; thence with the margin of the same easterly 100 feet to the common northerly corner of lots no. 96 and 97 on said plan; thence with the line of said lots extended northerly 8 feet to the center of said alley; thence with center of the same easterly 107.75 feet, more or less, to the center of another alley running north and south; thence with the center of the same northerly 198 feet to the southerly margin of Woodard Street; thence with the margin of the same, westerly 136.6 feet, more or less, to the point of beginning.

Being the same property conveyed to American Dispose-All Co. of Nashville, whose name was changed to Browning-Ferris Industries of Nashville, Inc., by Amendment to Charter recorded in Book 4658, page 592, said Register's Office for Davidson County, Tennessee, by deed from Sanitary Disposal Company, Inc., of record in Book 3340, page 441, said Register's Office, by deed from Myrtle B. Nichols, of record in Book 4912, page 340, said Register's Office, by deed from George W. Cargile and wife, Mattie R. Cargile, of record in Book 4912, page 343, said Register's Office, and by virtue of Ordinance No. 75-1222 of the Ordinances of the Metropolitan Government of Nashville and Davidson County, Tennessee closing certain alleys.

EXHIBIT A

TRACT IV: Being Lots 82 and 83, and part of an alley lying in the rear of said lots, on the Map of J. M. Eatherly's Resubdivision of the land of John Woodard, deceased, as of record in Book 332, page 39, Register's Office for said County.

Said Lots adjoin and front together 100 feet on the southerly side of Woodard Street and extend back between parallel lines 198 feet to the southerly margin of an alley closed by Ordinance No. 75-1222.

Being the same property conveyed to American Sanitary Dispose-All Co., Inc., whose name has been changed to Browning-Ferris Industries of Nashville, Inc., by Amendment to Charter, of record in Book 4658, page 592, said Register's Office, by deed from L. D. Judkins, of record in Book 3983, page 624, said Register's Office, and by deed from Bert R. Rhea and wife, Mary K. Rhea, of record in Book 4912, page 349, said Register's Office, by deed from E. E. Williams and wife, Eura Lee Williams, of record in Book 4912, page 352, and by virtue of Ordinance No. 75-1222 of the Ordinances of the Metropolitan Government of Nashville and Davidson County, Tennessee, closing certain alleys.

TRACT V: Being Lot No. 81 and part of an alley lying in the rear of said lots, on the Map of J. M. Eatherly's Re-subdivision of the John Woodard Lands, as of record in Book 332, page 39, Register's Office for said County.

Said Lot No. 81 fronts 50 feet on the southerly side of Woodard Street and runs back between parallel lines 198 feet to the southerly margin of an alley closed by Ordinance No. 75-1222.

Being the same property conveyed to American Sanitary Dispose-All Company, Inc., whose name has been changed to Browning-Ferris Industries of Nashville, Inc., by Amendment to Charter, of record in Book 4658, page 592, said Register's Office, by deed from L. A. Bozman, and wife, Mary K. Bozman, of record in Book 4611, page 538, said Register's Office, by deed from Annie P. Cargile, of record in Book 4912, page 346, said Register's Office, and by virtue of Ordinance No. 75-1222 of the Ordinances of the Metropolitan Government of Nashville and Davidson County, Tennessee, closing certain alleys.