This Instrument Prepared By:
PARSONS, NICHOLS & JOHNSON
Attorneys at Law
101 W. Main St.
Manchester, TN 37355

LAND INSTALLMENT SALE AGREEMENT

THIS LAND INSTALLMENT SALE AGREEMENT is made and entered into as of the 31st day of May, 1996, by and between RABON W. JOHNSON and GARY A. TOLIVER, whose address is 70 Big Falls Circle, Manchester, Tennessee, 37355, hereinafter called "Sellers", and REZA M. ALVIRI and wife, FARANAK DAVACHI, whose address is 7456 Stacy Drive, Nashville, TN. 37221 hereinafter called "Buyers".

W I T N E S S E T H:

1. SALE. In consideration of the payment by the Buyers to the Sellers of the sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) as earnest money and in partial payment of the down payment portion of the purchase price, and subject to the terms and conditions herein, the Sellers do hereby agree to sell to the Buyers, and the Buyers agree to purchase from the Sellers, in "as is" condition, the real estate described below, together with all of the improvements thereon and appurtenances thereto, being more particularly described as follows:

TRACT NO. 1: Being Lot No. 38 on the map of the resubdivision of the Wilcox property, as of record in Book 421, page 42, Register's Office of Davidson County, Tennessee.

Said Lot No. 38 fronts 50 feet on the northerly side of Charlotte Pike and runs back 148 feet on the westerly line and 147 feet on the easterly line to an alley measuring 50 feet thereon.

TRACT NO. 2: Being Lot No. 39 on the plan of Wilcox Subdivision of a 29 (25) acre tract, a plan of which is of record in Book 161, page 159, Register's Office of Davidson County, Tennessee, also described as Lot 39 on the plan of the resubdivision of the Wilcox property, as of record in Book 421, page 42, said Register's Office.

Said Lot fronts 50 feet on the north side of Charlotte Avenue and runs back 149 feet on the west line and 148 feet on the east line to an alley in the rear, on which it measures 50 feet.

TRACT NO. 3: Being Lot No. 40 on the map of the resubdivision of the Wilcox property, of record in Book 421, page 42, Register's Office of Davidson County, Tennessee.

Said Lot No. 40 fronts 50 feet on the northerly side of Charlotte Pike and runs back 149 feet on the easterly line and 150 feet on the westerly line, along the easterly margin of 35th Avenue North, formerly Remy Street, to an alley in the rear on which it measures 50 feet.

Being the same property conveyed to David A. Harrington and Charles W. Dunn, as Tenants in Common, by Warranty Deed from Hutton Construction Company, Inc., dated March 4, 1982, of record in Book 5857, page 647, Register's Office of Davidson County, Tennessee.

The above description is taken from Deed of Trust dated the 30th day of March, 1993, of record in Trust Deed Book _____, page _____, Register's Office of Davidson County, Tennessee.

2. PURCHASE PRICE. The Buyers agree to purchase the Property and to pay therefor the total sum of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($175,000.00). The Buyers shall pay THIRTY-FIVE THOUSAND AND NO/100 DOLLARS ($35,000.00) down at closing, and the balance of ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($140,000.00) shall be represented by a Promissory Note executed by each of the Buyers and shall be paid in ONE HUNDRED TWENTY (120) monthly installments of principal and interest. The first monthly installment shall be due on the 30th day of June, 1996. The outstanding balance of the purchase price shall bear interest at the rate of TEN PERCENT (10%) per annum, commencing at the date of closing and continuing until May 30th, 2006. The amount of the monthly installments commencing June 30th, 1996, and continuing through May 30th, 2006, shall be ONE THOUSAND, EIGHT HUNDRED FIFTY AND 11/100 DOLLARS ($1,850.11) each. Each monthly installment shall be applied first to the payment of interest earned on the outstanding balance of the purchase price, and then toward the balance of the purchase price. The final installment due May 30th, 2006, shall be an amount equal to the interest earned on the outstanding balance of the purchase price plus the outstanding balance of the purchase price.

3. POSSESSION AND CONVEYANCE OF TITLE. The Sellers shall deliver possession of the Property to the Buyers at the closing. Title to the Property shall not pass to the Buyers until the full purchase price for the Property has been paid, except as provided below. The Buyers may pay the full outstanding balance of the purchase price at any time and without penalty. The Buyers acknowledge that the Sellers have an outstanding seven (7) year note in the initial principal amount of $100,000.00, secured by a Deed of Trust on the Property, and the Sellers agree to make all payments as required by such Note and Deed of Trust current and not in default. The Buyers may at any time prepay a portion of the outstanding purchase price in an amount sufficient to enable the Sellers to pay their Note in full, and the Sellers will so pay their Note upon receipt of such payment and written directions of the Buyers to do so. Upon the payment in full of the Sellers' Note, or upon the payment in full of the outstanding purchase price for the Property, the Sellers will convey to the Buyers by a good and valid Warranty Deed, subject to taxes and assessments, if any, restrictions, easements and agreements of record, if any, and any liens or other encumbrances created directly or indirectly by the Buyers. At such time, if the purchase price for the property is not paid in full, the Buyers agree to execute such additional documentation, including a Promissory Note and Deed of Trust, in form and substance as the Sellers may require to keep themselves fully secured. The Buyers may record a memorandum of this Agreement to evidence their interest in the Property, the form and substance of which memorandum shall be approved by the Sellers; provided, however, in the event of a conflict of terms between this Agreement and such memorandum, the terms of this Agreement shall be controlling.

4. INSURANCE. The Sellers shall carry and maintain in full force and effect continuously until the Property is conveyed by Warranty Deed to the Buyers fire and extended coverage

insurance on all buildings and other improvements situated on the Property in an amount not less than ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($140,000.00), a $100,000.00 portion of that amount of insurance shall name the First Mortgagee as the insured party. The balance of that insurance amount shall name the Sellers as the insured parties. The cost of said insurance coverage shall be paid by the Buyers.

The Buyers shall carry comprehensive public liability and property damage insurance with respect to the business operated by the Buyers on said Property in the minimum amounts for bodily injury or the death of persons, of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00). Proof of said insurance shall be provided by the Buyers to the Sellers.

In the event that the Buyers fail to maintain and pay for such insurance, at any time during the period of this Agreement, the Sellers shall have the right to furnish and pay same and to add such amount to the principal hereunder and such amount shall bear interest at a rate to be determined by the Sellers.

5. UTILITIES AND REPAIRS. The Buyers agree to pay all utilities, including electric, gas and water charges, and to keep the Property in good condition, and further agree to make all necessary inside and outside repairs to the Property at their expense. However, the Buyers agree that they will not make structural alterations or additions in or to the Property without submitting the plans and specifications to the Sellers for approval, which approval shall not be unreasonably withheld, and, further, that they will not permit or suffer any waste therein.

6. LAWS AND ORDINANCES. The Buyers agree that they will conform to, obey and comply with all the present and future laws and regulations of the United States of America, State of Tennessee, County of Davidson, and all of the governmental authorities or agencies and all of the departments, bureaus, boards and officials respecting the Property and the use and occupation thereof.

7. INSPECTION OF THE PREMISES. The Buyers agree that they will permit the Sellers, or the Sellers' agents or representatives, to enter upon the Property at all reasonable times after written notice has been given to examine the condition of the same and to make necessary repairs at the Buyers expense if they should decide to do so, but this paragraph shall not in any way relieve the Buyers of their obligations to make repairs as provided in Paragraph 5 herein.

8. NON-ASSIGNABILITY. It is agreed and understood that this Agreement shall not be assignable by the Buyers herein without the written consent of the Sellers. The Buyers shall not create, permit or suffer any liens or encumbrances against the premises. The Buyers shall, at their expense, cause to be discharged or removed by bond, within thirty (30) days of the filing thereof, any lien or other encumbrance filed against the Property subsequent to the closing, but prior to title passing to the Buyers.

9. CLOSING. This sale shall close not later than May 31, 1996.

10. PROPERTY TAXES. Real estate taxes are to be prorated as of the date of closing. Thereafter, the Buyers shall pay the annual real estate taxes due on the Property by January 1 of the following year, and shall provide the Sellers with written evidence of such payment by January 15 of the following year.

