THIS INSTRUMENT WAS PREPARED BY JOHN G. DOAK, SR., ATTORNEY TBA 2343
2525 LEBANON PIKE, BUILDING A, NASHVILLE TN 37214-2414 FROM INFORMATION FURNISHED BY THE PARTIES

INSTALLMENT DEED

From: Wanda K. Wilson, (Seller/Mortgagee), Tenant in Common, James L. Wilson, a single person, (Seller, and Tenant in Common) Elizabeth (Wilson) Vaughn, Seller, Tenant in Common
To: Mohammad Shahebrahimi (Buyer/Mortgagor)

and

From: Mohammad Shahebrahimi and wife Nahid Mohammadzadeh, who joins in the conveyance to waive her marital rights/interest in the real property and to approve of its being mortgaged
To: David Phillips, Attorney, Seller/Trustee for Mortgagee, Wanda K. Wilson, James L. Wilson, a single person, and Elizabeth (Wilson) Vaughn, Tenants in Common

Buyers Address:	Mohammad Shahebrahimi 326 Oriel Street, Nashville TN 37210
Send Tax Bills To:	Mohammad Shahebrahimi 326 Oriel Street, Nashville TN 37210
Map 119-1	Parcel 282

STATE OF TENNESSEE

The actual consideration or value, (whichever is greater) for this transfer is: $ 192,010.00

Sworn to and subscribed before me on 6/9/2008.

TERRI ESTRADA NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires January 23, 2011

Affiant

Notary Public
(Affix Seal)

My Commission Expires: January 23, 2011

Maximum Indebtedness on this Installment Deed shall be $192,000.00

General Provisions:

I.

The lawful owner/s or holder/s of the Installment Deed Note secured by this Installment Deed may at any time, with or without cause, remove the Trustee named hereinabove and appoint a substitute or successor Trustee to execute this trust by having an instrument in writing, signed by said lawful owner/s and/or holder/s, recorded in the Register's Office for the County in which said real property is located; and, the title herein conveyed to the said Trustee shall thereby be vested in said substitute or successor

II

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.

III.

The following, as used herein and as used in the Deed of Trust note are interchangeable
(a) Seller, and Mortgagee
(b) Buyer, Mortgagor, and Maker,

Davidson County DEEDINST
Recvd: 06/11/08 12:01 7 pg
Fees:38.00 Taxes:928.94
20080611-0060184

1. **FOR AND IN CONSIDERATION OF the sum of** Ten ($10.00) Dollars cash in hand paid this day by Buyer, Mohammad Shahebrahimi, to Sellers, Wanda K. Wilson, James L. Wilson, a single person, and Elizabeth (Wilson) Vaughn, Tenants in Common, the receipt and sufficiency of which is hereby acknowledged, and for the remainder, to wit: One Hundred Ninety Two Thousand ($192,000.00) Dollars, Buyer has delivered to Seller, Wanda K Wilson this day an Installment Deed Note, of even date, payable to the said Wanda K. Wilson, or her heirs, or successors in interest, in equal successive monthly installments of Two Thousand ($2,000.00) Dollars each, (interest only, **except for the first payment which shall be pro-rated so as to insure that the first interest payment is increased or decreased to insure that Wanda K. Wilson receives a continuous income flow of $2,000.00 monthly from her receiving Rental from the Lease to her receiving Interest Installment/s).** The interest rate shall be Twelve and One-Half Percent (12.5%) per annum; and it is hereby agreed by all parties hereto, that Buyer/Mortgagor shall continue making said "Interest Only" payments to Wanda K. Wilson during the remainder of her life; and possibly for up to eight months thereafter, to her heirs, or her estate; and, Buyer/Mortgagor, for himself, heirs and any other successor in interest) hereby waives the right or privilege to prepay all or any part of the outstanding Principal balance (i.e., $192,000.00±) so long as Seller/Mortgagee, Wanda K. Wilson, shall continue living;

2. However, immediately upon the Death of Seller/Mortgagee, Wanda K. Wilson, any and all provisions of said Installment Deed Note and/or of this Installment Deed, limiting, restricting, or prohibiting the Buyer/Mortgagor, or his heirs, or personal representative or any successor in interest to him, or any other person or entity claiming by through or under him from prepaying all or any part of the outstanding principal balance on said indebtedness during the remainder of her life, shall immediately upon her death, terminate and be of no further force or effect; and, thus,

3. From and after the death of Seller/Mortgagee, Wanda K. Wilson, the Buyer/Mortgagor, Mohammad Shahebrahimi, shall have the right to immediately prepay all or any part of the outstanding principal balance then owing on said Installment Deed Note; and, any payments made by Mortgagor, after the death of Wanda K. Wilson shall be made payable " To the Order of the Estate of Wanda K. Wilson".

