INSTALLMENT DEED

For and in Consideration of the sum of SEVENTY NINE HUNDRED FIFTY - - - - - - - - (\$7,950.00) and 00/100 - Dollars,

of which Six Hundred (\$600.00) and 00/100 - - - - - - - - - - - - - - Dollars,

has been paid in cash by David M. Howard, Sr., and wife, Leslie Beatrice Howard

the receipt of which is hereby acknowledged, and for the remainder Seventy Three Hundred Fifty (\$7,350.00) and 00/100 - Dollars,

the said David M. Howard Sr., and wife, Leslie Beatrice Howard have executed their one principal, promissory note of even date herewith for the sum of Seventy Three Hundred Fifty (\$7,350) Dollars payable to the order of OURSELVES. Said note is payable in one hundred forty four (144) monthly installments each in the amount of Seventy One Dollars and Seventy Four Cents (\$71.74) including interest at the rate of six per cent (6%) per annum. This being a 12-year plan. The first installment is due on or before the 1st day of August, 1966 and continuing monthly thereafter until all payments of principal and interest have been paid in full. Said payments being applied first to interest and the remainder to the principal. It is agreed that a part of the consideration is that an escrow account be created with the Capitol Realty Company to service the payment of taxes and insurance payable monthly with each installment.
This note has been endorsed, negotiated and assigned for its full face value in due course of trade.
all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Mt. Ararat Cemetery, Inc., a Corporation organized and existing under the laws of the State of Tennessee

have this day bargained and sold, and do hereby transfer and convey unto the said David M. Howard, Sr., and wife, Leslie Beatrice Howard their heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 10 on the Plan of Haynie's Subdivision of Lot No. 40 in O. B. Hayes' Plan of Large Lots, as of record in Book 148, page 433, Register's Office for said County.

Said Lot No. 10 fronts 50 feet on the easterly side of Villa Place and runs back between parallel lines, 150 feet to an alley.

Being the same property conveyed to Mt. Ararat Cemetery, Inc., by deed from Mary Hill Grannum, as of record in Book 114, page 392, said Register's Office.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said David M. Howard, Sr., and wife, Leslie Beatrice Howard their heirs and assigns forever, Mt. Ararat Cemetery, Inc. 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 successors and assigns ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said David M. Howard, Sr., and wife, Leslie Beatrice Howard 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 David M. Howard, Sr., and wife, Leslie Beatrice Howard

do hereby transfer and convey unto W. D. Hawkins, Jr., 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 David M. Howard, Sr., and wife, Leslie Beatrice Howard 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 $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 interst 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 David M. Howard, Sr., and wife, Leslie Beatrice Howard 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, 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. 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 David M. Howard, Sr., and wife, Leslie Beatrice Howard, their 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 W. D. Hawkins, Jr., 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 David M. Howard, Sr., and wife, Leslie Beatrice Howard and Mt. Ararat Cemetery, Inc.

hereunto set our hands at Nashville, Tennessee, this the 1st day of July 1966

David M. Howard, Sr.

Leslie Beatrice Howard

Mt Ararat Cemetery Inc

By [illegible]

STATE OF TENNESSEE
Davidson County

Personally appeared before me, V. H. Dixon, a Notary Public in and for said County and State, the within named David M. Howard, Sr. and wife, Leslie Beatrice Howard

the 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 1st day of July, 1966

V. H. DIXON NOTARY PUBLIC DAVIDSON COUNTY

Commission Expires Feb 6, 1968

[signature], Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 _____

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STATE OF TENNESSEE
Davidson County

Before me, W. H. Dixon, a Notary Public within and for the State and County aforesaid, personally appeared Calvin L. McKissack and W. D. Hawkins, Jr. with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the President and Secretary respectively of the Mt. Ararat Cemetery, Inc. the within named bargainor, a corporation, and that (he) as such President and Secretary, being (they) authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Calvin L. McKissack as such President, and attesting the same by the said W. D. Hawkins, Jr. as such Secretary

Witness my hand and official seal at office at Nashville, Tennessee on this the 1st day of July, 1966

My commission expires Feb 6, 1968

W. H. Dixon
Notary Public

INSTALLMENT DEED

FROM

Mt. Ararat Cemetery, Inc.

TO

David M. Howard, Sr. et ux

Attorneys Title Company
Titles Guaranteed

35708

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN
NASHVILLE, TENN.
JUL 15 1 29 PM '66
BOOK 114 PAGE 480
RECORDING FEE $ 2.75
DEP. REG.

STATE TAX $ 11.43
PROBATE 50
TOTAL $ 12.43
JUL 11 1966

R. E. WORKMAN
COUNTY COURT CLERK
DAVIDSON COUNTY
PAID JUL 11 1966

This deed was prepared by
W. D. Hawkins, Jr., Atty-at-Law
Fisk University
Nashville, Tenn 37208