Installment Deed

BOOK 5484 PAGE 327

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Morris Eshaghpour	Same	Map 128-9
(NAME) Contracting Corporation	(NAME) Same	Par. 63, 64, 70,71,
228 Old Hickory Blvd.		54, 55,59,47,48,37,
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	38,39,40,41,42,43,
Nashville, Tenn. 37221	Same	44, 45
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Map 128-5-Par. 1
		Map 128-13
		Par. 25, 26

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED THIRTY SIX THOUSAND AND NO/100 ($336,000.00) ---------- *Dollars,*

of which FORTY TWO THOUSAND AND NO/100 ($42,000.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED NINETY FOUR THOUSAND AND NO/100 ($294,000.00) ---------- *Dollars,*

Morris Eshaghpour Contracting Corporation *has executed* its promissory note of even date herewith, payable to the order of I. R. Schulman, Trustee, on or before thirty (30) months after date, with interest on the unpaid balance at the rate of twelve (12%) per cent per annum, payable quarterly,

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, I, I. R. SCHULMAN, TRUSTEE,

have this day bargained and sold, and do hereby transfer and convey unto the said MORRIS ESHAGHPOUR CONTRACTING CORPORATION, a Tennessee corporation, its

(successors), and assigns,

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

Being Lots Nos. 1, 2, 8, 9, 16, 17, 21, 25, 26, 36, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 and 48 on the Plan of Dunaway Woods, Section One, of record in Book 5200, page 132, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a metes and bounds description.

Being part of the property conveyed to I. R. Schulman, Trustee, with full power, by deed from Annie Frost Horn, of record in Book 4589, page 108, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE,
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 336,000.00

Subscribed and sworn to before me this the 17th day of August, 19 79

My commission expires: Dec 15-1983 (Affix Seal)

Affiant

Notary Public

This conveyance is made subject to restrictive covenants of record in Book 5393, page 651, Register's Office for Davidson County, Tennessee; owner's certificate, minimum building setback lines, easements for public utility and drainage purposes, anchor easements, overhang easements, layout of building sites and overflow fields, as shown on plan of record in Book 5200, page 132, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to an agreement for the deposit of One Thousand and No/100 ($1,000.00) Dollars per lot with the Planning Commission of the Metropolitan Government of Nashville and Davidson County, Tennessee, in favor of the Metropolitan Government for future installation of sewer lines prior to the issuance of building permits which amount shall be paid by the Grantee herein on or before February 6, 1981.

The holder of the note secured hereby agrees to release individual lots from the lien of this installment deed upon payment of Fourteen Thousand and No/100 ($14,000.00) Dollars per lot, plus accrued interest thereon.

unimproved (X) This is improved ( ) property, known as Dunaway Drive, George E. Horn Road, Hallows Drive (House Number) (Street) P. O. Address: Nashville, Tennessee (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said MORRIS ESHAGHPOUR CONTRACTING CORPORATION, its *(successors), heirs and assigns forever.* I *covenant that* I am *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 hereinabove set forth, and taxes for the year 1979, subject to which this conveyance is executed.

I *further covenant and bind* myself, my successors ~~heirs~~ and representatives, *to warrant and forever defend the title to said real estate to said* Morris Eshaghpour Contracting Corporation, 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 Morris Eshaghpour Contracting Corporation, *hereinafter referred to as trustors, hereby transfer and convey unto* John A. Gupton, III, *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

expense 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 5484 PAGE 329

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 17 *day of* August, *19*79.

I. R. Schulman Trustee
I. R. Schulman, Trustee

MORRIS ESHAGHPOUR CONTRACTING CORPORATION
By: Morris Eshaghpour, Pres.
Morris Eshaghpour, President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Louise S. Clemmons, *a Notary Public in and for said County and State,* I. R. Schulman, Trustee,

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* 17 *day of* August, *19*79.

Louise S. Clemmons *Notary Public*

Commission Expires April 15, 1983

NOTARY PUBLIC

BOOK 5484 PAGE 330

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, Louise S. Clemmons, *a Notary Public of the State and County aforesaid, personally appeared* Morris Eshaghpour, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Morris Eshaghpour Contracting Corporation, *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 17 *day of* August, *19*79.

Louise S. Clemmons *Notary Public*

Commission expires Jan 15-1983

INSTALLMENT DEED

FROM

I. R. Schulman, Trustee

TO

Morris Eshaghpour Contracting Corporation

F-47012

IDENTIF. REFERENCE

AUG 17 3 58 PM '79

FELIX ZANDMAN REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-1631
NASHVILLE, TENNESSEE 37238

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

BOOK 5484 PAGE 331

RECEIVED OF _____

FOR _____

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST & DEED

CC - CERTIFIED COPY
MR - RELEASE
UC - UNIFORM COMMERCIAL CODE

MS - MISCELLANEOUS
ST - STATE TAX CONVEY.
ST - STATE TAX MORT.
PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			294000.00-	MO
			873.60	CO TX
			292.00	MO TX
			.50	PREP
			12.00	WDEED
			CHECK	1178.10-
525708/17/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.47012

IDENTIF. REFERENCE

AUG 17 3 58 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 705736