ADELE AND MABEL MOODY
3701 Old Hydes Ferry Rd

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3701 Old Hydes Ferry Rd

PARCEL NO.
13D-8890

BOOK 4083 PAGE 61

INSTALLMENT DEED

Map. 69-16
Par. 47
PW

For and in Consideration of the sum of Seven Thousand Nine Hundred Fifty and 00/100 ($7,950.00) Dollars,

of which Twelve Hundred Fifty and 00/100 ($1,250.00) Dollars,

has been paid in cash by ~~Mrs.~~ Adele Moody and ~~Mrs.~~ Mabel Moody

the receipt of which is hereby acknowledged, and for the remainder Sixty Seven Hundred and 00/100 ($6,700.00) Dollars,

the said ~~Mrs.~~ Adele Moody and ~~Mrs.~~ Mabel Moody ha ve executed their one promissory note of even date herewith for the principal sum of Sixty Seven Hundred and 00/100 ($6,700.00) Dollars, payable to the order of OURSELVES in 144 consecutive monthly installments of Sixty Five and 39/100, ($65.39) Dollars, each, which sum includes both principal and interest at the rate of 6% per annum, beginning on the fifth day of January, 1967 and thereafter on the same day of each succeeding month until said principal sum and interest thereon are paid in full. This note has been signed, endorsed and negotiated by us 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.

have this day bargained and sold, and do hereby transfer and convey unto the said ~~Mrs.~~ Adele Moody and ~~Mrs.~~ Mabel Moody heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 13th, formerly 23rd Civil District of Davidson County, Tennessee described as follows:

BEGINNING at a point in the center of the Old Hydes Ferry Turnpike Road, at what was formerly W. J. Unerwood's southeast corner and F. A. Treppard's northeast corner and running thence south 57 degrees west with the northerly boundary line of said F. A. Treppard's tract, 207.9 feet to a stone on the west side of a branch; thence down said branch, 100 feet; thence easterly to the center of said Road; thence south 37½ degrees east with the center of said Road, 100 feet to the beginning.
Being property vested as above set-out.

The title to the above described property is subjected to the following encumbrances and/or exceptions as listed herein and shown in Title report # 193540 dated November 21, 1966 of the Tennessee Title Company.

1. Title to that portion of the premises embraced within the bounds of Old Hydes Ferry Road.
2. Easement for the flow of a branch across the rear portion of the premises.
3. 30 foot sewer easement conveyed to Metropolitan Government of Nashville and Davidson County, as of record in Book 3984, page 521, which is across the rear part of the premises.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Mrs. Adele Moody and Mrs. Mabel Moody heirs and assigns forever. Mt. Ararat Cemetery, Inc. covenants 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.

Mt. Ararat Cemetery, Inc. further covenant and bind itself its successors assigns heirs and representatives to warrant and forever defend the title to said real estate to said Mrs. Adele Moody and Mrs. Mabel Moody 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 in hand paid, we, the said Mrs. Adele Moody and Mrs. Mabel Moody

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 Mrs. Adele Moody and Mrs. Mabel Moody

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 Mrs. Adele Moody and Mrs. Mabel Moody 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, 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 Mrs. Adele Moody and Mrs. Mabel Moody 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 Mt. Ararat Cemetery, Inc. and Mxxx Adele Moody and Mxx. Mabel Moody hereunto set our hands at Nashville, Tennessee, this the 5th day of December 1966

Adele Moody

Mabel Moody

MT. ARARAT CEMETERY, INC.

BY: _____ SEC'Y

BY: _____ Vice Pres.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Gwendolyn M. Green, a Notary Public in and for said County and State, the within named XXXX

STATE OF TENNESSEE
Davidson County

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Before me, Gwendolyn M. Green, a Notary Public within and for the State and County aforesaid, personally appeared V. H. Dixon and W. D. Hawkins, Jr. with whom I am personally acquainted and who upon (his oath) (their several oaths) acknowledged (himself) (themselves) to be the Vice President and Secretary respectively of the Mt. Ararat Cemetery the within named bargainor, a corporation, and that (he) (they) as such Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said V. H. Dixon as such Vice 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 5th day of December, 1966

My commission expires My Commission Expires Sept. 3, 1970

Gwendolyn M. Green
Notary Public

INSTALLMENT DEED

FROM
Mt. Ararat Cemetery, Inc.

TO
Mrs. Adele Moody and
Mary Mabel Moody

Attorneys Title Company
Titles Guaranteed

53267

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

NASHVILLE, TENN
DEC 5 3 14 PM '66

RECORDED BOOK 115 PAGE 428
RECORDING FEE $ 2.75
DEP. REG. C

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

STATE TAX $ 1.10
PROBATE .50
TOTAL $ 1.60

DEC 5 1966
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID DEC 5 - 1966

STATE TAX $ 1.10
PROBATE .50
TOTAL $ 1.60

DEC 5 1966
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PAID DEC 5 - 1966