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Installment Deed

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Morris Eshaghpour Contracting Corporation (NAME:)	Same (NAME:)	Map 128-6 Par. 4,5,6, 7
125 Belle Forest Circle (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 128-10 Par. 119
Nashville, Tennessee 37221 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of THIRTY THOUSAND ONE AND NO/100 ($30,001.00) *Dollars, of which* ONE AND NO/100 ($1.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* THIRTY THOUSAND AND NO/100 ($30,000.00) *Dollars,* Morris Eshaghpour Contracting Corporation *has executed* its promissory note of even date herewith, payable to the order of I. R. Schulman, Trustee, due on or before six (6) months after date, without interest until maturity, but with interest at a reasonable rate after maturity,

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, *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

A portion of Stacy Square, Section 4, of record in Book 4460, page 12, Register's Office for Davidson County, Tennessee, and being Lots 185, 186, 187, 188 and Tract 3 as shown on said recorded plat and being more particularly described as follows:

Beginning at a point in the northerly right-of-way of Hicks Road and being the southeast corner of Lot 183 on the plat of Stacy Square, Section 4, and being in the southwest corner of the 50-foot access to Tract 3 and proceeding as follows: With the easterly line of Lot 183 and the westerly line of Tract 3, North 31° 40' 00" West, 344.4 feet to a point in the easterly right-of-way of Interstate 40; thence, with said right-of-way and a curve to the left having a radius of 4964.6 feet, a distance of 313.71 feet to a point; thence continuing with said right-of-way, North 16° 33' 16" East, 114.32 feet to a point; thence leaving said right-of-way and with the southerly line of the Guy Francis property, South 85° 55' 37" East 279.36 feet to a point; thence, with a portion of the southerly line of the Glenn Lynch property, North 79° 11' 48" East 110.69 feet to a point; thence with the west line of the Vell Holt property and with the Vell Holt, Jr. property South 3° 17' 16" West, 653.10 feet to a point; thence continuing with the Vell Holt, Jr. property, South 12° 19' 29" West, 172.94 feet to a point; thence leaving said property South 58° 20' 00"West, 92.9 feet to a point; thence, with the easterly line of Lot 189 on the plat of Stacy Square Section 4, North 11° 37' 00" West, 179.1 feet to a point in the southerly right-of-way of the Hicks Road cul de sac; thence, with the right-of-way of the Hicks Road cul-de-sac and a curve to the left having a radius of 50 feet a distance of 197.50 feet to a point in the northerly right-of-way of said cul-de-sac; thence, leaving said right-of-way and with the easterly line of Lot 184 of said plat, North 31° 40' 00" West, 148.2 feet to a point; thence with the northerly

This instrument prepared by:
SCHULMAN, LE ROY & BENNETT, P. C.
P. O. BOX 2707
NASHVILLE, TENN. 37219

line of Lot 184 of said plat, South 58° 20' 00" West, 75.0 feet to a point; thence, with the westerly line of Lot 184 on said plat, South 31° 40' 00" East, 168.0 feet to a point in the northerly right-of-way of Hicks Road; thence, with said right-of-way, South 58° 20' 00" West, 50.0 feet to the point of beginning and containing a total of 6.50 acres, more or less, as per office survey by Ragan-Smith-Murphy and shown on plat dated February 2, 1984.

Being part of the property conveyed to I. R. Schulman, Trustee, with full power, by deed from James E. Patterson and wife, of record in Book 4094, page 783, 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 $ 30,001.00

Subscribed and sworn to before me, this the 27th day of April, 1984

Affiant

My commission expires: 4-21-85

(Affix Seal)

Notary Public

This is improved ( ) property, known as Hicks Road, Nashville, Tennessee
(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 Grantees 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 by taxes for the year 1984, and various public utility and drainage easements and other matters of record, subject to which this conveyance is executed.
We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees 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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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.

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.

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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 27th day of April, 19 84.

I. R. Schulman, Trustee

I. R. Schulman, Trustee

MORRIS ESHAGHPOUR CONTRACTING CORPORATION

By: Morris Eshaghpour, President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 ..... Tennessee, this ..... day of ....., 19.....

..... Notary Public

Commission expires.....

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN
APR 27 2 52 PM '84

IDENTIF. REFERENCE

1 1 8 5 1 3

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 27th day of ~~February~~ April, 1984, before me personally appeared I. R. Schulman, Trustee, to me known, or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal at office in Nashville, Tennessee, this 27th day of April, 1984.

Notary Public

Commission Expires:
4-21-85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, [illegible] of the State and County aforesaid, personally appeared Morris Eshaghpour, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be President of the Morris Eshaghpour Contracting Corporation, the within named bargainor, a corporation, and that he as such President, 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 Nashville, Tennessee, this 27th day of April, 1984.

Notary Public

Commission Expires:
4-21-85

INSTALLMENT DEED

FROM
I. R. Schulman, Trustee

TO
Morris Eshaghpour Contracting Corporation

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			30001.00- CONT.	
			30000.00- MONT.	
			78.00 CSTAX	
			28.00 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	118.50-
2198	04/27/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 1 8 5 1 3.

IDENTIF. REFERENCE

APR 27 3 00 PM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 31845