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Installment Deed

THIS INSTRUMENT PREPARED BY
DEARBORN & EWING, ATTORNEYS
400 COMMERCE UNION BANK BUILDING
NASHVILLE, TENNESSEE 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert T. Cherry and wife, Joan L. Cherry	Same SAME	
(NAME) c/o McEwen Cherry, Co.	(NAME)	118-3
(STREET ADDRESS OR ROUTE NUMBER) 5608 Brookwood Terrace	(STREET ADDRESS)	68-69
(CITY) Nashville (P. O. ZONE) Tenn. (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY-FOUR THOUSAND SEVEN HUNDRED TEN and 00/100 ($24,710.00) ---------- *Dollars,*

of which FIVE THOUSAND TEN AND 00/100 ($5,010.00) ---------- $ ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder NINETEEN THOUSAND SEVEN HUNDRED ($19,700.00) ---------- *Dollars,*

ROBERT T. CHERRY and wife, Joan L. Cherry

have executed

their promissory note of even date herewith, payable in one hundred twenty months (10 years), in monthly installments, each installment being in the amount of Two Hundred Thirty-one and 29/100 ($231.29) Dollars per month, the first payment being due on the 1st day of October, 1973.

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,

Woodlawn Memorial Park of Nashville, Inc.,

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

Robert T. Cherry and wife, Joan L. Cherry, their

(HEIRS), heirs and assigns,

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

Land in Davidson County, Tennessee, being Lots Nos. 13 and 14 on the Plan of Bransford Industrial Park, of record in Book 4460, page 33, Register's Office for Davidson County, Tennessee, and described as follows:

Lot No. 13: Beginning at a point in the southerly margin of Rosedale Avenue between lots 13 and 14, said point being the northeast corner of Lot No. 13 and the Northwest corner of Lot No. 14; thence, with the line between said lots southwesterly 147.66 feet to a point, the northerly line of Lot No. 15, thence with the line between lots 13 and 15 westerly 101.21 feet to a point in the easterly margin of Grissom Drive; thence, with said margin of Grissom Drive, northerly 155.00 feet to a point, the beginning of a curve with a radius of 25 feet, thence around said curve northeasterly and to the right 39.27 feet to a point in the southerly margin of Rosedale Avenue, thence with said margin of Rosedale Avenue easterly 94.82 feet to the point of beginning.

Lot No. 14: Said Lot fronts 77.66 feet on the southerly margin of Rosedale Avenue and extends back 128.28 feet on the easterly line and 147.66 feet on the westerly line to a dead line in the rear measuring 147.63 feet thereon.

Being Part of the same property conveyed to Woodlawn Memorial Park of Nashville, Inc., by deed from Ronald S. Ligon and wife, of record

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 24710.00

Subscribed and sworn to before me, this the 21st day of August 1973

x Joe [illegible] Affiant

My commission expires: 4/25/76 (Affix Seal)

Notary Public

in Book 4404, page 458, Register's Office for Davidson County, Tennessee.

The above lots 13 and 14 are conveyed expressly subject to the following: (a) An owner's certificate; (b) a 15 foot minimum building setback line along Grissom Drive and Rosedale Avenue as to Lot No. 13, and along Rosedale Avenue as to Lot No. 14; (c) a 10-foot public utility and drainage easement along the easterly line of Lot No. 13, and along the easterly and rear lines of Lot No. 14.

unimproved (X)
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 Robert T. Cherry and wife, Joan L. Cherry, their ~~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,* except as set out hereinabove

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert T. Cherry and wife, Joan L. Cherry, 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 Robert T. Cherry and wife, Joan L. Cherry *hereinafter referred to as trustors, hereby transfer and convey unto* F. Clay Bailey, Jr., *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 $ full ins. value, *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.

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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 17th *day of* August, *19* 73

WOODLAWN MEMORIAL PARK OF NASHVILLE, INC.

BY: Raymond Ligon
Raymond Ligon, President

Robert T. Cherry
ROBERT T. CHERRY

Joan L. Cherry
JOAN L. CHERRY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, S. L. Eckhardt, *a Notary Public in and for said County and State,* Robert T. Cherry and wife, Joan L. Cherry, *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 Tenn *this* 21st *day of* August, *19* 73

S. L. Eckhardt
Notary Public

Commission expires April 28, 1975

STATE OF.....

COUNTY OF.....

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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, Martha Finch, *a Notary Public of the State and County aforesaid, personally appeared* Raymond Ligon, *with whom I am personally acquainted, and who, upon oath, acknowledged* .....*self to be* President ..... *of the* Woodlawn Memorial Park of Nashville, Inc., *the within named bargainor, a corporation, and that* .....*he as such* ..... *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 17 *day of* August, *19* 73

Martha H. Finch *Notary Public*

Commission expires May 5, 1976

AUG21 73	CONV	24,710.00				
AUG21 73	MORT'G	19,700.00				
AUG21 73	S'TAX		A*	64.22		
AUG21 73	S'TAX		A*	17.70		
AUG21 73	PR'FEE		A*	.50		
AUG21 73	W'DEED		A*	8.00	*	90.42

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
AMERICAN TRUST BLDG.
NASHVILLE, TENN. 37201

22462

INSTALLMENT DEED

FROM
WOODLAWN MEMORIAL PARK
OF NASHVILLE, INC.

TO
ROBERT T. CHERRY AND WIFE,
JOAN L. CHERRY

C 20519

IDENTIF. REFERENCE

AUG 21 2 12 PM '73

FELIX E. NIELSON, REG.
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE