6780

FORM NO. WD-1

STATE OF TENNESSEE } Davidson
COUNTY OF ~~DAVIDSON~~ } ~~SUMNER~~

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

$67,500.00 Mehdi Tajbaksh
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF October, 19 84

Notary Public

MY COMMISSION EXPIRES: 2/11/87

(AFFIX SEAL)

~~6383~~ 503

THIS INSTRUMENT WAS PREPARED BY
David E. Mead, Attorney, 213 N. Main Street, Goodlettsville, TN 37072
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MEHDI TAJBAKSH (NAME)	SAME (NAME)	42-14-34
200 Rhine Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	11D 11345
Madison, TN 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, JAMES DEAN MERRYMAN and wife, BONNIE C. MERRYMAN,

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO MEHDI TAJBAKSH, and wife, AGDAS TAJBAKSH, as Tenants by the Entireties,

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

BEING Lot No. 114 on the Plan of SHERRY HEIGHTS, SECTION 3, of record in Book 2331, Pages 126 and 127, Register's Office for Davidson County, Tennessee.

BEGINNING at a point in the southerly margin of Burgundy Drive, the common corner of Lots 114 and 115; thence with the line between said Lots southwardly 137.1 feet to a concrete monument, the common corner of Lots 114, 115 and 113; thence eastwardly with the line between Lots 113 and 114, 189.0 feet to a point in the westerly margin of RHINE DRIVE; thence with the margin of Rhine Drive northwardly 228.2 feet to a concrete monument, the beginning of a curve; thence northwestwardly around said curve 39.3 feet to a concrete monument in the southerly margin of Burgundy Drive; thence westwardly with the margin of said Burgundy Drive, 192.0 feet to the beginning.

BEING the same property conveyed to the within named Grantors by deed of record in Book 4031, Page 110, Register's Office for Davidson County, Tennessee.

THIS conveyance is subject to all restrictions and easements of record.

This is unimproved ( ) improved (X) property, known as 200 Rhine Drive, Madison, TN 37115
(House Number) (Street) (P. O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand s this 5th day of October, 19 84

JAMES DEAN MERRYMAN: James Dean Merryman

BONNIE C. MERRYMAN: Mrs. Bonnie C. Merryman

A-101

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STATE OF TENNESSEE
Davidson County

Personally appeared before me, W. K. Georgas, Jr., a Notary Public in and for said County and State, the within named JAMES DEAN MERRYMAN and wife, BONNIE C. MERRYMAN,

the bargainors, 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 Madison, Tennessee, this 5th day of October, 19 84.

Commission expires 2/11/87

Notary Public

W. K. GEORGAS, JR. NOTARY PUBLIC AT LARGE

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (their several oaths) (his oath) acknowledged (themselves) (himself) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (they) (he) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19__.

My commission expires _____

Notary Public

RECEIVED

WARRANTY DEED

FROM JAMES DEAN MERRYMAN et ux

TO MEHDI TAJBAKSH

I 5 4 9 4 8

IDENTIF. REFERENCE

Oct 5 4 13 PM '84

REGISTER
DAVIDSON COUNTY, TN

REGISTER, PLEASE RETURN TO:
W. K. GEORGAS, JR.
P. O. BOX 1733
HENDERSONVILLE, TN 37075

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6393 PAGE 505

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

67500.00- CAMT.
175.50 CSTAX
.50 PRFEE
6.00 WDEED
CHECK 182.00-
6720A10/05/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 5 4 9 4 8

IDENTIF. REFERENCE

OCT 5 4 13 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.0075068

Prepared by: WILLIAM D. CASTLEMAN, ATTORNEY
101 Cumberland Avenue, Suite 100
Madison, Tennessee 37115

Return to: W.K. Goodrich, Jr.
P.O. Box 1155
Hendersonville, TN 37075

NASHVILLE CITY BANK AND TRUST CO.

