Davidson County DEEDWARR
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Fees:23.00 Taxes:7400.00
20040211-0016464

This Instrument Prepared By:
A. Harrison Johnson, Jr., Attorney at Law
Suite 2600, L & C Tower
401 Church Street
Nashville, TN 37219

ADDRESS NEW OWNER:	TAX BILLS TO BE PAID BY:	MAP/PARCEL NO.
James G. Sun	Same	Map 147-7
4225 Nolensville Rd.		Par. 35
Nashville, TN 37211		

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE CASH SUM OF ONE HUNDRED FIFTY THOUSAND ($150,000.00) and in further consideration of the Grantee's delivery of a Promissory Note of even date herewith, made payable to the order of Grantor in the principal amount of $1,850,000.00, maturing on the 1st day of March, 2014, which Promissory Note is secured by a vendor's lien reserved in a Subordinated Deed of Trust of even date herewith, the receipt of all of which is hereby acknowledged,

I, Mohammed T. Nazemi, a married man (herein called the "Grantor") have this day bargained and sold, and by these presents do hereby sell, transfer and convey unto James G. Sun, a married man (herein called the "Grantee"), and to his heirs, administrators, successors and assigns, in fee simple forever, the following described property, together with all improvements and appurtenances thereunto belonging, lying, being and situate in the 6th Civil District of Davidson County, Tennessee, described as follows:

> Being Lot 2 on the Plat of Nazemi & Sun Subdivision, which is of record in Instrument No. 20031217-0179904, Register's Office for Davidson County, Tennessee, to which reference is made for a more particular description of the property conveyed hereby.
>
> Being the same property conveyed to Mohammed Nazemi by Special Warranty Deed from Raymond Zimmerman, etal, doing business as H & R Realty Company, an oral Tennessee General partnership, of record as Instrument No. 20030317-0035168 and by Quitclaim Deed of record as Instrument No. 20030317-0035169, said Register's Office.

The property is being conveyed subject to the following:

1. This property is subordinate to an existing Deed of Trust payable to Premier Bank of Tennessee, located in Brentwood, Tennessee, payable as provided for therein, of record in Instrument

No. 20030317-0035170, and re-recorded in Instrument No. 20030324-0038884, said Register's Office, which is further secured by an Assignment of Leases and Rents, of record in Instrument No. 20030317-0035171, and re-recorded in Instrument No. 20030324-0038885, said Register's Office (the "Premier Bank Loan" and the "Premier Bank Loan Documents" herein).

2. Real property taxes for the year 2004, which have been assumed by James G. Sun.

3. Matters shown on the above Plat of record.

4. All limitations, restrictions and encumbrances which may affect the property.

5. Applicable municipal zoning and other ordinances, rules and regulations, and any existing environmental conditions which might affect the property.

6. Mohammed T. Nazemi, for himself, his successors and assigns, has reserved and does hereby reserve a perpetual, unobstructed easement for ingress and egress to and from Lot 1's (on said Plat) existing curb cuts on Nolensville Road and Lot 1 on said Plat of record, over and upon the said Lot 2, to and through Lot 2's existing curb cuts on Nolensville Road.

7. The existing lease with the Grantee. The parties agree that said lease shall be terminated as of the recording of this deed.

This is improved property known as 4225 Nolensville Road, Nashville, Tennessee 37211.

