PICK-UP

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INSTALLMENT DEED

Form No. WD - 4

FROM
YEMANE KIROS HAILEMARIAM

TO
AMANUEL HAGOS and
TESFAYE B. YEMRU, and to
the survivor of them

For draftsman's use

THIS INSTRUMENT PREPARED BY:

DAVID VINCENT
Attorney at Law
219 Second Avenue North
Second Floor
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Amanuel Hagos, et al, etc. (NAME)	SAME (NAME)	Map 92-08
1514 Jo Johnston Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 29
Nashville, TN 37203 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	03W-01425

(FOR REGISTER'S USE)

Davidson County DEEDINST
Recvd: 11/06/03 08:55 3pgs
Fees:18.00 Taxes:579.70

20031106-0162820

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $120,000.00

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 120,000.00 Amanuel Hagos
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF November, 2003

Notary Public

MY COMMISSION EXPIRES: 1/28/06

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of One Hundred Twenty Thousand ----- And No/00 ($120,000.00) ----- **DOLLARS**

of which $ 1.00 **has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees** have executed and delivered their installment deed note payable to the order of Grantor, Yemane Kiros Hailemariam, in the sum of One Hundred Twenty Thousand -- And No/00 -- ($120,000.00) Dollars, payable in monthly installments of Three Thousand -- And No/00 -- ($3,000.00) Dollars each, beginning on the 1st day of January, 2004, and continuing on the 1st day of each month thereafter in consecutive monthly installments until fully paid. The principal sum shall bear no interest unless a monthly installment is sixty (60) days late and then such installment shall bear interest at the rate of ten percent (10%) per annum.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Yemane Kiros Hailemariam,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Amanuel Hagos and Tesfaye B. Yemru, and to the survivor of them,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED SHEET MARKED "EXHIBIT A"
FOR COMPLETE LEGAL DESCRIPTION OF
REAL PROPERTY CONVEYED

This is unimproved ( ) improved (XX) property, known as 1514 (House Number) Jo Johnston Avenue (Street) Nashville, TN 37203 (P. O. Address: City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and represenatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we the said grantees herein do hereby transfer and convey unto Mark A. Baugh Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 sum of $ 120,000.00 until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, 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 therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 the equity of redemption, the statutory right of redemption, homestead, dower, statutory or elective rights, 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. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 premises.
3rd. To the payment of all unpaid notes 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 grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid 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.

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.

Said 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, we, the said grantors and grantees, have hereunto set our hands this the 11-05-03 day of November, 2003.

YEMANE HAILEMARIAM — Amanuel Hagos

YEMANE KIRON HAILEMARIAM — AMANUEL HAGOS

YEMANE KIROS HAILEMARIAM

Tesfaye B. Yemru

TESFAYE B. YEMRU

STATE OF ~~XXXXXXX~~ MISSOURI)
COUNTY OF ~~XXXXXXX~~)
FLORISSANT

Personally appeared before me Brenda S. Meyer ~~Yemane K. Hailemariam~~, a Notary Public in and for said County and State, the within named Yemane Kiron Hailemariam

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

Witness my hand and official seal at St. Louis, Missouri, Tennessee, this ______ day of November, 2003.

Brenda S. Meyer Notary Public

Commission expires 2-4-06

BRENDA S. MEYER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Feb. 4, 2006

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Beverly M. Hobbs, a Notary Public of the State and County aforesaid, personally appeared Amanuel Hagos and Tesfaye B. Yemru with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, XXXXXXXX, acknowledged XXXXXXXX they XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXXXXXXXX executed the foregoing instrument for the purpose therein contained XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

Witness my hand and seal, at office in Nashville, Tennessee, this 5th day of November, 2003.

Notary Public

Commission expires 1/28/06

BEVERLY ... NOTARY PUBLIC AT LARGE ... TENN. ... DAVIDSON CO.

"EXHIBIT A"

Land in Davidson County, Tennessee, being part of Lot No. 134 in the McNairy Mansion Homes Tract in the City of Nashville, Tennessee, a plan of which is of record in the Front Fly Leaf of Book 9, of the Register's Office for said County, and being more particularly described as follows:

Beginning at a point which is located 20 feet east of the Northwest corner of Jo Johnston Avenue and Sixteenth Avenue North; thence easterly with northerly margin of Jo Johnston Avenue 20 feet; thence northerly and parallel with the easterly margin of Sixteenth Avenue North 129 feet; thence westerly parallel with the northerly margin of Jo Johnston Avenue 40 feet to the easterly margin of Sixteenth Avenue North; thence southerly with the easterly margin of Sixteenth Avenue North 79 feet to a point which is the northwest corner of the property devised to the Greek Orthodox Church of Nashville, Tennessee under will of Tina Gianikas of record in Will Book 71, page 23, County Court Clerk's Office for Davidson County, Tennessee; thence eastwardly 20 feet to a point; thence southwardly 50 feet to the point of beginning.

INCLUDED in the above description but EXCLUDED from this conveyance is the following described land:

Beginning in the margin of Sixteenth Avenue North and the northwest corner of the property herein conveyed; thence southwardly 19 ft. 6 in. to a point in the margin of Sixteenth Avenue North; thence eastwardly parallel with Jo Johnston Avenue 19 ft. to a point; thence southerly parallel with Sixteenth Avenue North 6 ft., more or less, to a point; thence eastwardly parallel with Jo Johnston Avenue 21 ft. to a point in the easterly line of the property herein conveyed; thence northerly 25.6 ft., more or less, to a point in the northeast corner of the property herein conveyed; thence westwardly parallel to Jo Johnston Avenue 40 ft. to a point in the margin of Sixteenth Avenue North to the point of beginning.

Being the same property conveyed to Yemane Kiros Hailemariam by deed from Habeke T. Tekelewold, a single man, of record as Instrument No. 20010129-0008644, Register's Office for Davidson County, Tennessee.