11. FUEL STORAGE TANKS. The Sellers and the Buyers acknowledge that the two underground fuel storage tanks previously located on the Property have been removed. The Buyers acknowledge and confirm that the Sellers have delivered to the Buyers a satisfactory letter from the Tennessee Department of Environment and Conservation showing that additional monitoring and corrective action concerning the Property are not required.

12. DEFAULT. It is mutually agreed by and among the parties hereto that if the Buyers shall fail or neglect to pay any one of the installments of the purchase price or interest or

the taxes, assessments, and insurance within fifteen (15) days of when the same become due, or shall fail to insure the Property or to keep the same insured, or shall fail to pay the Sellers for insurance coverage as stated herein, or shall fail to keep, to observe and perform all of the covenants and conditions of this Agreement, then all the installments and the amounts remaining unpaid shall, at the Sellers' option, immediately become due and payable and the Sellers may terminate this Agreement by giving ten (10) days written notice to the Buyers, and the Sellers shall then retake possession of the Property from the Buyers, time being of the essence of this Agreement. Waiver of any default shall not be deemed a waiver of any other default or impair the Sellers' rights arising out of any default. In the event that the Sellers shall exercise its right to retake possession of the Property pursuant to the provisions of this paragraph, the Buyers shall forfeit any and all rights and interests hereunder in and to the Property, and the Buyers shall surrender to the Sellers, forthwith, peaceable possession of the Property, together with any and all improvements placed on and in the Property. In addition, any monthly installments paid by the Buyers prior to such default may be retained by the Sellers without obligation of reimbursement as partial damages, and the Sellers shall be free to sell and convey the Property to any other party. Should Sellers default in the performance of this Agreement on their part at the time and in the manner specified, then the Buyers may, in addition to the Buyers' other remedies at law, either enforce the Sellers' obligations hereunder in a suit for specific performance, or sue for damages.

13. PERSONAL INJURIES. The Buyers shall jointly and severally indemnify and hold the Sellers free and harmless from any and all demands, loss or liability resulting from the injury to or death of any person or persons because of the direct or indirect acts or omissions of the Buyers or the condition of the

Property at any time or times after the date possession of the Property is delivered to the Buyers.

14. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties, and their heirs, personal representatives, executors, successors and assigns.

15. DISPUTES. In the event that any dispute arises among the parties hereto relating to the interpretation, enforcement, or performance of this Agreement and such matter is referred to an attorney for resolution, the prevailing party shall be entitled to collect from the losing party any attorneys' fees reasonably incurred by the prevailing party based on hourly charges in connection therewith, together with any costs and expenses in the event of litigation.

16. JOINT AND SEVERAL LIABILITY. Each of the Buyers hereby acknowledge and agree that they shall be jointly and severally liable for all obligations imposed upon the Buyers by this Agreement.

17. CAPTIONS. The headings or captions of the paragraphs of this Agreement are inserted for convenience and reference only and shall not be deemed a part hereof or used in the construction or interpretation hereof.

18. SEVERABILITY. The provisions of this Agreement are severable. If any provision, phrase, clause or word hereof is rendered or declared illegal, as violative of public policy of otherwise, then such provisions, phrase, clause or word shall be deemed stricken and deleted from this Agreement, and it shall not violate, invalidate, impair or otherwise affect any other provision, phrase, clause or word hereof.

19. COMPLETE AGREEMENT. This Agreement supersedes all prior negotiations, statements, and agreements between the parties hereto and sets forth the entire agreement between the parties hereto with respect to the subject matter hereof. The parties acknowledge that there have been no representations, warranties,

covenants, or agreements with respect to the subject matter hereof other than those contained in this Agreement.

20. GOVERNING LAW. This Agreement shall be governed and enforced under the laws of the State of Tennessee.

21. FURTHER ACTS. Each party agrees to perform such further acts and to execute and deliver such further and additional instruments and documents as may be necessary or reasonably deemed advisable to carry out the purposes of this Agreement.

22. COUNTERPARTS. This Agreement may be executed in one (1) or more counterparts, each of which shall be considered an original but all of which together shall constitute one (1) and the same Agreement.

IN WITNESS WHEREOF, the parties have set their hands to duplicate copies hereof on the day and year first above written.

Rabon W. Johnson
RABON W. JOHNSON, Seller

Gary Toliver
GARY A. TOLIVER, Seller

REZA M. ALVIRI, Buyer

Faranak Davachi
FARANAK DAVACHI, Buyer

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said State and County, RABON W. JOHNSON, one of the bargainors herein, with whom I am personally acquainted, or who proved his identify upon satisfactory evident, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND at office this 31st day of May, 1996.

J. Rod Shirley Jr.
NOTARY PUBLIC

My Commission expires: May 23, 1998

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said State and County, GARY A. TOLIVER, one of the bargainors herein, with whom I am personally acquainted, or who proved his identify upon satisfactory evident, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND at office this 31st day of May, 1996.

J. Paul Shirley
NOTARY PUBLIC

My Commission expires: May 23, 1998

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said State and County, REZA M. ALVIRI, one of the bargainors herein, with whom I am personally acquainted, or who proved his identify upon satisfactory evident, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND at office this 31st day of May, 1996.

J. Paul Shirley
NOTARY PUBLIC

My Commission expires: May 23, 1998

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said State and County, FARANAK DAVACHI, one of the bargainors herein, with whom I am personally acquainted, or who proved his identify upon satisfactory evident, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND at office this 31st day of May, 1996.

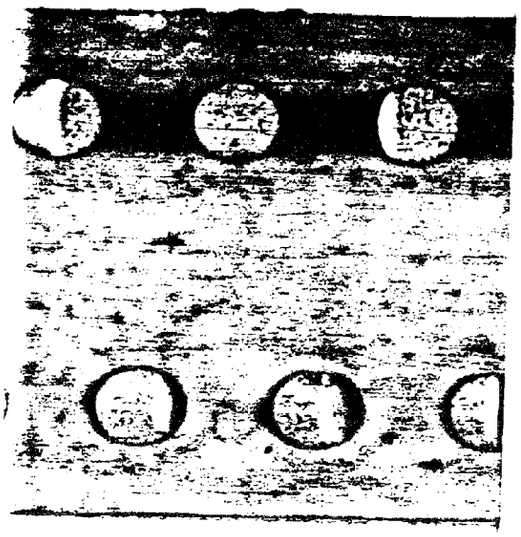
J. Paul Shirley
NOTARY PUBLIC

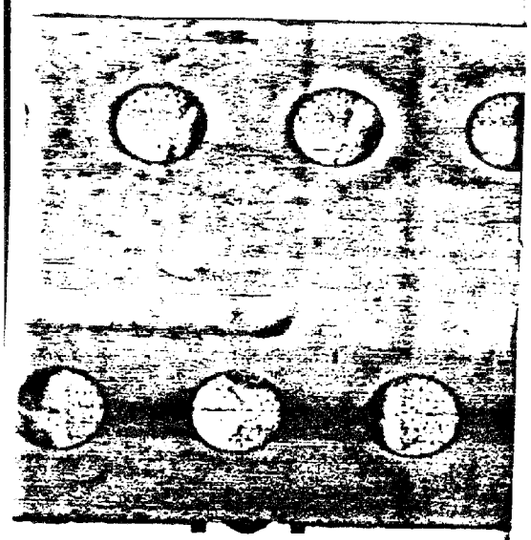
My Commission expires: May 23, 1998

0193594
IDENTIFICATION REFERENCE

96 JUN 18 AM 8:53
FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN.

4453 06/18 0101 03CHECK 195.70





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

RECEIVED OF _____

FOR _____

BOOK 10089 PG 357

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
			MAMT	
				140000.00
			MOR TX	158.70
			PRFEE	1.00
			MISC	36.00
			TOTAL	195.70
			CHECK	195.70
06/18/96	01		08:55 0001	4453

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0193594
IDENTIF. # REFERENCE

96 JUN 18 AM 8:53
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1052256