Installment Deed

BOOK 5627 PAGE 63

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Resource Supply & Distributors	Same	93-14-5
(NAME) 203 Donelson Pike	(NAME)	74 3010
(STREET ADDRESS OR ROUTE NUMBER) Nashville 37214 Tenn	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 ($115,000.00)---------- *Dollars,*

of which----------THIRTY THOUSAND AND NO/100 ($30,000.00)----------

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

the receipt of which is hereby acknowledged, and for the remainder EIGHTY-FIVE THOUSAND AND NO/100 ($85,000.00)---------- *Dollars,*

Nasser Liaghat and David Parker have assumed two indebtednesses as of record in Book 5011, page 958, and Book 5111, page 125, Register's Office for Davidson County, Tennessee in the total amount of Fifty-Seven Thousand Eight Hundred ($57,800.00) Dollars and have executed a vendor's lien note in the amount of $27,200.00 to be paid at the rate of $2,720.00 plus interest on the unpaid principal balance at the rate of 11% per annum for ten annual consecutive payments. First payment being due and payable one year from even date and thereafter on the same day of each succeeding year alike amount plus interest as set out above is due and payable until the entire amount, both principal and interest have been paid in full.

This Instrument Was Prepared By

Phillip Sandon (gf)

Of The Law Firm Pedigo & Sandon

Stahlman Building: Nashville, Tennessee

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, Edward C. Kennedy and wife, Helen J. Kennedy d/b/a Edco Realty Company

have this day bargained and sold, and do hereby transfer and convey unto the said Nasser Liaghat David Parker, d/b/a Resource Supply & Distributors

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

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

Land in Davidson County, Tennessee, being part of Lot No. 1 on the Plan of John E. Gleaves Place, of record in Book 21, page 29, Register's Office for said County, and a part of Lots 4, 5 and 6 on the Map of the Hay's Plan of Lots, of record in Minute Book "B", page 60, in the Chancery Court at Nashville, and described according to a copy of a survey thereof, made December 11, 1955, by Z. J. Wilkinson, Surveyor, as follows:

Beginning at a point in the westerly margin of Eighth Avenue South, in the north line of the right of way of the N.C. & St. L. Railroad; thence along the margin of Eighth Avenue South northerly 164.45 feet to a point in the center line of a private alley as established in a deed of record in Book 513, page 316, Register's Office for said County, thence along the center line of said alley westerly 131.1 feet to a point; thence southwesterly 48.36 feet to the northerly margin of the N.C. & St. L. Railroad; thence with the margin of same, southeasterly 219.65 feet to the point of beginning.

Continued....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $115,000.00

Affiant

Subscribed and sworn to before me, this the 21st day of July 1980

My commission expires: (Affix Seal)

Notary Public

Being the same property conveyed to Edward C. Kennedy d/b/a Edco Realty Company by deed from Dan M. Fleming and Charles E. Morton, Jr. of record in Book 5111, page 125 Register's Office for Davidson County, Tennessee and by deed from Wallace E. Nance, Jr. of record in Book 5557, page 244, Register's Office for Davidson County, Tennessee.

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 Nasser Liaghat & David Parker, d/b/a Resource Supply & Distributors 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 for two indebtednesses as of record in Book 5011, page 958, and Book 5111, page 125, Register's Office for Davidson County, Tennessee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Nasser Liaghat and David Parker, d/b/a Resource Supply & Distributors, their ~~successors~~, *heirs and assigns, against the lawful claims of all persone.*

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 Nasser Liaghat & David Parker d/b/a Resource Supply & Distributors, *hereinafter referred to as trustors, hereby transfer and convey unto* Phillip Saindon, *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 be made a party 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.

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 18 *day of* July, *19*80

Nasser J. Liaghat

Edward C. Kennedy

David A. Parker

Nasser Liaghat

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Phillip Sanders, *a Notary Public in and for said County and State,* Nasser Liaghat and David Parker

*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* 21 *day of* July, *19*80.

Phillip Sanders
Notary Public

PHILLIP SANDERS NOTARY PUBLIC DAVIDSON COUNTY

Commission expires Jan. 22, 1984

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Phillip Saindon, *a Notary Public in and for said County and State,* Edward C. Kennedy

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* 21 *day of* July, *19*80

Phillip Saindon
Notary Public

Commission expires Jan. 22, 1984

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Virginia N. Todd, *a Notary Public in and for said County and State,* Helen J. Kennedy

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

Witness my hand and official seal at Nashville, *Tennessee,*
this 18 *day of* July, *19*80.

Virginia N. Todd
Notary Public

Commission expires 4-22-84

Witness my hand and seal, at office in ,
this day of , 19

Notary Public

Commission expires

F 98496

IDENTIF. REFERENCE

JUL 21 2 47 PM '80

FILED & RECORDED
DAVIDSON COUNTY, TN.

INSTALLMENT DEED

FROM

EDWARD C. KENNEDY, ET UX

TO

ESSER LIAGHAT and DAVID PARKER
d/b/a RESOURCE SUPPLY AND DISTRIBUTORS

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

PEDIGO & SAINDON

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5627 PAGE 67

RECEIVED OF _____

FOR _____

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
			115000.00- CO	
			27600.00- MO	
			253.00 CO TX	
			25.20 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	336.70-
0777A07/21/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 9 8 4 9 6

IDENTIF. REFERENCE

JUL 21 2 47 PM '80

FELIX Z. WILSON, II
DAVIDSON COUNTY, TENN.

No. 769029