Tennessee Deed of Trust and Security Agreement

THIS INDENTURE, made this 5th day of October, 1984, between MEHDI TAJBAKSH, et ux, AGDAS TAJBAKSH (herein called "Grantor"), and John B. Hardcastle (herein called "Trustee"), and NASHVILLE CITY BANK AND TRUST CO., (herein called "Beneficiary");

Witnesseth: BOOK 5303 PAGE 506

In consideration of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, sell, bargain and convey unto Trustee, his successors and assigns, the real estate described in Exhibit A, which is attached hereto and is incorporated herein by reference (said real estate hereinafter referred to as the "Real Estate");

TOGETHER with all Grantor's right, title, present and future interest, and claim to the Real Estate; and

TOGETHER with all easements and appurtenances belonging to the Real Estate and those owned by Grantor that are beneficial to the Real Estate, and with all tenements, emblements, and hereditaments, including all buildings, structures and other improvements, minerals and mineral rights, flowers, shrubs, crops, trees and timber; and

TOGETHER with all trade, domestic and ornamental fixtures actually or constructively attached to the Real Estate, and all accessions and additions thereto and replacements thereof, including, but not limited to, the following items, which are hereby recognized by the parties to this Indenture as fixtures: all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, boilers, ranges, furnaces, oil burners and units thereof; appliances, air-cooling and air-circulating apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings, doors, screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets and shelves; partitions; ducts and compressors; rugs, carpets, tiling, linoleum, and other floor coverings; chandeliers and other lighting fixtures; paneling, woodwork, molding, millwork, and other decorative trimwork; ceiling tiles and panels; draperies; furniture and furnishings in commercial, institutional and industrial buildings; together with all building materials and equipment now or hereafter delivered to the Real Estate and intended to be installed thereon; (all the real estate described above, including the Real Estate and all fixtures, hereinafter referred to as the "Property");

TO HAVE AND TO HOLD said Property unto Trustee, his successors and assigns forever in trust to secure the payment of all indebtedness presently or hereafter owed by Grantor to Beneficiary, however arising, whether by note, contract, guaranty, operation of law or otherwise (all such indebtedness hereinafter called the "Secured Indebtedness"); and to secure the performance of the covenants and agreements contained herein. The Secured Indebtedness specifically includes, but is not limited to, the following obligations:

The obligation and indebtedness evidenced by the Deed of Trust Note of even date, payable on demand, with the total amount of indebtedness under any contingency in Tennessee, being FIFTY THOUSAND ($50,000.00) DOLLARS.

Grantor warrants that Grantor is lawfully seized of the Property and has good right to convey the same, and that Grantor will forever warrant and defend the title thereto unto Trustee, his successors and assigns, against the claims of all persons whomsoever. Grantor further warrants that the Property is unencumbered except as follows:

Unencumbered

GRANTOR FURTHER COVENANTS AND AGREES WITH TRUSTEE AND BENEFICIARY AS FOLLOWS:

1. SECURITY AGREEMENT. This Indenture is intended to be a security agreement pursuant to the Uniform Commercial Code as presently in effect in the State of Tennessee. Accordingly, Grantor hereby grants to Beneficiary a security interest in all goods located on the Real Estate, including all equipment, inventory, farm equipment, and fixtures and all accessions, additions, replacements, and proceeds thereof, including insurance proceeds (all of the foregoing personal property herinafter referred to as the "Collateral"). Grantor agrees to execute and deliver financing statements, continuation statements and any other statement reasonably deemed necessary by Beneficiary to protect or perfect Beneficiary's interest in the Collateral. Grantor irrecovably appoints Beneficiary as Grantor's attorney-in-fact for the execution and filing of such statements, it being the express understanding of the parties that Beneficiary may sign and file such financing statements, continuation statements, and other statements deemed necessary by Beneficiary. Grantor shall pay for all filing costs and other reasonable expenses of filing such statements. Upon the occurrence of any default as defined herein, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code then in effect in the State of Tennessee and, at Beneficiary's option, may also invoke any remedies provided for in this Indenture. Grantor further agrees that the sale of any property described herein pursuant to the Uniform Commercial Code may be performed at public or private sale, that notice of such a sale shall be deemed reasonable if given five (5) days prior to such sale, and that a foreclosure sale conducted in compliance with the requirements imposed by this Indenture shall be conclusively presumed to be a commercially reasonable sale of any items of the Collateral that may be sold at such sale. (The Property and Collateral shall be hereinafter collectively referred to as the "Premises")

2. PAYMENTS. Grantor shall pay Beneficiary all sums due on the Secured Indebtedness as they become due. Such sums shall be payable at the main office of the Nashville City Bank and Trust Co. in Nashville, Tennessee, or at such other place as Beneficiary may designate in writing.

3. TAXES AND ASSESSMENTS. Grantor shall pay when due all taxes and assessments now existing or hereafter levied or assessed upon the Premises. Grantor shall also pay when due all taxes and assessments levied or assessed against Trustee or the holder of any note which is part of the Secured Indebtedness, for or on account of the Secured Indebtedness or the interest hereby created in the Premises.

