BOOK 10237 PG 469

This instrument prepared by:
SHERRARD & ROE, PLC
424 Church Street, Suite 2000
Nashville, Tennessee 37219

Maximum principal indebtedness for Tennessee recording taxes purposes is $52,500.00.

Address New Owner:	**Send Tax Bills to:**	**Map/Parcel**
Mr.Farshad Davachi 77 Pine Street Extension Nashua, New Hampshire 03060	Mary V. Hooke 2215 Abbott Martin Rd. Nashville, TN 37215	Map 145-7, P/P Parcel 34

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of **Seventy Thousand Dollars** ($70,000.00) of which **Seventeen Thousand Five Hundred and no/100 Dollars** ($17,500.00) has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said Grantee has executed an Installment Deed Note (the "Note") providing for payment of the balance due, and providing for payment of attorney's fees, and to secure the payment of said Note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, **Mary V. Hooke, a widow,** hereinafter called the Grantor, has this day bargained and sold, and does hereby grant, transfer, sell and convey unto **Farshad Davachi**, a single man, hereinafter called Grantee, certain real estate in Davidson County, Tennessee, more particularly described as follows:

> Lot No. 2, on the Plan of Hooke Subdivision and Amendment of Lot 33 of Hillmont Estates, Section Two, of record in Plat Book 8250, page 609, Register's Office for Davidson County, Tennessee ("RODC"), to which plat reference is hereby made for a more complete and accurate description.
>
> Being part of the same property conveyed to Will M. Hooke and wife, Mary V. Hooke, by deed from J. Wendell Hooke of record in Book 5099, page 826, said Register's Office. Title now vests in Mary V. Hooke, the said Will M. Hooke having since died.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its successors and assigns forever. Grantor covenants that she is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for the following: (1) Taxes for 1996 and subsequent years, which are assumed by Grantee,; and (2) all matters shown on the Plan of Hooke Subdivision, of record in Plat Book 8250, page 609, RODC (the "Plan").

Grantor further covenants and binds herself, her successors and representatives, to warrant and forever defend the title to the said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said Note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said Note, as it matures, as hereinafter provided, and for the consideration of Ten Dollars ($10.00), to the undersigned in hand paid, the Grantee does hereby transfer and convey unto **William L. Harbison, Trustee,** 424 Church Street, Suite 2000, Nashville, Tennessee 37219, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. The Grantee, at its expense, shall procure and maintain for the benefit of Grantor and name Grantor as an additional insured, insurance policies issued by such insurance companies, in such amounts, in such form and substance, and with such expiration dates as are acceptable to Grantor. The Grantee further agrees not to commit any waste on the property and to maintain the same in good order and in compliance with the Plan, and applicable law, and to pay all taxes and assessments thereon, when due; and in case the Grantee fails to do any of the foregoing, then the Trustee, or the lawful owner and holder of said Note, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured hereby, the same to bear interest from the date of such payment at the Maximum Rate prescribed in the Note. Now, if the said Grantee shall pay the Note

when due, according to its terms, and pay taxes, keep up repairs, and maintain said property, as aforesaid, then this trust conveyance shall be of no further force or effect.

Notwithstanding any taking of any property herein conveyed and agreed to be conveyed, by eminent domain, alteration 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, Grantee shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Grantee of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Grantor be retained and applied by Grantor toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Grantor, but Grantor shall not be obligated to see to the application of any amount paid over to Grantee. If, prior to the receipt by Grantor of such award or payment, the Premises shall have been sold on foreclosure of the deed of trust contained in this Installment Deed, Grantor shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Deed of Trust shall have been sought or recovered or denied, and to the extent of the reasonable counsel fees, costs and disbursements incurred by Grantor in connection with the collection of such award or payment.

But if the Grantee fails to pay the Note or part thereof, promptly at maturity or if, failing to pay taxes, or maintain the property as herein provided, the Grantee fails to reimburse the Trustee or lawful owner and holder of the Note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of the Note, within ten (10) 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 the Note, all remaining unpaid installments shall become due and payable at once, without notice, and the Trustee, or his successor in trust is hereby authorized and empowered, upon giving twenty (20) days prior notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee to sell said property at the South 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 conveyance. The Grantee agrees that the Trustee, may at any time, after default in the payment of any one of said installments due under the Note, enter and take possession of said property, and shall only account for the net rents actually received by him. The Grantee further agrees that in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said property.

3rd. To the payment of all unpaid installments 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 the Grantee, its successors, representatives or assigns.

In case of the death, absence, inability or refusal to act of the Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of the Note, 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 said Trustee shall be vested in said successor.

Grantor shall permit Grantee to obtain releases of individual Lots when the entire portion of the Purchase Price attributable to such Lot (inclusive of the prorata portion of the down payment and principal payments on the Note) have been paid in full.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands this 25 day of October, 1996.

MARY V. HOOKE, GRANTOR **GRANTEE**

Mary V. Hooke
Mary V. Hooke

Farshad Davachi
Farshad Davachi

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 **Mary V. Hooke,**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 25 day of October, 1996.

Rita McGuerry
NOTARY PUBLIC

My Commission Expires: 1-25-97

STATE OF NEW HAMPSHIRE)
) (individual acknowledgement)
COUNTY OF Hillsborough)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **FARSHAD DAVACHI**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashua, New Hampshire, this the 22nd day of October, 1996.

Colleen A Hyde
NOTARY PUBLIC

COLLEEN A. [illegible]
My Commission Expires October 10, 1999

My Commission Expires: [illegible]

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STATE OF TENNESSEE)
)
DAVIDSON COUNTY)

The consideration for this transfer or value of this property, whichever is greater, is $70,000.00.

Feraidoon Davachi
AFFIANT

Subscribed and sworn to before me this 25 day of October, 1996.

Rita McGuerry
Notary Public

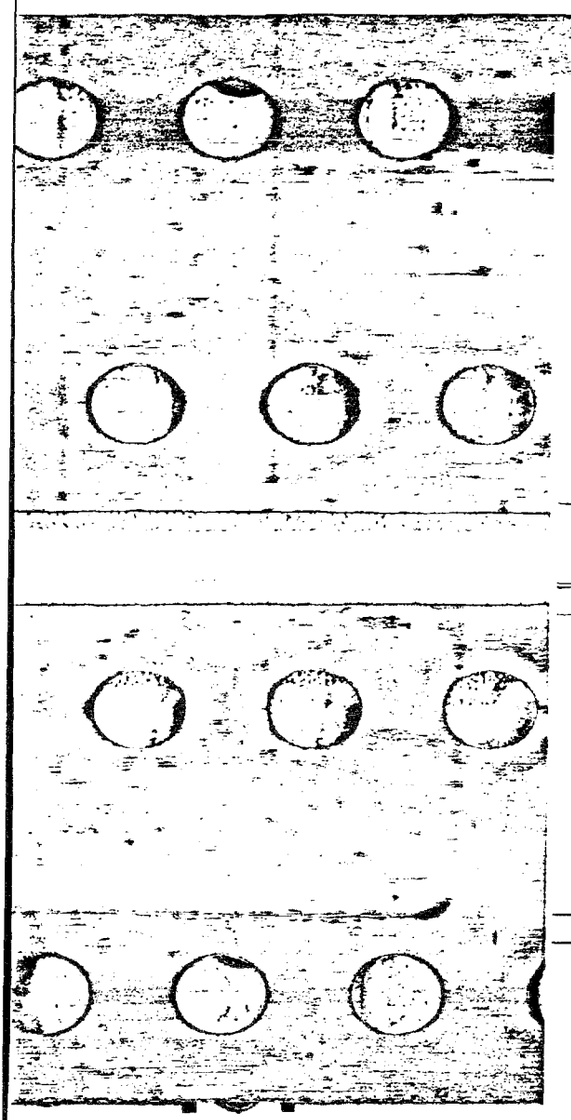
My commission expires: 1-25-97

021,0081
IDENTIFICATION REFERENCE

96 OCT 25 PM 1:34
FELIA
DAVIDSON COUNTY, TN.
REGISTER

4298 10/25 0101 03CHECK 52834.08

INSTALLMT DEED/LOT 2/HOOKE/119194.1
3382-___1



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

RECEIVED OF _____ BOOK 10237 PG 473

FOR _____

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CON TY
MOR TY

CAMT 70000.00
CON TX 52500.00
WDEED 259.00
~~TDEED~~ 58.08
PRFEE 1.00
ADEED 15.00
~~TOTAL 52833.08~~
~~CHECK 52834.08~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 0001 4298

VOID
CON TX 52500.00
MAMT 52500.00
~~TOTAL 52500.00~~
~~CHECK 52500.00~~

10/25/96 01 13:38 0001 4299

0240081
IDENTIF. REFERENCE

96 OCT 25 PM 1:35

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

TOTAL #334.08 XX

№ 1081269

No [redacted]