Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Forest Lawn Memorial Gardens, Inc. (NAME:)	SAME (NAME:)	Map 33
P. O. Box 7278 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Pc. 123 -
Nashville, Tennessee 37210 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	151 pw

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 ($250,000.00)---------- *Dollars,*

of which FIFTY-TWO THOUSAND FIVE HUNDRED AND NO/100 ($52,500.00)------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 ($197,500.00)---------- *Dollars,*

Forest Lawn Memorial Gardens, Inc. *has executed*

an installment deed note payable to the order of J. J. Woods and wife, Lilla Woods, in the principal amount of $197,500.00 payable in 15 annual installments plus interest at the rate of 7½% per annum, with the first fourteen installments being in the amount of $13,166.66 and the fifteenth and final installment being in the amount of $13,166.76. First installment, plus interest, is due and payable one year from even date, and thereafter on the same date of each succeeding year an installment, plus interest, is due and payable, until the entire amount, both principal and interest, has been paid in full.

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

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,

we, J. J. Woods and wife, Lilla Woods,

have this day bargained and sold, and do hereby transfer and convey unto the said

Forest Lawn Memorial Gardens, Inc.,

its *(successors), ~~heirs~~ and assigns,*

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

Land lying and being in the 11th Civil District of Davidson County, Tennessee, and described according to an unrecorded survey made by Don Shanklin Engineering May 10, 1971, and described in two tracts as follows:

TRACT NO. 1: Beginning at a point in the southerly boundary line of Tract No. 2, said point being located south 70° 36' east 184.54 feet; thence south 55° 08' east 301.25 feet from a point in the easterly line of the New Dickerson Pike and the center line of Dry Creek; thence leaving the beginning point south 6° 34' west 1597.12 feet to a point; thence south 83° 34' east 422.05 feet to a point; thence north 45° 52' east 328.14 feet to a point; thence north 45° 54' east 337.22 feet to a point; thence north 44° 06' west 50.00 feet to a point; thence north 46° 14' east 85.00 feet to a point; thence north 50° 12' west 304.91 feet to a point; thence north 4° 11' west 112.54 feet to a point; thence north 33° 55' west 545.00 feet to a point; thence north 43° 49' west 200.14 feet to a point; thence north 11° 46' west 158.79 feet to a point; thence north 55° 08' west 28.61 feet to the point of beginning, and containing 18.14 acres, more or less.

TRACT NO. 2: Beginning at a point in the easterly line of New Dickerson Road and center line of Dry Creek; thence south 70° 36' east 184.54 feet to a point; thence south 55° 08' east 329.86 feet to a point; thence south

(Continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 250,000.00

Subscribed and sworn to before me, this the 12th day of May, 19 71

My commission expires: May 17, 1971 (Affix Seal)

Affiant

Notary Public

THIS INSTRUMENT WAS PREPARED BY Dewey W. Pedigo OF THE LAW FIRM PEDIGO & SAINDON, 301 STAHLMAN BLDG., NASHVILLE, TENN.

DAVIDSON COUNTY, TENN.

11° 46' east 158.79 feet to a point; thence south 43° 49' east 200.14 feet to a point; thence south 33° 55' east 545 feet to a point; thence south 4° 11' east 112.54 feet to a point; thence south 50° 12' east 304.91 feet to a point; thence north 46° 14' east 252.02 feet to a point; thence south 43° 55' east 25.00 feet to a point; thence north 23° 15' west 194.81 feet to a point; thence north 12° 46' west 255.49 feet to a point; thence north 80° 44' east 698.32 feet to a point; thence north 42° 55' east 480.21 feet to a point; thence north 20° 09' east 329.08 feet to a point; thence south 75° 56' east 145.39 feet to a point; thence north 42° 55' east 237.50 feet to a point; thence north 13° 18' east 52.74 feet to a point; thence north 61° 42' west 273.99 feet to a point; thence north 14° 39' east 501.90 feet to a point; thence north 84° 33' west 1823.03 feet to a point in the easterly margin of the right of way of New Dickerson Road; thence with a curve with the right of way of the said New Dickerson Road 1040.23 feet to a point; thence south 44° 18' east 40.0 feet to a point; thence continuing with the said New Dickerson Road with a curve 231.3 feet to the point of beginning, and containing 78.02 acres, more or less.

Being part of the property conveyed to J. J. Woods by deed from Standard Auto Sales Company of record in Book 2023, page 399, Register's Office for Davidson County, Tennessee.

It is agreed by all parties hereto that the sellers will release 13.46 acres from the lien herein retained as based upon the down payment made on said property, the acreage to be released shall be designated by the buyer. It is further agreed by all parties that the buyer may from time to time request additional acreage to be released and if so requested the seller or holder of said note agrees to release any acreage requested by the buyer upon payment of $3,900.00 per acre or portion thereof. The buyer is entitled to a release of lien on payment of each annual installment on the basis of $3,900.00 per acre, with the buyer designating the portion to be released from said lien.

unimproved ( )
This is improved ( ) property, known as ..... (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 Forest Lawn Memorial Gardens, Inc., its *(successors), heirs and assigns forever.* We *covenant that* we are *lawfully seized 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 said real estate to said* Forest Lawn Memorial Gardens, Inc., its *(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 Forest Lawn Memorial Gardens, Inc., *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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 $....., 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 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 12th day of May, *19* 71

J. J. Woods

Mrs. Lilla Woods

FOREST LAWN MEMORIAL GARDENS, INC.

BY: H. Winston Lyon
(President)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ARTHUR JONES, JR., *a Notary Public in and for said County and State,* J. J. Woods and wife, Lilla Woods

the within named bargainors, 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* 12th *day of* May, *19* 71.

ARTHUR JONES, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

Commission expires May 17, 1971

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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, Arthur Jones, Jr. *a Notary Public of the State and County aforesaid, personally appeared* H. Winston Ligon, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Forest Lawn Memorial Gardens, 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* him *self as* President.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 18 *day of* May, *19*71

Arthur Jones, Jr. *Notary Public*

Commission expires May 17, 1971

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

MAY 19	CONV	*		250,000.00		
MAY 19	MORTG	*		197,500.00		
MAY 19	S TAX		A*	650.00		
MAY 19	S TAX		A*	195.50		
MAY 19	PRFEE		A*	.50		
MAY 19	WDEED		A*	6.00	*	852.00

INSTALLMENT DEED

FROM

J. J. WOODS, ET UX

TO

FOREST LAWN MEMORIAL GARDENS, INC.

315297

IDENTIFICATION REFERENCE

MAY 19 11 18 AM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

PEDIGO & SAINDON