4. INSURANCE. (a) Grantor shall keep the Premises insured for the benefit of Beneficiary against loss or damage by fire, lightning, windstorm, hail, explosion, theft, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, and such other hazards as Trustee and or Beneficiary may from time to time require, all in amounts of one hundred percent (100%) of insurable value. All insurance herein provided for shall be in form and substance satisfactory to, and issued by insurance companies approved by, Beneficiary. All such policies shall be payable to Beneficiary, without contribution by Beneficiary, pursuant to the New York Standard or other mortgagee clause satisfactory to Beneficiary. Grantor hereby assigns to Beneficiary, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises. Immediately upon the request of Beneficiary, Grantor shall deliver such policies to Beneficiary. If Beneficiary, on account of any insurance on the Premises, receives any money for loss or damage, such amount may, at the option of Beneficiary, be retained and applied by Beneficiary toward payment of the Secured Indebtedness, or be paid to Grantor, wholly or in part, subject to such conditions as Beneficiary may require. Beneficiary is hereby appointed attorned-in-fact for Grantor to receive any sums collected under policies insuring the Premises, to endorse any drafts or instruments received under such policies, and to make proof of loss for, settle, and give binding acquittances for claims under such policies.

(b) Not less than ten (10) days prior to the expiration date of each policy of insurance required under this Indenture, Grantor shall deliver to Beneficiary evidence of the renewal of such policy or policies. Beneficiary may require that such evidence consist of the presentment of a renewal policy or policies marked "premium paid."

(c) Grantor shall promptly give written notice to Beneficiary of any loss or damage to the premises and will not adjust or settle any such loss without the written consent of Beneficiary. In the event of any default as defined in this Indenture, all right, title and interest of Grantor in and to any insurance policies then in force, and particularly to the unearned premiums therein and existing claims thereunder, shall pass to Beneficiary. Beneficiary may assign and transfer said policies or cancel and surrender the same applying said unearned premiums in such manner as it may elect. In the event of Grantor's failure to keep the Premises insured as herein provided, Beneficiary may, at Beneficiary's option, effect such insurance at Grantor's expense.

(d) In the event of a foreclosure under this Indenture, the purchaser of the Premises shall succeed to all the rights of Grantor, including any right to unearned premiums, in and to all policies of insurance assigned to Beneficiary pursuant to this Indenture.

5. RESERVE FOR ASSESSMENTS AND INSURANCE. Upon demand by Beneficiary, Grantor shall furnish to Beneficiary an official statement of the amount of taxes, assessments, insurance premiums, rents, and other charges to become due on the Premises over the succeeding sixty days. Grantor shall pay to Beneficiary, together with and in addition to any payments of principal and interest payable under the terms of the Secured Indebtedness, an amount reasonably sufficient (as estimated by Beneficiary) to provide Beneficiary with funds to pay taxes, assessments, insurance premiums, rents and other charges next due on the Premises so that the Beneficiary will have sufficient funds on hand to pay said charges thirty (30) days before the date on which they become due. Beneficiary shall pay said charges to the extent of the amount of the then unused credit therefore as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of payment and of the validity of such charges. Beneficiary may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall be immediately due and payable to Beneficiary, shall become part of the Secured Indebtedness, and shall bear interest at the maximum rate allowable under applicable law. Beneficiary may apply any funds held by it for payment of the above charges toward any delinquent payments maturing or due under the terms of the Secured Indebtedness. In no event shall Beneficiary be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with Beneficiary's own funds, pending payment or application thereof as herein provided. The amount of credit existing at any time shall be reduced by the amount thereof paid or applied. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to Grantor.

6. ASSIGNMENT OF AWARDS. The term "award" shall include all amounts that Grantor may be entitled to receive as a result of defects in or damage to the Premises, whether such amount is determined by judgment, settlement, or otherwise. Grantor hereby assigns to Beneficiary the right to recieve all awards, to the extent that such awards do not exceed the outstanding Secured Indebtedness at the time of the award. Beneficiary is hereby appointed as Grantor's attorney-in-fact for the receipt of awards and the endorsement of any instruments received in connection with an award. Beneficiary at its option may apply such awards or any part thereof against the Secured Indebtedness or pay the awards, or that portion of them not applied to the Secured Indebtedness, over to Grantor, subject to such conditions as Beneficiary may require. Beneficiary shall be notified of all defects in and damage to the premises affecting the value there of, shall be included as a party plaintiff in all suits to collect damages as a result of such defects or damage, and no claims that may result in awards may be settled without Beneficiary's written consent. Beneficiary is hereby appointed as Grantor's attorney-in-fact to sue on or settle any claim that might result in an award, but Beneficiary shall have no duty to sue on or settle any such claim. This provision shall apply regardless of the value of the Premises.

