Installment Deed

BOOK 4199 PAGE 257

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. R. & M. Co., C/o Russell Stansell (NAME:)	Russell Stansell (NAME:)	17W-335
203 McMillian St. (STREET ADDRESS OR ROUTE NUMBER)	203 McMillian St. (STREET ADDRESS)	17W-330
Nashville (CITY) Tennessee (P. O. ZONE) (STATE)	Nashville (CITY) Tennessee (ZONE) (STATE)	Map 82-15 Par. 163-164-165 PW

FOR AND IN CONSIDERATION of the sum of

- - - - - - - - - Sixty-four Thousand and no/100 ($64,000.00) - - - *Dollars,*

of which

- - - Ten Thousand and no/100 ($10,000.00) - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Fifty-four Thousand and no/100 ($54,000.00) - *Dollars,*

James N. Stansell, Russell A. Stansell and Marvin W. Stansell

have executed

One (1) promissory note of even date payable to Noel & Company, Inc., at interest of six (6%) percent per annum, principal and interest to be paid together in equal monthly installments of Four Hundred Fifty-five and 70/100 ($455.70) Dollars each, in 180 months, with the first such installment being due and payable thirty (30) days from the date hereof,

This instrument prepared by:
Gerald K. Mason, Attorney
700 American Trust Bldg.
Nashville, Tenn.

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, Noel & Company, Inc., a Tennessee corporation,

have this day bargained and sold, and do hereby transfer and convey unto the said James N. Stansell, Russell A. Stansell and Marvin W. Stansell, d/b/a J. R. & M. Company, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being the southerly parts of lots Nos. 6, 7 and 8 on the Plan of R. H. Brockway's Addition to Edgefield, now East Nashville, as of record in Book 21, page 47, Register's Office for said County.

Said parts of Lots Nos. 6, 7 and 8 front together 150 feet on the southerly side of Main Street, as widened, and extend back between parallel lines 150 feet, more or less, to an alley.

Said part of Lot No. 6 being part of the real property conveyed to Noel & Company, Inc. by deed from Southern Cities Ice & Fuel Company, et al, of record in Book 782, page 68, and said parts of Lots Nos. 7 and 8 being part of the real property conveyed to Noel & Company, Inc. by deed from Herman Elliott, of record in Book 2996, page 452, said Register's Office.

STATE TAX $ 96.00
PROBATE .50
TOTAL $ 96.50

DEC 20 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID DEC 20 1967 jk

STATE TAX $ 52.00
PROBATE .50
TOTAL $ 52.50

DEC 20 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID DEC 20 1967 jk

unimproved ( )
This is improved ( ) property, known as 506-08-10 Main 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 James N. Stansell, Russell Stansell and Marvin W. Stansell, d/b/a J. R. & M. Company, their *(successors), heirs and assigns forever.* Grantor *covenants that* it is *lawfully seized and possessed of said real estate in fee simple,* ~~have~~ as *a good right to convey it, and that the same is unencumbered.*

Grantor *further covenants and binds* its successors and assigns ~~heirs and representatives,~~ *to warrant and forever defend the title to said real estate to said* Grantees, their *(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 James N. Stansell, Russell A. Stansell and Marvin W. Stansell, d/b/a J. R. & M. Company, *hereinafter referred to as trustors, hereby transfer and convey unto* Gerald Mason, *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:* To secure and make certain payment of the above described promissory note.

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 co 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 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 18th *day of* December, *19*67.

ATTEST:

Martha N. Noel
Secretary

NOEL & COMPANY, INC.

By: C. A. Bowen, Jr.
President

James N. Stansell

Russell A. Stansell

Marvin W. Stansell

d/b/a J. R. & M. Company

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* James N. Stansell, Russell A. Stansell and Marvin W. Stansell

the within named bargainor...S, *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, Davidson County, *Tennessee, this* 18th *day of* December, *19*67.

Notary Public

Commission expires APRIL 30, 1968

NOTARY PUBLIC DAVIDSON CO. TENN.

STATE OF.....
COUNTY OF.....

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.....,
this.....day of.....19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Josephine H. McHenry*, a Notary Public of the State and County aforesaid, personally appeared* C. A. Bowen, Jr.*, with whom I am personally acquainted, and who, upon oath, acknowledged* him*self to be* President *of the* Noel & Company, Inc.*, the within named bargainor, a corporation, and that* he *as such* President*, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* himself *as* President

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee*,*
this 18th *day of* December*, 19*67

Josephine H. McHenry *Notary Public*

Commission expires 5-5-68

00451

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 20 1 52 PM '67
NOTED: BOOK 118 PAGE 23
RECORDING FEE $ 6.00
DEP. REG. C

INSTALLMENT DEED

FROM

NOEL & COMPANY, INC.

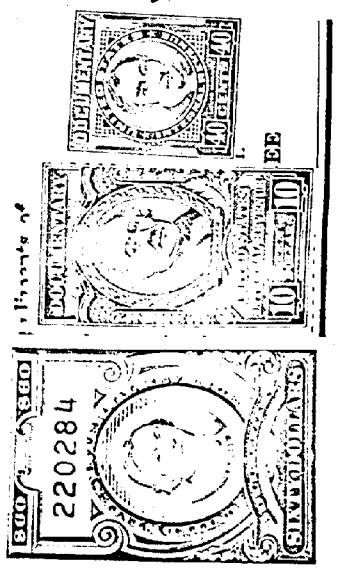
TO

JAMES N. STANSELL, RUSSELL A. STANSELL and MARVIN W. STANSELL, d/b/a J. R. & M. Company

TO

GERALD MASON, TRUSTEE

Mail to:-
M. C. Murray Co.
1106 Baker Bldg
Nashville Tenn.



BOOK 4199 PAGE 261 X 00452

WOODLAWN MEMORIAL PARK

The Cemetery Beautiful

OFFICE, THOMPSON LANE

Telephone 8-5529

NASHVILLE, TENNESSEE

April 19, 1944

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 20 1 57 PM '67
NOTED: BOOK 118 PAGE 23
RECORDING FEE $ 4.50
DEP. REG. R

Mrs. Henry Dickinson,
Thompson Lane,
Nashville 11 Tenn.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

Dear Mrs. Dickinson:

I am enclosing herewith a rough sketch of your lot. This is of course, an idea of mine, showing how you could make a beautiful burial estate out of this plot of ground.

The baby is buried on the corner of the plot, in order that you could use several different plans if you so desired, and the baby grave would not be disturbed.

This plot is fifty feet on Lakeview Drive and extends back sixty feet , then Woodlawn owns a strip of ground between this and Thompson Lane.

I have drawn this sketch, whereby twenty-four burials could be arranged, leaving ample space for a nice memorial, which memorial of course, would be in keeping with the park plan, and yet be known as the "Dickinson Memorial."

My suggestion for the type of memorial would be along the line of a military memorial, for this reason. It is my information that your family has played an active part in military history for a number of years, and this also, holds true regarding your immediate family. I mean by this, that they have been outstanding in that, they have been Leaders. This is why, I would think a military memorial would be best suited for your estate.

Now, if you wished this arranged, giving more burial space, this could be done, but would depend on the type memorial and how much space would be required for same.

WOODLAWN MEMORIAL PARK

The Cemetery Beautiful

OFFICE, THOMPSON LANE

Telephone 8 5529

NASHVILLE, TENNESSEE

I would suggest that sometime, you get together as many as possible of your children and we meet over here and discuss and plan this arrangment. Also, at that time, if you have a friend who has knowledge of landscaping and if you could bring him along, that would be helpful. I can lay off this plot from the angle of feet and inches, but not knowing your desires and as Woodlawn has never built any burial estates, I am handicapped to a great extent along this line. Although in California and in the East, Memorial Parks have sold burial estate for large sums of money, and they are very attractive and in great demand, when they can be afforded.

With the plot of ground that you have, you can make a beautiful burial estate, something that would give you and Col. Dickinson a lot of pleasure in building, and also, something, that your children and grandchildren would greatly appreciate. This can all be done without a great deal of cost.

Any time at your convenience, if you willgive me a little notice, I will be more than glad to help or assist you in carrying our yours and Col. Dickinson's wishes regarding this.

