Installment Deed

This Instrument Prepared by
George H. Thompson, III
734 Stahlman Building
Nashville, TN 37201

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
AMIR KARSHENAS (NAME)	AMIR KARSHENAS (NAME)	MAP 92-9
P.O. BOX 111612 (STREET ADDRESS OR ROUTE NUMBER)	P.O. BOX 111612 (STREET ADDRESS)	Parcels 58 & 59
NASHVILLE, TN 37222 (CITY) (P. O. ZONE) (STATE)	NASHVILLE, TN 37222 (CITY) (ZONE) (STATE)	11W 64460/64465

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FOR AND IN CONSIDERATION of the sum of THREE THOUSAND ($3,000.00)----------00/100 Dollars, of which SEVEN HUNDRED & FIFTY ($750.00----------00/100 Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND TWO HUNDRED & FIFTY ($2,250.00)----------00/100 Dollars, AMIR KARSHENAS has executed

ONE INSTALLMENT DEED NOTE

IN THE AMOUNT OF TWO THOUSAND TWO HUNDRED & FIFTY ($2,250.00) DOLLARS, at 10% interest per annum, payable to Harold S. Bernard, dated May 9, 1986, providing for monthly installments of FORTY SEVEN DOLLARS AND EIGHTY ONE CENTS ($47.81) on the first day of each month for FIFTY NINE MONTHS with the final payment being due on the first day of May, 1991 in the amount of FORTY SEVEN DOLLARS AND FIFTY THREE CENTS ($47.53), for a total of SIXTY monthly payments.

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, HAROLD S. BERNARD

have this day bargained and sold, and do hereby transfer and convey unto the said AMIR KARSHENAS his (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A certain tract or parcel of land in Davidson County, State of Tennessee, as follows: Lots Nos. 111 and 112 in W.R. Wilson Tract, a plan of which is recorded in Book 57, Page 100, Registers Office for Davidson County, Tennessee.

Said Lots Nos. 111 and 112 front 100 feet together on the north side of Delaware Avenue, formerly Watkins Street, and run back 106 feet, more or less, to an alley on which they measure 95 feet.

Being the same property conveyed to Metropolitan Government of Nashville and Davidson County by tax sale of record in Book 5412, Page 782 and Book 5565, Page 779, Register's Office for Davidson County, Tennessee.

These are unimproved properties located on Delaware Avenue. Seller warrants to pay all outstanding leins, if any, up to the time of this purchase.
Included in this description but expressly excluded from this conveyance is that portion of the property now contained in the right-of-way of I-40 which was conveyed to the State of Tennessee by Judgement recorded in Book 4002, Page 858, Register's Office for Davidson County, Tennessee. (See attached for restrictive agreements, covenants and restrictions).

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer, is $ 3,000.00

Subscribed and sworn to before me, this the 9th day of May, 19 86

Affiant

My commission expires 3/21/90 (Affix Seal)

Notary Public

This is unimproved (X) improved ( ) property, known as Lots Nos. 111 & 112 Deleware Avenue; Nashville, TN 37209
(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 HAROLD S. BERNARD HIS (successors), heirs and assigns forever. do covenant that he lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said Amir Karshenas his (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 George H. Thompson, III hereinafter referred to as trustors, hereby transfer and convey unto George H. Thompson, 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 $insurable, 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 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The words "Trustors" when used herein shall apply to parties both singular and plural.

Witness my hand on this 9th day of May, 1986, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Harold S. Bernard

HAROLD S. BERNARD

AMIR KARSHENAS

Amir Karshenas

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 HAROLD S. BERNARD & AMIR KARSHENAS

the bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson, Co., Tennessee this 9th day of May, 1986.

My commission expires Jan. 21, 1990 Notary Public Monica D. Edwards

STATE OF TENNESSEE
COUNTY OF

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged _____ to be the _____ and _____ respectively of _____, the within named bargainor, a corporation, and that _____ as such _____ and _____, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____, as _____ and attesting the same by the said _____, as _____

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

_____ Notary Public

Commission expires _____

INSTALLMENT DEED

FROM HAROLD S. BERNARD

TO AMIR KARSHENAS

Published by

Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

ATTACHMENT One of One Pages

AGREEMENTS, COVENANTS AND RESTRICTIONS
of
LOTS NOS. 111 & 112 W.R. WILSON TRACT

This conveyance is expressly subject to the following agreements, covenants and restrictions, which agreements, covenants, and restrictions, run with the land and relate to the entire above described property:

No advertising sign, billboard or other advertising devise shall be permitted, erected, placed or suffered to remain upon said premises.

Grantee(s) agree(s) to require that these restrictions shall be recited at length in all future deeds of the premises hereby conveyed.

These restrictions shall remain in full force and effect for thirty (30) years from the date the deed as of record in Book 6637, Page 326, Register's Office for Davidson County, Tennessee, containing the recited date of August 20, 1985. Said restriction shall be considered as covenants running with the land and shall bind the undersigned and his/their heirs, executors, and administrators, and all future assigns of said premises, or any part or parts thereof, during said period of thirty (30) years.

If the Grantee(s) hereto or any of them, or his/their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for the Grantor, its heirs and assigns, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing, or to recover damages or other expenses, including reasonable attorney's fees, for such violation.

99643

IDENTIFICATION REFERENCE

MAY 12 10 01 AM '86

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

RECEIVED

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

3000.00- CAPT.
2250.00- MAINT.
7.80 CSTAX
.20 MSTAX
.50 PRFEE
9.00 WDEED
CHECK 17.50-

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

99643

IDENTIFICATION REFERENCE

May 12 10 51 AM '88

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TN

No. 246576