New Owner: Gibson and Hall Const Co 1446 S Humboldt Highway Jackson, Tn 38301

Send Tax Bill to Same

Map 106 S Pc Par 119 - 2

NS

4203 09/26 68.50 CHECK

INSTALLMENT DEED

BOOK 5786 PAGE 452

For and in Consideration of the sum of One Hundred Forty-Five Thousand and no/100 ($145,000.00)---------- Dollars, of which Forty-five Thousand and no/100 ($45,000.00)---------- Dollars, has been paid in cash by Bickes Wilbert Burial Vault Co., Inc., and Bickes Wilbert Manufacturing Co., Inc. d/b/a Jackson Wilbert Vault Co. the receipt of which is hereby acknowledged, and for the remainder One Hundred Thousand and no/100 ($100,000.00)---------- Dollars, the said Jackson Wilbert Vault Co. has executed a note of even date herewith with interest at the rate of 10% per annum on said principal sum or the unpaid balance thereof, from and after date until paid, payable as follows: $50,000.00 due and payable on or before one year after date hereof and $50,000.00 due and payable on or before two years after date hereof. If default be made in the payment of any installment under this indebtedness and if such default is not made good within thirty days the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. This indebtedness, including any installment payment of principal and/or interest, shall bear interest at the rate of 10% per annum from the respective maturity dates thereof until paid.

all of said notes bearing ~~six~~ per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

Tennessee Vault Service, Inc., a Tennessee Corporation,

have this day bargained and sold, and do hereby transfer and convey unto the said Jackson Wilbert Vault Co., its successors ~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

Lying and being in the 6th Civil District of Davidson County, Tennessee, described as follows, to-wit: BEGINNING on an iron pipe in the south right-of-way of the L & N Railroad and the west right-of-way of Fessler's Lane; thence S3°13'20"E 164.66'; to a curve with a central angle 96°12'20"; Radius 45.57'; tangent 50.80' and a length of 76.53'; thence N87°00'00"W 206.75' to a fence; thence N02°02'43" 178.74' to an iron pipe in the south margin of the Lebanon Branch of L & N Railroad; thence with the railroad N86°44'56" E 92.51'; thence N84°10'32"E 56.89'; thence N82°45'05"E 55.62'; thence N81°48'49"E 34.93' to the beginning. Contains 47,725 sq. ft. or 1.10 acres.

This conveyance is made subject to a water and sewer easement recorded in Deed Book 4818, page 10, Register's Office, Davidson County, Tennessee, and subject to a portion of the building situated on said property herein conveyed that is located in the right-of-way along Fessler's Lane, described in Warranty Deed Book 5119, page 943, Register's Office, Davidson County, Tennessee.

This is unimproved ( ) improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

Prepared by Tenn Title Agency P.O. Box 567

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Jackson Wilbert Vault Co., its successors and assigns forever it does 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.

It further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Jackson Wilbert Vault Co., its successors 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, We, the said Jackson Wilbert Vault Co.,

do hereby transfer and convey unto Jerry A. Jared, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Jackson Wilbert Vault Co.

do hereby 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 at least the sum of $_____ until the notes herein secured are 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 and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said Jackson Wilbert Vault Co. shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 Jackson Wilbert Vault Co., its 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Jerry A. Jared, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said _____ and _____ hereunto set our hands at Nashville, Tennessee, this the 3 day of Aug 1981

E. H. Hooper, President, Tennessee Vault Service, Inc.

Jackson Wilbert Vault Co
By Wayne L Bickes, Pres of
Bickes Wilbert Manufacturing Co, Inc,
Partner.

STATE OF ILLINOIS)
MACON COUNTY)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared WAYNE L. BICKES, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of BICKES WILBERT BURIAL VAULT CO., INC., and BICKES WILBERT MANUFACTURING CO., INC., d/b/a JACKSON WILBERT VAULT CO., 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 Decatur, Illinois, this _____ day of _____ 1981.

_____
NOTARY PUBLIC

My commission expires: _____

STATE OF Illinois
Macon County.

Personally appeared before me, L. Egebrecht, a Notary Public in and for said County and State, the within named Wayne L. Bickes, President Bickes Wilbert Manufacturing Co. Inc., a co-partner in Jackson Wilbert Vault Co.

the 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 Decatur, Illinois this 3rd. day of August, 19 81

Commission Expires June 19, 1985

L Egebrecht, Notary Public

EXPIRES [illegible]

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ }
PUTNAM

BOOK 5786 PAGE 455

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared E. H. Hooper, with whom I personally acquainted, and who, upon oath, acknowledged him self to be President of the Tennessee Vault Service, 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 Cookeville, Tennessee, this 3 day of August, 1981.

Judy Burgess Kirby, Notary Public

Commission expires 9/23/81

(over for additional acknowledgements)

STATE OF ILLINOIS }
COUNTY OF MACON } SS

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared WAYNE L. BICKES, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Secretary of Bickes Wilbert Burial Vault Co., Inc., and President of Bickes Wilbert Manufacturing Co., Inc., d/b/a Jackson Wilbert Vault Co., the within named bargainor, a corporation, and that he as such Secretary and 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 Secretary and President as aforesaid.

WITNESS my hand and seal at office in Decatur, Illinois, this 19th day of August, 1981.

Linda Lisinger
NOTARY PUBLIC

My commission expires: July 28, 1984

INSTALLMENT DEED

FROM

TENNESSEE VAULT SERVICE, INC.

TO

BICKES WILBERT BURIAL VAULT CO. and BICKES WILBERT MANUFACTURING CO., INC., d/b/a JACKSON WILBERT VAULT CO.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G 56795

IDENTIF. REFERENCE

AUG 24 3 06 PM '81

REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jackson Wilbert Vault Co. (NAME)	Same (NAME)	
4468 Humboldt Highway (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Jackson, TN 38301 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Jerry A. Jared, Attorney
11 N. Washington Avenue
Cookeville, TN 38501

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$145,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE ~~3rd~~ 24th DAY OF August 1981.

Notary Public

MY COMMISSION EXPIRES: 4 Aug Rolls

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5786 PAGE 456

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			145000.00- CO	
			100000.00- MO	
			377.00 CO TX	
			98.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	487.50-
4203A	08/24/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 5 6 7 9 5

IDENTIF. REFERENCE

AUG 24 3 06 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 839840