7. IMPAIRMENT OF PROPERTY VALUE BY PUBLIC AUTHORITY. Notwithstanding any taking of any of the Property by eminent domain, alterations of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Grantor shall continue to pay all amounts that shall be or become due on the Secured Indebtedness. Compensation for any such taking or injury shall be payable only to Beneficiary, and said award or payment may, at the option of Beneficiary, be retained and applied by Beneficiary toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor, subject to such conditions as Beneficiary may require. If, prior to the receipt by Beneficiary of such award or payment, the Premises shall have been sold on foreclosure of this Indenture, Beneficiary shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, together with any expenses of collecting said award or payment, including legal interest on the deficiency, whether or not a deficiency judgment shall have been sought or denied.

8. APPLICATION OF AMOUNTS APPLIED TO INDEBTEDNESS. Should Beneficiary elect to apply any sum to which it is entitled (other than regular payments on the Secured Indebtedness) toward the reduction of the amount of the Secured Indebtedness, including but not limited to amounts to which Beneficiary may be entitled under Paragraphs 4, 5, 6, and 7 herein, the resulting reduction of the Secured Indebtedness shall occur in the inverse order of its maturity and shall not postpone the obligation of Grantor to make its regular payments as long as any amount of the Secured Indebtedness remains outstanding. Any such reduction shall take effect only upon Beneficiary's receipt of an amount to which it is entitled. No prepayment on the Secured Indebtedness shall be allowed except as specifically provided for in a note or other obligation which is part of the Secured Indebtedness. Beneficiary may waive any part of this provision, but such waiver shall be effective only if made in writing.

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9. DEFAULT DEFINED. A default shall be deemed to have occurred:

(a) should Grantor fail to pay the Secured Indebtedness, or any part therof, when and as the same shall become due and payable;

(b) should any warranty of Grantor herein contained, or any warranty of Grantor contained in any instrument, transfer, conveyance, assignment, or loan agreement given with respect to the Secured Indebtedness, be untrue or misleading in any material respect;

(c) should the Premises be subject to actual or threatened waste, or any part thereof be removed, damaged, abandoned, or materially altered so that the value of the Premises be diminished, irrespective of the resulting value of the Premises;

(d) should any federal tax lien or any claim of lien for labor or material be filed of record against Grantor or the Premises and not be removed by payment or bond within thirty (30) days from the date of recording;

(e) should the fair market value of the Premises depreciate, for any reason, below the amount of the oustanding Secured Indebtedness;

(f) should any law be passed or any court of competent jurisdiction render a decision that endangers or invalidates the effectiveness of the future advance clause contained herein;

(g) should any major change occur in Grantor's ownership, if Grantor is a business;

(h) should any claim of priority to any security provided for herein be asserted by recording or in any legal or equitable proceeding;

(i) should Grantor make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Grantor or of any of Grantor's property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Grantor, pursuant to The Federal Bankruptcy Code or any similar statute, be filed, or should Grantor be adjudicated bankrupt or insolvent, or should Grantor, if a corporation, be liquidated or dissolved or its charter expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire;

(j) should Grantor fail to observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this Indenture or in any other instrument given with respect to the Secured Indebtedness; or

(k) should any event occur under any instrument, deed or agreement, given or made by Grantor to or with any third party, which would authorize the acceleration of any debt to any such third party;

(l) should the Premises be placed under control or in the custody of any court;

(m) should Grantor fail to comply promptly with any requirements of any governmental authority; such requirements including, but not limited to, all ordinances, orders, rules or regulations promulgated by any federal, state, or local government or government agency.

(n) Should there occur, after the date of this Indenture, the passage of any law or ordinance of the United States, the State or any political subdivision thereof, wherein the Premises are situated, or the rendering of any decision by a court of competent jurisdiction, creating or providing for any tax, assessment or charge against the Premises, this Indenture or the Secured Indebtedness or any interest of Trustee or Beneficiary in the Premises or the obligations secured hereby, that is to be paid by Trustee or Beneficiary.

10. REMEDIES UPON DEFAULT. Upon default, Trustee may, at its discretion and without any notice to Grantor except as specified below, do any of the following:

(a) enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor; employ a managing agent of the Premises and lease the same, either in its own name, or in the name of Grantor; and collect the rents, incomes, issues and profits of the Premises and apply the same, after payment of all neccessary charges and expenses, on account of the Secured Indebtedness. If Beneficiary so demands, Grantor will transfer and assign to Beneficiary, in form satisfactory to Beneficiary, Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Premises. Grantor hereby appoints Beneficiary as its attorney-in-fact for the execution of such an assignment.

(b) Pay any sums in any form or manner deemed appropriate by Beneficiary to protect the security of this Indenture or to cure any event of default, which payments may be made according to any bill, statement or estimate furnished or procured from the appropriate public officer or the party claiming payment, without inquiry into the accuracy or validity thereof. A receipt given by any such public officer or party shall be conclusive evidence of the validity and amount of items so paid. Trustee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Trustee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this Indenture.

(c) Foreclose this Deed of Trust and Security Agreement. Trustee, at the request of Beneficiary, and after publishing notice of the time and place of sale at least three (3) different times in some newspaper published in the county or counties in which the Real Estate is located, the first of which publications shall be at least twenty (20) days prior to said sale, shall proceed to sell the Premises, at public auction for cash, and in bar of the right and equity of redemption, homestead, dower, statutory right of redemption, and all other rights and exemptions of every kind, all of which are hereby waived by Grantor. If the Real Estate is located in two or more counties, it may all be sold in one of the counties if Trustee so elects. Otherwise, the sale shall occur in the county in which land is located unless Trustee, in its reasonable discretion, elects to conduct the sale elsewhere. Trustee shall apply the proceeds from such sale(s) in the following priority: First, payment of all costs and expenses of such sale(s), including a reasonable fee to Trustee and its attorney (such fees to become absolutely due and payable whenever foreclosure is commenced, whether or not a foreclosure sale is ultimately held); Second, payment of all taxes due on the Premises; Third, payment of the Secured Indebtedness and interest thereon. The surplus, if any, shall be paid to Grantor.

(d) Instead of foreclosing this Deed of Trust by advertisement and sale as above provided, Trustee or Beneficiary may, at its option, institute appropriate proceedings of foreclosure in equity or at law. Upon the institution of such proceedings, Grantor shall, without notice to Grantor, be entitled to have a receiver appointed to take possession of the Premises. Trustee or Beneficiary shall be entitled to all of the rents, issues and profits arising from the Premises during the pendency of any such foreclosure proceedings.

11. AGREEMENTS RELATING TO SALE. In the event of any sale under this Indenture or pursuant to any order in any judicial proceedings or otherwise, the Premises or any part thereof may be sold, in one parcel or in such parcels, manner or order as Beneficiary in its sole discretion may direct. One or more exercises of the power of sale provided for herein granted shall not extinguish or exhaust said power until the entire Premises has been sold or the Secured Indebtedness has been paid in full. Trustee is hereby released from obligations imposed by statute which can be waived, including qualification and bond. It is agreed that Trustee or Beneficiary, in the event of any sale of the Premises, may bid and buy as any third person might. Trustee may delegate, at its discretion, any authority possessed under this Indenture, including the authority to conduct a foreclosure sale. A foreclosure sale may be adjourned by Trustee at the Courthouse on the date the sale is originally set and may be reset at a later date by announcement and without any further publication. If Trustee announces before bidding that any offers received shall be reconsidered upon failure of the high bidder to complete the sale, and the high bidder should subsequently become incapable or unwilling to complete the purchase, then Trustee may, at its option, declare the next highest bidder who is willing to reopen his highest bid to be the high bidder of that sale. Grantor further agrees that in the event of any sale hereunder, it will at once surrender possession of the Premises, will from the moment of sale be the tenant at will of the purchaser, will be removable by process as upon a forcible and unlawful detainer suit, and will be liable to pay said purchaser the reasonable rental value of said Premises after such sale.

12. MAINTENANCE OF PREMISES. Grantor shall maintain the Premises in good condition and repair. Grantor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this Indenture, which may incur any substantial damage. Without the prior written consent of Beneficiary, there shall be no removal, demolition, or material alteration of any part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, or equipment. Grantor shall complete within a reasonable time and pay for any building, structure or other improvement at any stage of the process of construction on the Premises herein conveyed. Grantor shall not initiate, join in, or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or prescribing the uses which may be made of the Premises or any part thereof, without the prior written approval of Beneficiary. Trustee and/or Beneficiary and any persons authorized by Trustee and/or Beneficiary shall have the right to enter and inspect the Premises at all reasonable times, and access thereto shall be permitted for that purpose.

