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

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Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JACK D. JOHNSON	JACK D. JOHNSON	
(NAME:)	(NAME:)	118-3
2803 Azalea Place	2803 Azalea Place	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	62-63
Nashville, Tennessee	Nashville, Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

TWENTY-ONE THOUSAND TWO HUNDRED AND 00/100 ($21,200.00)------ *Dollars,*

of which Four Thousand Two Hundred Forty and 00/100 ($4,240.00)----

---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Sixteen Thousand Nine Hundred

Sixty and 00/100 ($16,960.00) Dollars ---------- ~~Dollars,~~

Jack D. Johnson, ~~has~~ is *executed*

his promissory note payable in ten (10) equal annual installments, plus interest at the rate of eight and one-half percent (8 1/2%) per annum, the first installment being due and payable on the 12th day of October, 1974. all in accordance with the terms and conditions as set out in said note.

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., hereinafter called Grantor,

has this day bargained and sold, and do hereby transfer and convey unto the said Jack D. Johnson,

hereinafter called Grantee, his

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

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

Land in Davidson County, Tennessee, being Lots No. 7 and 8 on the Plan of Bransford Industrial Park, of record in Book 4460, page 33, Register's Office for Davidson County, Tennessee.

Said Lot No. 7 begins at a point in the westerly margin of Grissom Drive between Lots Nos. 7 and 8 and extends thence westerly 170.25 feet to a point in the rear line of Lot No. 6, thence with said rear line southerly 106.11 feet to a point in the northerly margin of Ligon Drive, thence with said margin of Ligon Drive, 174.33 feet to a point, the beginning of a curve with a radius of 25 feet, thence around said curve to the left 39.27 feet to a point in the westerly margin of Grissom Drive, thence with said margin of Grissom Drive, northerly 100.00 feet to the point of beginning.

Said Lot No. 8 fronts 100 feet on the westerly side of Grissom Drive and extends back 170.25 feet on the southerly line and 147.63 feet on the northerly line to a rear line which is a broken line, measuring 102.69 feet thereon.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 21,200.00

Affiant

Subscribed and sworn to before me, this the 12th day of October, 19 73

Notary Public

My commission expires

Being part of the same property conveyed to Woodlawn Memorial Park of Nashville, Inc., by deed from Ronald S. Ligon and wife, of Record in Book 4404, page 458, and by deed from Third National Bank, Trustee of record in Book 4399, page 593, each in the Register's Office for Davidson County, Tennessee.

The above property is conveyed expressly subject to the following:

Lot No. 7: (1) an Owner's certificate, (2) 15 foot minimum building setback lines from Grissom Drive and Ligon Drive; (3) a 2.5 x 25 foot anchor easement located at the northeast corner of Lot No. 7; and (4) a 10 foot easement for public utility and drainage purposes along the rear line of said lot.
Lot No. 8: (1) an Owner's certificate; (2) a 15 foot minimum building setback line from Grissom Drive; (3) a 2.5 x 25 foot anchor easement located at the southeast corner; and (4) a 10 foot easement for public utility and drainage purposes along the rear line of said lot.

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 Grantee, his ..... *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 above.

We *further covenant and bind* ourselves, our ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantee, his ..... *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 Grantor ..... *hereinafter referred to as trustor, 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 $ 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 to be allowed, shall 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* October, *19* 73

WOODLAWN MEMORIAL PARK OF NASHVILLE, INC.

BY: H. Raymond Ligon

H. Raymond Ligon, President

Jack D. Johnson

JACK D. JOHNSON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the uddersigned JACK D. JOHNSON, *a Notary Public in and for said County and State,*

the within named bargainor..., with whom I am personally acquainted, and who acknowledged that HE *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 12th *day of* October, *19* 73.

Carolyn Rowe *Notary Public*

Commission expires 7-24-75

NOTARY PUBLIC

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 H. Finch, *a Notary Public of the State and County aforesaid, personally appeared* H. Raymond Ligon, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Woodlawn Memorial Park of Nashville, 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* 12th *day of* October, *19*73

Martha H. Finch
Notary Public

Commission expires May 5, 1976

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

WOODLAWN MEMORIAL PARK OF NASHVILLE, INC.

TO

JACK D. JOHNSON

C 28566

IDENTIF. REFERENCE

Oct 19 4 07 PM '73

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

OCT 19	CONV	21,200.00			
OCT 19	MORT'G	16,960.00			
OCT 19	S'TAX		A*	55.12	
OCT 19	S'TAX		A*	15.00	
OCT 19	PR'EEE		A*	.50	
OCT 19	M'DEED		A*	8.00	* 78.62

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