PREPARED BY W.G. TRABER, ATTORNEY, 2525 LEBANON ROAD, NASHVILLE, TENNESSEE

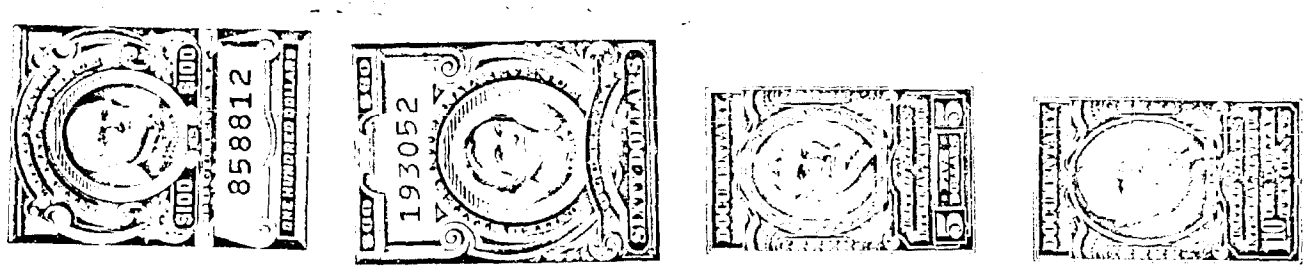
INSTALLMENT DEED

FORM 1003

BOOK 4101 PAGE 70

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Hermitage Memorial Gardens, Inc.	Same	Map 64
(NAME)	(NAME)	P. Par. 24-29
2517 Lebanon Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37214		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of One Hundred Fifty Thousand Nine Hundred Fifteen and No/100 ($150,915.00)---------- DOLLARS of which $ 15,915.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees promise to pay to the order of Jackson Square Development Co., Inc. the principal sum of One Hundred Thirty Five Thousand and No/100 Dollars ($135,000.00) in annual installments as follows: Namely on the 31st day of December, 1967 the sum of $15,000.00 and thereafter a like amount on the 31st day of December of each succeeding year through December 31, 1970, and thereafter the remaining balance of said principal sum on the 31st day of December, 1971.



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,

Jackson Square Development Co., Inc.

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

Hermitage Memorial Gardens, Inc.

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

Land in the 4th Civil District of Davidson County, Tennessee, being Tract No. 3 as shown on a survey made by Hickerson & Pleasant Engineers, dated February 4, 1967.

Starting at a point 2622.5 feet north of the northeast corner of Shute Lane and Lebanon Road, thence north 3° 23' east along the easterly margin of Shute Lane a distance of 628.6 feet to a point; thence north 2° 37' east a distance of 1018.5 feet to the beginning of a curve to the right for a radius of 25° around said curve easterly 40.3 feet to a point in the southerly margin of Sandersville Road; thence south 84° 38' east 1151.2 feet to a point at the beginning of a curve to the left having a radius of 385° a distance of 356.1 feet; thence south 30° 48' east 124.5 feet to an iron pin; thence north 50° 45' east 21.0 feet to an iron pin; thence south 88° 23' east 1034 feet to an iron pin; thence south 4° 20' west 1780.3 feet to a point; thence north 85° 37' west a distance of 2549.8 feet to the point of beginning, and containing 100.61 acres.

Being part of the same property conveyed to Jackson Square Development Co., Inc. by Installment Deed from Stella C. Baker, as of record in Book 3976, page 65, and Gilbert S. Merritt, Jr. and Angie Cantrell Merritt, of record in Book 3976, page 63, Register's Office for Davidson County, Tennessee.

This is (X) unimproved ( ) improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 seised 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 W.G. Traber 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 $_____ 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, 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 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:

PREPARED BY W.G. TRABER, ATTORNEY, 2525 LEBANON ROAD, NASHVILLE, TENNESSEE

BOOK 4101 PAGE 71

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 advise 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 grantees herein, their heirs, 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 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 1 day of Feb., 1967.

Jackson Square Development Co., Inc.
Robert E Baker Pres
Hermitage Memorial Gardens Inc.
By [illegible] Pres.

STATE OF Tennessee
Davidson County

Before me, William G. Traber a Notary Public within and for the State and County aforesaid, personally appeared Robert E. Baker and Grady Woodson Jr. with whom I am personally acquainted and who upon {their several oaths} acknowledged {themselves} to be the President and Secretary respectively of the Jackson Square Development Co. the within named bargainor, a corporation, and that {they} as such President and [illegible] being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Robert E Baker as such President and attesting the same by the said Grady Woodson, Jr. as such Secretary

WITNESS my hand and official seal at office at Nashville, Tennessee on this the 1 day of Feb. 1967

My commission expires Mar. 4, 1969

William G. Traber
Notary Public

STATE OF Tennessee
Davidson County

STATE TAX $ 226.37
PROBATE .50
TOTAL $ 226.87

Before me, William G. Traber a Notary Public within and for the State and County aforesaid, personally appeared Kyle Brown III and [illegible] with whom I am personally acquainted and who upon {his oath / their several oaths} acknowledged {himself / themselves} to be the President and [illegible] respectively of the Hermitage Memorial Gardens Inc. the within named bargainor, a corporation, and that {he / they} as such President and [illegible] being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Kyle Brown III as such President and attesting the same by the said [illegible] as such [illegible]

WITNESS my hand and official seal at office at Nashville, Tennessee on this the 1 day of Feb. 1967

My commission expires Mar. 4, 1969

William G. Traber
Notary Public

FEB 9 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
FEB 9 1967

INSTALLMENT DEED

FROM
JACKSON SQUARE DEVELOPMENT CO., INC.

TO
HERMITAGE MEMORIAL GARDENS, INC.

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

SUIU3

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 9 5 15 PM '67
NOTE 115 PAGE 734
RECORDING FEE 8 2.25
DEP. REG.

STATE TAX $ 133.37
PROBATE .50
TOTAL $ 133.87

FEB 9 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID FEB 9 1967