13. FAITHFUL LESSOR. Grantor shall faithfully perform the covenants of Grantor as lessor under any present or future lease affecting the Premises. Grantor shall not do or neglect to do or permit to be done, anything which may cause the termination of any of said leases, or which may diminish or impair their value, the value of the rents provided for therein, or the interest of Grantor, Beneficiary, or Trustee therein. Grantor, without first obtaining the written consent of Beneficiary, shall not (a) further assign the rents, or any part thereof, from the Premises, (b) consent to the cancellations, modification or

surrender of any lease of the Premises, (c) collect rents from the Premises for more than one month in advance, or (d) enter into any lease of the Premises without written approval from Beneficiary. Within thirty (30) days after demand, Grantor shall procure and deliver to Beneficiary, estoppel letters or certificates from each lessee, tenant or occupant in possession of the Premises, in form and substance satisfactory to Beneficiary, and deliver to Beneficiary a recorded assignment of all of Grantor's interest in said leases. Said assignment shall be in form and substance satisfactory to Beneficiary and Grantor shall also deliver proof of due service of copy of said assignment on each lessee, either personally or by prepaid certified mail, return receipt requested.

14. DISCLOSURE OF LEASES AND COLLATERAL. Grantor shall deliver to Beneficiary, within ten (10) days after demand by Beneficiary, (a) statement in such reasonable detail as Beneficiary may request, certified by Grantor or an executive officer of a corporate Grantor, of the leases relating to the Premises, and (b) a statement in such reasonable detail as Beneficiary may request, certified by a certified public account or, at the option of Beneficiary, by Grantor or an executive officer or treasurer of a corporate Grantor, of the income from and expenses of any one or more of the following: (a) the conduct of any business on the Premises, (b) the operation of the Premises, or (c) the leasing of the Premises or any part thereof, for the last twelve (12) month calendar period prior to the giving of such notice. Upon demand, Grantor shall furnish to Beneficiary executed counterparts of any such leases and shall provide Beneficiary with convenient facilities for the audit and verification of any such statements. At Beneficiary's request, Grantor shall furnish a list of all Collateral secured by the Security Agreement contained herein. BOOK 5603 PAGE 508

15. ASSIGNMENT OF RENTS. Grantor hereby assigns to Beneficiary all rents, revenues, incomes and profit of the Premises, including those now or hereafter due, subject only to the condition that Beneficiary shall not collect such rents, revenues, incomes and profits so long as Grantor is not in default as defined in this Indenture. Upon default, Beneficiary may notify each tenant of the Premises of its intent to exercise its rights under this assignment. Grantor agrees that commencing upon delivery of such notice, each tenant and lessee of the Premises shall pay all accrued and subsequent rents to Beneficiary or Beneficiary's agents, without any liability on the part of the tenant or lessee to inquire further as to the existence of a default by Grantor. Beneficiary's right to receive such rents shall not be affected by the institution of any bankruptcy, reorganization or insolvency proceedings by or against Grantor.

16. CHOICE OF SECURITY. If the indebtedness secured hereby, or any part thereof, is now or hereafter further secured by chattel mortgages, deeds of trust, security interests, pledges, contracts of guaranty, assignments of leases or of other securities, Beneficiary may at its option exhaust any one or more of said securities and the security hereunder either concurrently or independently, and in such order as it may determine, and Beneficiary shall not be required to marshall assets.

17. NONEXCLUSIVE POWERS AND REMEDIES. The rights of Trustee and Beneficiary arising under this Indenture are in addition to all rights that Trustee or Beneficiary may have at law or equity. No act of Trustee or Beneficiary, including the institution of suit to recover any part of the Secured Indebtedness, shall be construed as an election to proceed under any one provision herein to the exclusion of any others or as an election of remedies to the bar of any other remedy allowed at law or in equity.

18. INDULGENCE NOT WAIVER. Any indulgence in Grantor's departure from the terms of this Indenture shall not prejudice Beneficiary's or Trustee's rights to require strict compliance herewith and to exercise any rights they possess under this Indenture, including the right to declare a default and proceed with any remedy available under this Indenture.

19. FURTHER ASSURANCES OF OBLIGATION AND TITLE. Upon demand, Grantor shall execute and deliver to Beneficiary any further instrument or instruments, including, but not limited to, deeds of trust, security agreements, extensions of any liens created herein, financing statements, continuation statements, assignments, and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured, the legal title of Trustee to the Premises, and the security interest arising under this Indenture. Grantor shall pay all fees and expenses incurred by Beneficiary in the filing of such instruments. Upon request made by Beneficiary either personally or by mail, Grantor shall certify by a writing, duly acknowledged, to Trustee and or Beneficiary or to any proposed assignee of this Indenture, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within six (6) days in case the request is made personally, or within ten (10) days after the mailing of such request in case the request is made by mail. Grantor hereby appoints Beneficiary as its attorney-in-fact for the execution of extensions of all liens created herein, as Beneficiary may deem necessary.

20. TRUSTEE COMPENSATION. Trustee shall be entitled to reasonable compensation for all services rendered, and shall be reimbursed for all necessary and reasonable expenses, charges and attorneys' fees, including fees for legal advice concerning its duties and rights in the Premises and title examinations.

21. REMOVAL OF TRUSTEE. Beneficiary shall at all times have the irrevocable right to remove Trustee without notice or cause and to appoint Trustee's successor by an instrument in writing and in such form as to entitle such written instrument to be recorded in Tennessee. In the event of the death or resignation of Trustee, Beneficiary shall have the right to appoint its successor by such written instrument. Any Trustee appointed pursuant to this paragraph shall be vested with title to the Premises and shall possess all the powers, duties and obligations herein conferred on Trustee in the same manner and to the same extent as though he were named herein as Trustee.

22. WAIVER OF EXEMPTIONS. Grantor, for himself and family, hereby waives and renounces all homestead and exemption rights provided for by the Constitution and Laws of the United States or the State of Tennessee, in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof.

23. TIME OF ESSENCE. Time is of the essence of this Indenture.

24. DEFENSE OF BENEFICIARY'S INTEREST. Grantor will promptly cause to be removed all claims or liens against any of the Premises except as listed above. If Beneficiary, in its discretion, should deem it necessary to bring or defend any action to exercise, protect or establish any of its rights hereunder, Grantor agrees to participate in such action in good faith and to the extent requested by Beneficiary. Grantor will pay, in addition to costs and expenses allowed by law, Beneficiary's reasonable expenses of bringing or defending such action, including reasonable attorney's fees.

25. NO OTHER ENCUMBRANCES OR SALE WITHOUT CONSENT. Grantor shall not create or suffer to be created any security interest in the Premises without first obtaining the written consent of Beneficiary. Grantor shall not directy or indirectly lease, transfer, sell or mortgage any legal or equitable interest in the Premises, without first obtaining the written consent of Beneficiary. Specifically prohibited without written consent, but not to the limitation of the foregoing, are (a) the granting of junior encumbrances on the Premises, (b) the transfer of any interest in the Premises to produce a 'wraparound' financing arrangement, or (c) the transfer of any interest in the Premises whether or not accompanied by purported assumption of Grantor's obligations under the Secured Indebtedness.

26. SCOPE OF DEFINITIONS. The words "Grantor," "Beneficiary," and "Trustee," whenever used herein, shall mean the respective parties originally entering into this Indenture and their respective heirs, executors, administrators, legal representatives, successors and assigns, and all those holding under any of them. The pronouns used herein shall include, when appropriate, either gender and both singular and plural. The word "Premises," whenever used herein, is not used in a strictly collective sense, but includes parts and fractions of the property herein conveyed as well as the aggregate of such property.

27. AMENDMENT. Any amendment to or modification of this Indenture may be made by and between Grantor and Beneficiary without necessity of joinder therein by Trustee. Any such amendment or modification, to be valid, must be made in writing, signed by Grantor and Beneficiary, and duly recorded.

28. METHOD OF NOTICE. Every notice, demand or request to be made upon Grantor shall be deemed fulfilled by a) oral expression made to Grantor or, if Grantor is a corporation, to any of Grantor's executive officers; b) a written request that is deposited, postage prepaid, in the U.S. Mail, said writing being either addressed to Grantor at its address last known to Beneficiary or to the street address of the Premises hereby conveyed. Any notice that must be given Beneficiary shall be effective only upon Beneficiary's receipt of duplicate written notices at its main office, 315 Union Street, Nashville, Tennessee 37201, addressed to the attention of the credit and real estate departments, respectively, or otherwise as Beneficiary may require.

29. PRIORITY OF SECURITY FOR FUTURE ADVANCES. It is the intent of the parties hereto that the Premises shall secure all indebtedness presently or hereafter owed Beneficiary by Grantor, and that the priority of Beneficiary's security for all such indebtedness shall be controlled by the time of proper recording of the security interests created by this Indenture. This paragraph shall serve as notice to all persons who may seek or obtain a lien on the Property subsequent to the date of recording of this Indenture that until this Deed of Trust is released, any debt owed Beneficiary by Grantor, including future advances made subsequent to the recording of this Indenture, shall be secured with the priority afforded this Indenture as recorded.

