BOOK 4775 PAGE 514

This Instrument Was Prepared By

Installment Deed

Of The Law Firm [illegible] Stahlman Building, Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
~~Karl E. Haury et al.~~ ERVIN M. ENTREKIN	SAME	
(NAME): 2011 PARKWAY TOWERS	(NAME):	Map 106
(STREET ADDRESS OR ROUTE NUMBER): Nashville, Tenn.	(STREET ADDRESS):	P/o par 4
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Five Hundred Thousand and no/100 ($500,000.00) *Dollars,*

of which One Hundred Forty Five Thousand and no/100 ($145,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Three Hundred Fifty Five Thousand and no/100 ($355,000.00) *Dollars,*

Karl E. Haury, Theodore H. Lightfoot, Walter G. Knestrick and Ervin M. Entrekin,

have executed

their promissory note dated December 21, 1973, in the amount of $355,000.00 payable to the order of Mount Olivet Cemetery Company in eight equal annual installments of $44,375.00 each, plus interest at the rate of 8% per annum, with the first installment of principal and interest being due and payable one year from date hereof, and the others on the same day of each succeeding year, with privilege of prepayment in full at any time, without penalty, reserved by the grantees,

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, MOUNT OLIVET CEMETERY COMPANY, a Tennessee corporation,

has ~~have~~ *this day bargained and sold, and do hereby transfer and convey unto the said* KARL E. HAURY, THEODORE H. LIGHTFOOT, WALTER G. KNESTRICK and ERVIN M. ENTREKIN, their

(successors), heirs and assigns,

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

A tract of land in the 3rd Civil District of Davidson County, Tennessee, being part of Lots Nos. 27 and 28 of the W. B. Lewis Lands, of record in Plan Book 21, pages 92 and 146, Register's Office of Davidson County, Tennessee; being part of Wm. H. Gerards 20-acre tract, and parts of Lots Nos. 1, 2, 3, and 4, on the plan of the Thomas Crutcher Lands, Minute Book "C", page 544, Chancery Court at Nashville; and being parts of Lots Nos. 1, 2, 3 and 4 of the Mary (Mrs. L. S.) Patterson Lands, Minute Book "Y", page 219, Chancery Court at Nashville, and being more particularly described according to a survey by Parrish-Ragan, Inc., dated December 10, 1973, Job No. 73-209 as follows:
Beginning at an iron pin in the northerly margin of Elm Hill Pike, said iron pin being at a point 170 feet westwardly, as measured along said margin, from the westerly right-of-way of the Louisville and the Nashville Railroad, and said iron pin being 40 feet northwardly from and at right angles to the existing center line of Elm Hill Pike; thence, with the northerly margin of Elm Hill Pike, South 88° 21' West 388.1 feet to an iron pin; thence, with a curve to the right, said curve having a radius of 1,562.85 feet and an interior angle of 8° 48', a distance of 240.39 feet to an iron pin; thence, North 82° 51' West a distance of 846.3 feet to an existing concrete monument; thence, leaving said Elm Hill Pike, North 7° 09' East with the easterly line of Lot No. 1 of Elm Hill Industrial Sites, Section No. [illegible], of record in Plan

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $500,000.00

Affiant

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

My commission expires: 4/25/76

(Affix Seal)

Notary Public

Book 3842, page 140, Register's Office for said County, a total distance of 360 feet to an existing concrete monument; thence, North 82° 51' West with the northerly line of said Lot No. 1 of Elm Hill Industrial Sites, Section No. 1, a total distance of 302.5 feet to an iron pin; thence, South 7° 09' West with the westerly line of said Lot No. 1 of Elm Hill Industrial Sites, Section 1, 360 feet to an iron pin in the northerly margin of Elm Hill Pike; thence, continuing with the said margin of Elm Hill Pike North 82° 51' West 333.3 feet to an iron pin in the northeasterly right-of-way of Interstate Highway I-40; thence, with the said margin of Interstate Highway I-40 North 51° 52' West 253.16 feet to an iron pin; thence, leaving the said right-of-way of Interstate Highway I-40, North 11° 43' East 938 feet to an iron pin; thence, South 57° 41' East a distance of 894.4 feet to an iron pin; thence, South 71° 11' East a distance of 717.6 feet to an iron pin; thence, South 63° 32' East a distance of 743.6 feet to an iron pin; thence, South 1° 39' East a distance of 218.7 feet to the point of beginning, and containing 30.75 acres.

A portion of the subject premises comprises part of the property conveyed to Mount Olivet Cemetery Co. by deed from J. O. M. Woodward and wife, Sallie Woodward, of record in Book 92, page 46, Register's Office of Davidson County, Tennessee. A portion of the subject premises comprises part of the property conveyed to Mount Olivet Cemetery Company by deed from William Gerrard and wife, Sarah Gerrard, of record in Book 79, page 120, Register's Office of said County. A portion of the subject property comprises part of the property conveyed to Mount Olivet Cemetery Company by deed from G. W. Nance, of record in Book 31, page 373, Register's Office of said County. A portion of the subject property comprises part of the property conveyed to Mount Olivet Cemetery Company by deed from J. E. Gleaves, Clerk & Master of the Chancery Court of Davidson County, Tennessee, of record in Book 31, page 368, Register's Office of said County. A portion of the subject property comprises part of the property conveyed to Mount Olivet Cemetery Company by deed from B. W. Hall and Moses Ryan, of record in Book 31, page 369, Register's Office of said County. A portion of the subject property comprises part of the property conveyed to Mount Olivet Cemetery Company by deed from P. S. Lester, and wife, E. C. Lester, of record in Book 168, page 3, Register's Office of said County. A portion of the subject property comprises part of the property conveyed to Mount Olivet Cemetery Company by deed from William C. Goodlett and George W. Goodlett, of record in Book 86, page 126, Register's Office of said County. A portion of the subject property comprises part of the property conveyed to Mt. Olivet Cemetery Company by deed from Sandford Duncan and wife, Mary Campbell Duncan, of record in Book 410, page 450, Register's Office of said County.

It is understood and agreed by the parties hereto that portions of the subject property shall be released from the lien hereof in the following manner:

For the purposes of releases, the subject property shall be divided into two (2) tracts of land, Each tract for release purposes shall be treated separately. Tract One shall generally consist of all that land that fronts Elm Hill Pike to a depth of two hundred (200) feet.

Tract Two shall be the balance of the property which lies north of the property covered in Tract One.

Tract One shall be released by Seller to Buyer subject to the provisions of this agreement by a recordable release form and upon payment by Buyer to Seller of Thirty-Six Thousand ($36,000.00) Dollars per acre for each acre (said sum to be pro rated for fractions of acres) sought to be released.

Tract Two shall be released by Seller to Buyer subject to the provisions of this agreement by a recordable release form and upon payment by Buyer to Seller of Twenty-Seven Thousand ($27,000.00)Dollars per acre for each acre (said sum to be pro rated for fractions of acres) sought to be released.

Seller shall be under no obligation to release any of the subject property under the provisions hereof except as follows:

(1.) Buyer shall have the right to designate the specific acreage to be released.

(2.) The request for release by Buyer must be in writing.

(3.) The written request must include with it a plat of survey of the contract property to be released prepared by a reputable surveyor licensed as such under the laws of the State of Tennessee prepared at the expense of the Buyer.

4. Unreleased property shall at all times have access to Elm Hill Pike over a dedicated public road having a continuous width of a least sixty (60) feet.

5. Buyer shall be entitled to release without any requirement for payments from the Lien portions of the said property to be dedicated for streets; utilities; or any other public or quasi-public purpose in connection with the development of the property; provided that prior to any such release Seller shall have approved in writing the location of such streets or easements, however, such approval shall not be unreasonable withheld.

Upon payment at any time by Buyer to Seller of a sum of money for the release of subject property, said payment shall entitle Buyer to release of said project property and shall reduce by such amount so paid the principal amount under said Note payable at the next succeeding date or dates on which a payment of principal will be due and has not heretofore been paid. A prepayment of an amount less than that required to release subject property as provided hereinabove, shall nevertheless serve as a partial payment on such release price which shall entitle Buyer to a release thereof upon payment of the Balance therefor, and such a prepayment shall also reduce by that amount so paid the principal amount due under said note payable at the next succeeding date or dates on which a payment of principal will be due and hasn't theretofore been paid. A payment of a principal sum made pursuant to the requirements of said Note, will, in like manner, operate to release from said Deed to Secure Debt a number of acres equivalent in release price to said payment.

Anything hereinbefore provided to the contrary notwithstanding Buyer shall be entitled to no release if Buyer is in default in the observance or performance of Buyer's obligation under said Note or this Deed to Secure Debt.

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 Karl E. Haury, Theodore H. Lightfoot, Walter G. Knestrick and Ervin M. Entrekin, their *(successors), heirs and assigns forever.* Grantor *covenant that* it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

Grantor does *further covenant and bind* itself, its successors ~~heirs~~ *and representatives, to warrant and forever defend the title to said real estate to said* Karl E. Haury, Theodore H. Lightfoot, Walter G. Knestrick and Ervin M. Entrekin, 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 Karl E. Haury, Theodore H. Lightfoot, Walter C. Knestrick, and Ervin M. Entrekin, *hereinafter referred to as trustors, hereby transfer and convey unto* Raymond H. Darrow, *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.

BOOK 4775 PAGE 519

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 21st *day of* December, *19*73.

MOUNT OLIVET CEMETERY COMPANY

By: H. Winston Ligon
President.

Karl E. Haury

Theodore H. Lightfoot

Walter G. Knestrick

Ervin M. Entrekin

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Willadean Worley, *a Notary Public in and for said County and State,* Karl E. Haury, Theodore H. Lightfoot, Walter G. Knestrick, and Ervin M. Entrekin,

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 *Tennessee, this* 21st *day of* December, *19*73.

My Commission Expires NOV. 10, 1976

Willadean Worley *Notary Public*

Commission expires

WILLADEAN WORLEY NOTARY PUBLIC DAVIDSON COUNTY, 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, Mary Ensley, *a Notary Public of the State and County aforesaid, personally appeared* ~~Raymond Ligon~~ H. Winston Ligon, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* MOUNT OLIVET CEMETERY COMPANY, *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 21st *day of* December, *19* 73

Commission expires 4/25/76

Mary Ensley *Notary Public*

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
AMERICAN TRUST BLDG.
NASHVILLE, TENN. 37201 222213

INSTALLMENT DEED

FROM

MOUNT OLIVET CEMETERY COMPANY

TO

KARL E. HAURY ET AL.

C 3 6 3 6 4

IDENTIF. REFERENCE

Dec 26 2 04 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEC26'73	CONV	*	.00	500,000.00	
DEC26'73	MORT'G	*	.00	355,000.00	
DEC26'73	S'TAX			A*1,300.00	
DEC26'73	S'TAX			A* 353.00	
DEC26'73	PR'FEE			A* .50	
DEC26'73	W'DEED			A* 14.00	* 1,667.50

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

This Instrument Was Prepared By