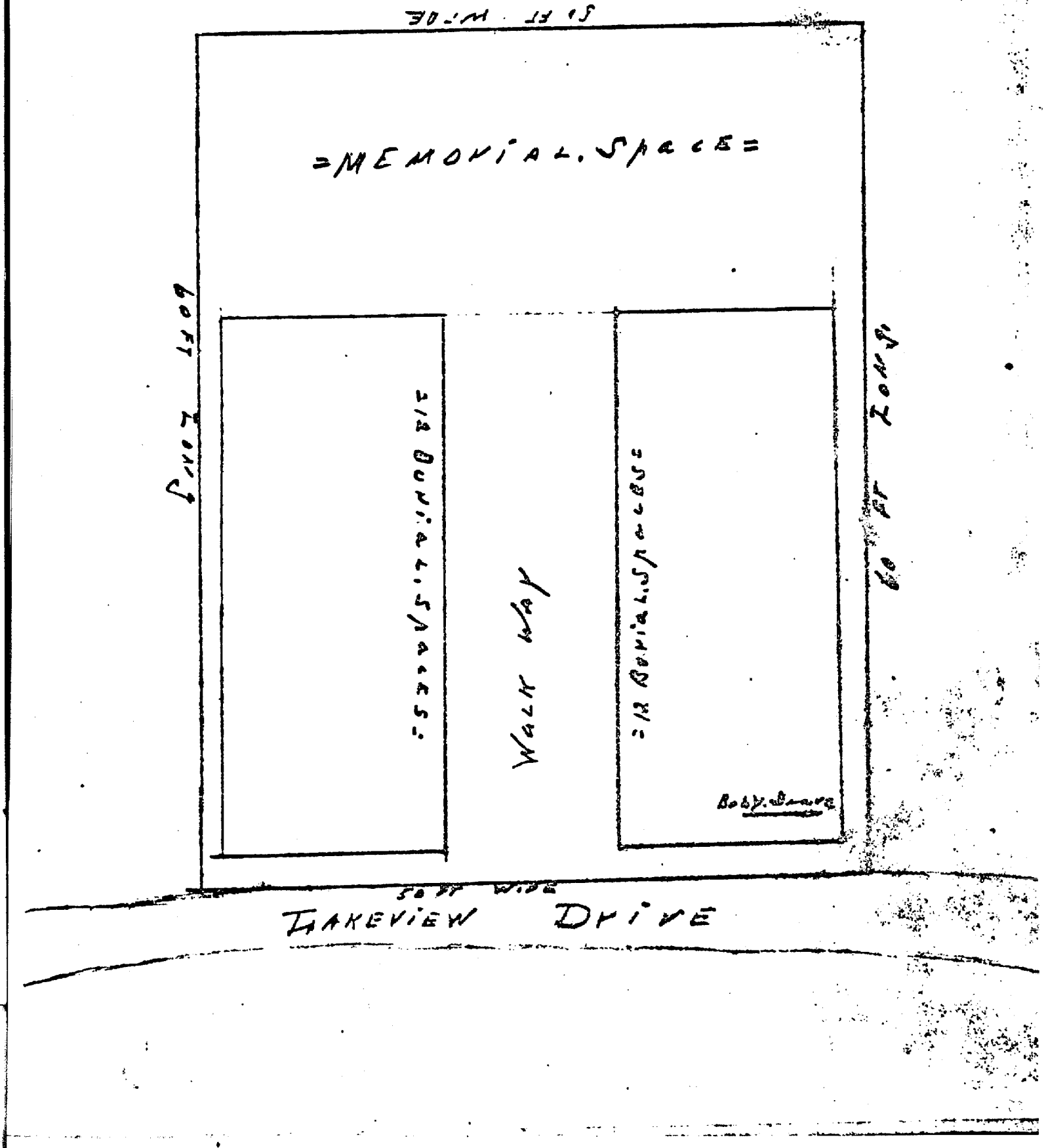
Very truly yours,

H. Raymond Ligon

HRL:AT

H. Raymond Ligon
President

THOMPSON LANE



BOOK 4199 PAGE 264

00453

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 20 1 57 PM '67
REGISTER'S OFFICE BOOK 118 PAGE 23
RECORDING FEE $ 2.50
DEP. REG.

Miss Jane Caywood, Sec. June 25, 1937
Woodlawn Memorial Pk. Cemetery,
Nashville, Tenn.

Dear Miss Caywood:

Col. Henry Dickinson has turned over to the writer the sale of the lots which he holds in your Cemetery.

In looking over the plat we find that he owns 23/100 of an acre in the south part of Highlands, same containing around 56 lots.

Col. Dickinson also has a certificate of yours showing where he owns Lot A in Lakeview, same being 50 ft. X 50 ft. square, all lots fully paid for.

Won't you please be kind enough to send to us certificates for each individual lot, or certainly for smaller units, say four or six family size grave plots in the Highland Section, and also send us a map showing just how many lots can be made out of the Lakeview Lot Property and certificates for these smaller units.

It is next to impossible to dispose of cemetery lots in as large quantities as the Colonel holds, and we wish to have them broken down into smaller units.

In looking over the file, we also find numerous old financial statements as to the condition of the Woodlawn Memorial Park Cemetery.

We would appreciate it very much if you could enclose us a statement as of January 1, 1937, or if you have it already prepared July 1, 1937 for the Woodlawn Memorial Park Cemetery.

Under the Code each lot holder is entitled at all times upon request to know in just what securities the Permanent Maintenance Fund of the Cemetery is invested, and who is the Trustee for this Fund, and what is its amount.

Won't you please send us this information at this time.

We would also appreciate your telling us what you think the present market value of Col. Dickinson's lots in the various sections is.

Kindest personal regards and best wishes.

Very truly,

Walker Casey/w

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.