30. SEVERABILITY. Should any provision or clause of this Indenture be held invalid for any reason, the remaining provisions of this Indenture shall be given effect to the extent possible absent the invalid provision. To this end, the provisions of this Indenture are declared to be severable.

31. INTEREST ON AMOUNTS DUE BENEFICIARY. Any payment or expense that Grantor is required to pay under this Indenture may be paid on Grantor's behalf by Beneficiary. Any such payment made by Beneficiary and all other expenses that Beneficiary may incur under this Indenture shall immediately be due and payable to it, shall become a part of the Secured Indebtedness, and shall bear interest at the maximum legal rate allowed under applicable law.

32. GOVERNING LAW. The validity, construction, and effect of this Indenture, any instrument secured hereby and of any other writing executed in connection herewith shall be governed by the laws of the State of Tennessee.

33. CAPTIONS NOT CONTROLLING. Captions to the paragraphs of this Indenture have been included for convenience and do not limit or control the contents of the respective paragraphs.

Mehdi Tajbaksh

Grantor MEHDI TAJBAKSH

Grantor AGDAS TAJBAKSH

A Agdas Tajbaksh

Grantor

NASHVILLE CITY BANK AND TRUST CO.

By: Bradley Bass III

Title: Assistant Vice President

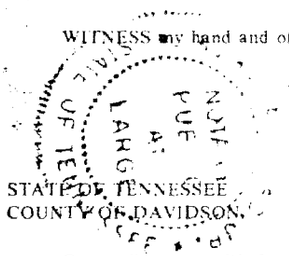
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MEHDI TAJBAKSH, et ux, AGDAS TAJBAKSH, the 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 5th day of October 19 84

W. K. Dunn
Notary Public

My commission expires: 2/11/87



STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5393 PAGE 509

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____, the bargainor(s), 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

My commission expires:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged _____ self to be _____ of _____, the within named bargainor, a corporation, and that _____ as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by _____ self as _____.

WITNESS my hand and seal at office in _____, Tennessee, this _____ day of _____ 19_____

_____
Notary Public

My commission expires:

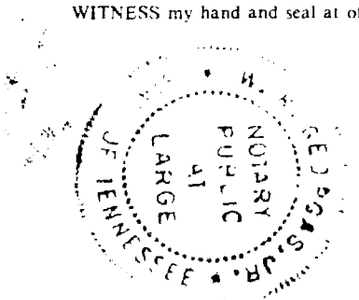
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared BRADLEY BAUGH, III, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Assistant Vice President of NASHVILLE CITY BANK AND TRUST CO., the within named bargainor, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him self as Assistant Vice President.

WITNESS my hand and seal at office in Nashville, Tennessee, this 5th day of October 19 84

W. K. Dunn
Notary Public

My commission expires: 2/11/87



OTHER ACKNOWLEDGEMENT

EXHIBIT A

LAND in Davidson County, Tennessee, being Lot No. 114 on the Plan of Sherry Heights, Section 3, of record in Book 2331, Page 126 and 127, Register's Office for Davidson County, Tennessee.

BEGINNING at a point in the southerly margin of Burgundy Drive, the common corner of lots 114 and 115; thence with the line between said lots southwardly 137.1 feet to a concrete monument, the common corner of lots 114, 115, and 113; thence eastwardly with the line between lots 113 and 114, 189.0 feet to a point in the westerly margin of Rhine Drive; thence with the margin of Rhine Drive northwardly 228.2 feet to a concrete monument, the beginning of a curve; thence northwestwardly around said curve 39.3 feet to a concrete monument in the southerly margin of Burgundy Drive; thence westwardly with the margin of said Burgundy, 192.0 feet to the beginning.

BEING the same property conveyed to Mehdi Tajbaksh, by deed from James Dean Merryman, et ux, Bonnie C. Merryman, which deed is being placed of record simultaneously herewith in the Register's Office for Davidson County, Tennessee.

IDENTIF. REFERENCE
Oct 5 4 14 PM '84
DAVIDSON COUNTY, TN
I.S 4.9 4.9

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5393 PAGE 511

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

50000.00- MAMT.
48.00 MSTAX
.50 PRFEE
15.00 TDEED
CHECK 63.50-
6721A10/05/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 5 4 9 4 9

T.
IDENTIF. REFERENCE

Oct 5 4 14 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0075069