DISCLAIMER:

AS A PART OF THE CONSIDERATION FOR THE PURCHASE AND SALE OF THIS PROPERTY: GRANTEE ACKNOWLEDGES THAT NEITHER GRANTOR NOR ANY REAL ESTATE BROKER, AGENT, OFFICER, EMPLOYEE, SERVANT OR REPRESENTATIVE OF GRANTOR HAS MADE ANY REPRESENTATIONS WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS TRANSACTION OR ANY FACET THEREOF, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, REPRESENTATIONS AS TO THE PHYSICAL NATURE OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY MATTER OR THING AFFECTING OR RELATED TO THE PROPERTY OR ANY PORTION THEREOF OR THE EXISTENCE, USE, OWNERSHIP, OCCUPANCY, OPERATION AND/OR MAINTENANCE THEREOF, AND GRANTEE FURTHER AGREES TO ACCEPT THE PROPERTY IN "AS IS, WHERE-IS" CONDITION AS OF THE DATE OF THE CLOSING, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT THE PROPERTY IS SUITABLE OR FIT FOR ANY USE OR PURPOSE. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS DEED, GRANTEE AGREES THAT THE GRANTEE, IN EXECUTING, DELIVERING AND/OR PERFORMING THE CLOSING EVIDENCED HEREBY, HAS NOT AND DOES NOT RELY UPON, AND THAT GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY, EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS, PROPOSALS OR OTHER INFORMATION PERTAINING TO THE PROPERTY OR THE

OTHER DOCUMENTS EVIDENCING SUCH CLOSING, OR BY ANY ACCOUNTANT, ATTORNEY, AGENT, OFFICER, EMPLOYEE, SERVANT OR OTHER PERSON OR ENTITY REPRESENTING OR PURPORTING TO REPRESENT GRANTOR, TO WHOMSOEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS THE WARRANTIES, GUARANTIES, PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION ARE EXPRESSLY AND SPECIFICALLY SET FORTH IN THIS DEED. EXCEPT AS OTHERWISE PROVIDED IN THIS DEED, NO REPRESENTATIONS, WARRANTIES OR AGREEMENTS OF GRANTOR, EXPRESS OR IMPLIED, SHALL SURVIVE THE CLOSING. THE DELIVERY OF THIS DEED SHALL BE DEEMED TO BE FULL PERFORMANCE AND DISCHARGE OF EVERY AGREEMENT AND OBLIGATION ON THE PART OF THE GRANTOR UNDER ANY PREVIOUS WRITTEN OR ORAL UNDERSTANDING RELATING TO THE LEASING AND/OR THE PURCHASE AND SALE OF THIS PROPERTY.

Shohreh Hassanzadeh, the spouse of the Grantor, has joined herein for the sole and specific purpose of specifically conveying, releasing and quitclaiming unto the Grantee any present or future marital right which she may have in the said property, including, but not limited to, homestead, dower, rights of redemption, and any other rights or claims which she may have which arise out of the marital relation, including her spousal share rights or claims which may arise in the future.

And I, Mohammed T. Nazemi, do hereby covenant that I am lawfully seized and possessed of said property, that I have a good right to convey it; and that said property is free, clear, and unencumbered (except as herein provided); and that I will forever warrant and defend the title thereto, against the lawful claims of all persons whomsoever.

Witness our hands this the 9th day of February, 2004.

M. T. Nazemi

Mohammed T. Nazemi
(a married man, the "Grantor")

Shohreh Hassanzadeh

Shohreh Hassanzadeh
(the spouse of the Grantor)

Draftsman's Qualification:

The draftsman has drafted the legal description and the state of title from information furnished to him by others, and he has relied upon this information in drafting this instrument. He has not been furnished any state of title except that prepared by the Grantee's own attorney. As such, the draftsman assumes no liability for the state of title to the property, or for its legal description.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a notary public in and for the state and county, the within named Mohammed T. Nazemi, a married man, and his wife, Shohreh Hassanzadeh, with each of whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged to me that he/she is the within named bargainor and that he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand this the 9th day of February, 2004.

CONNIE BEMBREY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public
(Affix seal)

My commission expires: My Commission Expires MAY 30, 2004.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is the greater, for this transfer is $2,000,000.00.

James G. Sun, Affiant

CONNIE BEMBREY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Subscribed and sworn to before me this the 9th day of February, 2004.

Notary Public
(Affix seal)

My commission expires: My Commission Expires MAY 30, 2004.