4. Any payment made by Mortgagor, Mohammad Shahebrahimi, after the death of Wanda K. Wilson, shall first be credited against any interest which shall have accrued against the outstanding principal balance at the rate of 12.5% per annum, since his last payment. Buyer/Mortgagor shall continue paying the Two Thousand ($2,000.00) Dollars lease rental installments each month, following Wanda K. Wilson's death, the in accordance with the schedule calling for Interest Only payments of $2,000.00 monthly until Buyer/Mortgagor shall have paid the outstanding principal balance then owing, plus any interest which may have accrued to the payoff date, plus any other charges then due and owing under the installment Deed Note and/or under the terms of the Installment Deed. Any amount paid in excess of the $2,000.00 monthly Interest Only Installments, shall first be credited against any accrued interest and or any other charges then due and owing due charges(if any there be) and the excess shall be applied to reduce the principal balance; and,

5. Should the outstanding principal balance and any accrued and unpaid interest, and such other charges as shall then be due, not been paid in full on or before 5:00 PM CDST on last business day of the Sixth full month following the date of death of Wanda K. Wilson, the whole outstanding principal balance together with any interest that shall have accrued at the rate of 12.5% per annum, shall become at once due and payable on or before the Twelfth business day of the Seventh Month following such date of death without any Notice or Demand; and,

6. Should the outstanding principal balance, together with any accrued but unpaid interest, and such other charges as shall then be due, not been paid in full on or before 5:00 PM CDST on the 12th business day of the 8th month following such date of death, then, the above named Trustee or a

substitute or successor Trustee, named by the lawful owner or holder of the Deed of Trust Note to enforce the Deed of Trust by an instrument of record in the Register's Office for Davidson County Tennessee, is/are hereby authorized and empowered, upon giving twenty days' notice by three weekly publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to proceed to sell said property, 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, at 12:00 O'clock noon on the next Friday following the last weekly publication, immediately outside the most southerly front entrance door of the Davidson County Court House; and thereafter, said Trustee, or substitute or successor Trustee, shall be and is authorized and empowered to execute and deliver a Trustees' Deed conveying said real property to said purchaser.; and the Seller/Mortgagee may bid at any sale under this conveyance and, if successful, may purchase the subject property;

7. To secure the payment of the principal, interest, attorneys fees, late charges, and other fees and charges provided for herein, a purchase money lien is hereby expressly retained on the real property herein conveyed, in favor of the Mortgagee herein Wanda K. Wilson, her heirs, and/or successors in interest, against the Buyer, Mohammad Shahebrahimi; and in furtherance thereof, Buyer/Mortgagor, Mohammad Shahebrahimi and his wife Nahid Mohammadzadeh, (who is joining in this conveyance to waive her marital rights and/or any interest she might otherwise claim in said real property and to approve its being mortgaged) has this day bargained and sold and does hereby transfer and convey unto David Phillips Attorney, as Trustee for the use and benefit of Seller, Wanda K. Wilson, her heirs, estate, and/or other successors in interest, the following describe real property:

Land in Davidson County, Tennessee being lots 61, 62, and 63 of W. G. Thuss Addition to Nolensville Pike, as recorded in book 332, page 149 Registers office for Davidson county Tennessee, the said lots fronting Fifty (50) feet each on the North side of Oriel Street and extending northwardly, between parallel lines, One Hundred and Fifty (150) feet; and,

Being part of the same real property heretofore conveyed by Wanda K. Wilson, the widow of James W. Wilson, through a ("strawman Quitclaim Deed") of record in Book 11588, Page 659, Register's Office for Davidson County Tennessee, first to Charles C. Morrow, Trustee (the above-mentioned strawman), and thereafter, in the same Instrument, from the strawman, Charles C. Morrow, Trustee, to Sellers Wanda K. Wilson, James L. Wilson, a single person, and Elizabeth (Wilson) Vaughn as Tenants in Common; and,

Being improved real property known as 326 Oriel St., Nashville TN, 37210.

