b.o. 846

INSTALLMENT DEED

Instr:200008250084180 Page: 1 OF 16
REC'D FOR REC 08/25/2000 1:36:16PM
RECORD FEE: $67.00
M. TAX: $319.00 T. TAX: $1073.00

FROM: Corner Properties, a partnership

TO: MAGED A. ABBAS and NABIL R. YAFAI

THIS INSTRUMENT PREPARED BY:
A. Harrison Johnson, Attorney
213 Fifth Avenue, North
Nashville, TN 37219

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP/PARCEL
MAGED A. ABBAS and NABIL R. YAFAI, as tenants in common	SAME	81-2/183
STREET ADDRESS 2600 Clarksville Highway Nashville, Tennessee 37208	SAME	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $290,000.

Affiant

Subscribed and sworn to before me, this 24th day of August, 2000.

My Commission Expires: 3/23/02 (Affix Seal)

Notary Public

(FOR REGISTER'S USE)

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED NINETY THOUSAND DOLLARS ($290,000.00), of which Ten Thousand Dollars ($10,000.00), has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder, Two Hundred Eighty Thousand Dollars ($280,000.00), we, MAGED A. ABBAS and NABIL R. YAFAI, as tenants in common (each having a 50% tenancy in common interest) ("Grantees" and/or "Trustors" and/or "Borrower(s)" herein) have executed a vendor's lien note of even date herewith due August 15, 2005, and made payable to the order of Grantor herein, in the sum of Two Hundred Eighty Thousand Dollars ($280,000.00), and providing for payment of collection costs, court costs and attorney's fees, and to secure the payment of said indebtedness, principal, interest, collection costs, court costs and attorney fees (the

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 280,000.00

"Secured Debt" and/or the "Primary Debt"), the undersigned Grantor, Corner Properties, a partnership (the "Grantor" and/or "Lender" herein), has bargained and sold, and by these presents does transfer and convey unto the said Grantees and/or "Trustors" and/or "Borrower(s)" herein, MAGED A. ABBAS and NABIL R. YAFAI, as tenants in common (each having a 50% tenancy in common interest), and their heirs, administrators and assigns, certain land in Davidson County, State of Tennessee, described as follows, to-wit:

> Land in Davidson County, Tennessee, being part of Tract I on the Map of a Subdivision of the lands of G.W. Ankerbauer Estate, as divided in Chancery Court, under Rule No. 65611, and described according to a copy of a survey thereof made June 14, 1952, by Ralph W.C. Lambert, Surveyor, as follows:
>
> Beginning at the northwest intersection of 26th Avenue North and U.S. Highway 41-W, as now widened and located, thence with the margin of said highway, North 59 degrees 29 minutes West 150 feet to an iron pin; thence North 3 degrees 05 minutes East 150 feet to iron pin; thence South 59 degrees 29 minutes East 150 feet to the westerly margin of 26th Avenue North; thence with the margin of said Avenue, South 3 degrees 05 minutes West 150 feet to the beginning.
>
> Being the same property conveyed to Corner Properties, a partnership, by deed from Morris Thurman, Jr., Trustee, of record in Book 8503, page 966, Register's Office for Davidson County, Tennessee.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all store and/or trade fixtures, gasoline pumps, gasoline tanks, underground storage tanks, and associated dispensers and equipment, now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

> The legal description and the state of title of the property have been furnished to the draftsman by the Grantor, by third parties or from the record. The draftsman assumes no liability as to the accuracy thereof.

This is improved property, known as 2600 Clarksville Highway, Nashville, Tennessee.

Further, this conveyance is given subject to:

Any encroachments over, under or upon adjoining lands of the parties hereto are merged herein and are governed by this deed; and subject to rights of parties in possession of the premises, including the Grantees, which the parties agree has been cancelled and terminated by the giving of this deed; and subject to any portion of the subject property lying within any adjoining alley ways and streets; and all governmental matters relating to zoning, restrictions, prohibitions and requirements imposed by governmental authority; matters of survey and inspection; water mains and utility easements; and subject to easement for roadway and other purposes in favor of the Health Department of Davidson County, Tennessee, as set out in Minute Book 162, ages 499, Chancery Court at Nashville, Part I; and

2000 taxes, which have been prorated and assumed by Grantees.

TO HAVE AND TO HOLD the said property with the appurtenances, estate, title and interest thereto belonging to the said MAGED A. ABBAS and NABIL R. YAFAI, and theirs, administrators and assigns, forever.

And Grantor does covenant with the said Grantees that it is lawfully seized and possessed of said property in fee simple; has a good right to convey it, and the same is unencumbered except as herein set forth.

And Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said property to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

The said property and all of its foundation, building, sidewalks, walls, windows, doors, doorframes, roof, gasoline pumps, gasoline tanks, undergrounf storage tanks and associated dispensers and equipment, and all other improvements thereto are conveyed "as-is", "where-is", without any representation or warranty by the Grantor as to fitness or condition thereof for any use or purpose, including occupancy or compliance with laws or regulations. And the said Grantees accept the said property, and all of its foundation, building, sidewalks, walls, windows, doors, doorframes, roof, gasoline pumps, gasoline tanks, underground storage tanks, and associated dispensers and equipment, and all other improvements thereto in their "as-is", "where-is" condition, without any

representation or warranty by the Grantor as to fitness or condition thereof for any use or purpose, including occupancy or compliance with laws or regulations, including, but not limited to any and all applicable environmental and hazardous waste laws, rules and regulations.

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 Grantees (hereinafter referred to as Trustors) hereby transfer and convey unto A. Harrison Johnson, 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:

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record or as otherwise recited herein (such excepted encumbrances hereinafter being referred to as "Permitted Liens"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any Permitted Liens.

Borrower covenants and agrees as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Subject to paragraph 10, Borrower shall promptly pay when due the principal of, interest on, and other charges (including any applicable recording taxes and penalties) incurred with respect to, any and all of the Secured Debt.

2. Application of Payments. Unless applicable law or the applicable instrument provides otherwise, all payments received by Lender on any and all of the Secured Debt shall be applied, first, to late charges due; second, to prepayment charges due; third, to interest due; and last, to principal due.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to

be paid under this paragraph. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien, other than a Permitted Lien, which has priority over this Security Instrument, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, other than a Permitted Lien, which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly to Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security is not lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days, a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to apply to Secured Debt, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 16 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provision of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations, or a foreclosure proceeding, judicial or nonjudicial, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 6 shall become Secured Debt. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Primary Debt rate in effect from time to time under the Primary Debt Agreement and shall be payable, with interest, upon demand from Lender to Borrower.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's Lender's written agreement or applicable law.

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the Secured Debt shall be reduced by the amount of the proceeds multiplied by: (a) the total amount of the Secured Debt immediately before the taking, and divided by (b) the fair market value of the Property immediately before the taking. Any remaining balance shall be paid to Borrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the Secured Debt, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 or change the amount of such payments.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the Secured Debt granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the Secured Debt by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Primary Debt Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that

Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Secured Debt; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Secured Debt without that Borrower's consent.

11. Loan Charges. If any Secured Debt is subject to a law which sets a minimum rate of interest or maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Secured Debt exceed the permitted limits, then: (a) any such interest or loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal amount of the Primary Debt, other Secured Debt, or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the applicable instrument.

12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Primary Debt Agreement or this Security Instrument unenforceable according to its terms, or all or any part of the Secured Debt uncollectible, or of diminishing the value of Lender's security, then, Lender, at its option, may require immediate payment in full of all Secured Debt and may invoke any remedies permitted by paragraph 16. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 15.

13. Notices. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail, unless applicable law requires use of another method, and shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by certified mail to Premier Bank of Brentwood, at its address set forth herein.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Primary Debt Agreement conflicts with applicable law, such conflict shall not affect other

provisions of this Security Instrument or the Primary Debt Agreement which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Primary Debt Agreement are declared to be severable.

15. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, excluding the creation of a lien subordinate to this Security Instrument, Lender may, at its option, require immediate payment in full of all Secured Debt. However this option shall not be exercised by Lender if its exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all Secured Debt. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice of demand on Borrower.

16. Remedies. If Borrower fails to pay any Secured Debt or any part or installment thereof, promptly or at maturity, or if, failing to pay taxes, keep up repairs, keep said premises insured, or perform said other obligations and agreements as herein provided, Borrower fails to reimburse the Trustee or Lender for all sums, with interest, so extended by said Trustee or Lender within 30 days from demand by Lender for such payment, this trust conveyance shall remain in full force and effect and, at the option of Lender, all remaining unpaid Secured Debt 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 21 days' notice by three weekly publications in any newspaper,daily or weekly, published in the county where the property is located, to sell said Property at the courthouse in said county to the highest bidder for cash, at public outcry; and the said Trustee or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. Lender to Lender's designee may bid at any sale under this trust conveyance. Trustee shall apply the proceeds of this sale in the following order:

(a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable trustee's and attorney's fees and costs of title evidence;

(b) to all Secured Debt;

(c) the excess, if any, to the person or persons legally entitled thereto.

In the event of a sale of said Property under and by virtue of this trust, Borrower and all persons holding under him shall be and become tenants at will of the purchaser from and after the execution and delivery of the Deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice, and shall be liable for a reasonable rental on the property and all damages occasioned by their continued possession of the Property. In addition to the power of sale described above, Trustee or Lender shall have the right to proceed in a court of equity to foreclose this Deed of Trust. Notwithstanding any of the foregoing provisions, Lender may in its sole discretion elect to exercise its rights of judicial foreclosure in lieu of the provisions enumerated above.

17. Rent; Lender in Possession. Upon acceleration under paragraph 16, default on any Secured Debt (whether or not Lender accelerates the maturity thereof), or abandonment of the Property, Lender (in person, by agent, or by judicially appointed receiver) shall be entitled: (i) to direct any lessee of the Property or any portion thereof to remit all rentals thereon directly to Lender; or, at Lender's option, (ii) to enter upon, take possession of and manage the Property and to collect the rents of the Property, including in either case those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the Secured Debt. Borrower hereby authorizes and directs any such lessee to comply with directions given by Lender under this paragraph 17 and agrees to hold harmless such lessee from so complying, whether or not such acceleration, default, or abandonment has actually occurred.

18. Extensions; Power of Attorney. Borrower constitutes and appoints any officer or employee of Lender as Borrower's true and lawful attorney-in-fact, solely for the purposes of executing and recording on Borrower's behalf any extension of this Security Instrument, as amended and/or previously extended, if, at the time of such extension, any Secured Debt is outstanding. Borrower shall promptly reimburse Lender for the costs of recording such extension. This power of attorney, being coupled with an interest, is irrevocable as long as any Secured Debt is outstanding.

19. Successors and Assigns Bound. The covenants herein contained shall bind, and the benefits and advantages inure to, the

respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants of Borrower shall be joint and several. In the event any provision of this Security Instrument or the instruments secured hereby conflicts with applicable law, such conflict shall not affect the other provisions which can be given effect without the conflicting provision, and to this end, said provisions are declared to be severable. The captions and headings of the paragraphs of this Security Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

20. Release. Upon payment of Secured Debt, Lender shall release this Security Instrument.

21. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

22. Waivers. Borrower waives all right of homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, any statutory right to an elective share in the Property.

23. Funds for Taxes and Insurance. If Lender so demands in writing, and unless Borrower is already similarly obligated to the holder of a Permitted Lien and is in compliance with such obligation, Borrower shall pay to Lender on the day monthly payments are due under the Primary Debt Agreement, until the Primary Debt Agreement is terminated and paid in full, a sum ("Funds") equal to one-twelfth (1/12) of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are hereinafter called "escrow items." Lender may estimate the Funds due on the basis of current date and reasonable estimates of future escrow items. The Funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the

escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender. Upon payment in full of all Secured Debt, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 16, the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the Secured Debt. Lender shall have the option at any time to require Borrower to pay to Lender, in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth (1/12th) of the annual flood insurance premium in the event Lender requires flood insurance and the same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation, said sum to be held in escrow without liability on the part of Lender for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held at any time be insufficient to pay said insurance premium when due and payable, the Borrower shall promptly deposit the entire amount of said deficit.

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 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 ten percent (10%) per annum interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

The said Trustee, or successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid its vendor's lien note 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 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.

A condition of this transaction is that the subject property shall not be sold, transferred or conveyed by the Grantees, or either of them, by operation of law or otherwise. If this condition is violated, then Grantor may accelerate the maturity date of the above promissory note and call for the full payment

thereof. A failure to pay the said promissory note, when so accelerated, shall be a default hereunder, entitling the Grantor, or the holder of the said note, to exercise her remedy of power of sale foreclosure hereunder.

[Signature Page Follows:]

WITNESS our signatures as of this the 24th day of August, 2000.

GRANTOR: Corner Properties, a partnership

By: _____
Charles A. Leach

By: _____
Morris Thurman, Jr.

GRANTEES: _____
MAGED A. ABBAS

_____
NABIL R. YAFAI

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Charles A. Leach and Morris Thurman, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves/himself/herself to be the partners of Corner Properties, the within bargainor, a Tennessee general partnership, and that they/he/she as such partners executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by themselves/himself/herself as such partners.

Witness my hand and seal, at office in Nashville, Tennessee, this 24th day of August, 2000.

Linda Gayle Barnes
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/23/02

****

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Linda Gayle Barnes, a Notary Public in and for said County and State, **MAGED A. ABBAS** and **NABIL R. YAFAI**, the within named 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 seal at Nashville, Tennessee, this 24th day of August, 2000.

Linda Gayle Barnes
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/23/02