8. TO HAVE AND TO HOLD said real property, with the appurtenances, estate, title and interest thereto belonging to the said David Phillips, Attorney, as Trustee for Mortgagee, Wanda K. Wilson her heirs, and/or successors in interest forever; and, Seller/Mortgagee 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 6 months of the 2008 Property taxes which are a lien but not yet due or payable and are being assumed by Buyer/Mortgagor; and that this Conveyance shall be and is "subject to" restrictions (if any) of record and to any and all applicable zoning rules, regulations, and/or ordinances, as well as to any easements of record; and, to any other matters that might be disclosed by an accurate and detailed survey and physical inspection of the premises, or which Buyer had notice of or knew about prior to Seller/Mortgagee, Wanda K. Wilson's, execution of this Installment Deed; and,

9. Buyer/Mortgagor, Mohammad Shahebrahimi covenants and bind himself, heirs and representatives, to warrant and forever defend the title to the said real property to the said David Phillips, Attorney, as Trustee, for Mortgagee Wanda K. Wilson, her heirs, and/or successors in interest, against the lawful claims of all persons whom-so-ever; and,

10. NOW, for the purpose of better and more effectually securing the payment of said installment deed note, and rendering unnecessary court proceedings for the enforcement of the lien herein imposed in the event of the non-payment of said installments or any of them, or any late charges or other sums lawfully due under the terms of this installment deed or the note it secures, when and as due, as herein provided, and for the consideration of one dollar, to us paid, Buyer/Mortgagor Mohammad Shahebrahimi and his wife Nahid Mohammadzadeh, (who is joining in this conveyance to waive her marital rights and/or any interest she might otherwise claim in said real property, and to approve its being mortgaged) assume the role of Mortgagor, and do hereby bargain and sell, transfer, and convey unto David Phillips, Attorney, as Trustee for the use and benefit of Seller, Wanda K. Wilson, her heirs, personal representatives and/or successors in interest, the hereinabove described real property, with the appurtenances, estate, title and interest thereto belonging, in Trust to secure the payment of all amounts due or to become due under the terms and provisions of the Installment Deed Note Buyer/Mortgagor Mohammad Shahebrahimi has this day executed; and,

11. BUYER/Mortgagor, Mohammad Shahebrahimi, hereinafter referred to interchangeably as "Mortgagor" or "Buyer" hereby agrees to keep and maintain fire & casualty, insurance on the buildings now on said property, in some reliable fire & casualty insurance company or companies for at least its "full insurable value", naming Mortgagor Buyer as the insured and Mortgagee as "an additional insured" in case of a casualty loss so long as the indebtedness secured herein shall not have been fully paid; and to have said policy endorsed so that the "Loss Payable Clause" shall name David Phillips, as Trustee for the Seller/Mortgagee and/or the lawful owner and holder of the indebtedness secured herein, (as their interests may appear), as the First Loss-Payee for any casualty loss to the property; until such time as the Installment Deed Note indebtedness, secured herein shall have been paid in full; and said Buyer/Mortgagor shall maintain in full force and effect, a General Garage Owner's Liability insurance policy with limits of not less than One Million ($1,000.000.00) Dollars, naming the Buyer/Mortgagor, as the insured and Seller/Mortgagee, Wanda K. Wilson, her heirs, personal representatives, and/or her successors in interest, as additional insured's and Buyer/Mortgagor, Mohammad Shahebrahimi, shall at least annually, provide written proof of the pre-payment of at least 12 months of the annual premium for at least Twelve (12) months in advance, and committing the carrier, in writing, to giving at least Thirty (30) days prior written notice to Seller, Wanda K. Wilson, before canceling the policy or reducing the amount of coverage; [thereafter, Buyer Mortgagor, Mohammad Shahebrahimi **shall annually** (at least thirty (30) days prior to the scheduled renewal deadline, provide Seller, Mortgagee, Wanda K. Wilson, satisfactory proof of payment and of continued coverage; and, Mr. Shahebrahimi shall also annually, on or before the 15th of February of each year, provide Mrs. Wilson or her heirs, personal representative or other successor in interest, shall provide Mrs. Wilson, her heirs, *et al* with proof that the real estate taxes on the property shall have been paid when and as they were due]; and should Mortgagor, Mohammad Shahebrahimi fail so to do, Seller, Mortgagee, Holder, Wanda K. Wilson, or her heirs, or other successors in interest shall have the right (but not the obligation,) to take out coverage with whatever carrier she chooses and to bill the said, Mohammad Shahebrahimi, for the same; and should Mr. Shahebrahimi fail to reimburse Seller, within 30 days of the mailing of such bill, sellers shall have the right to file suit to recover same and Mortgagor, Mohammad Shahebrahimi shall be obligated to pay Sellers Attorneys fees and the court and other costs of litigation in addition to a judgment for the amount of such insurance premium plus the attorneys fees and court costs and other litigation expenses listed above and paid by Seller, Wanda K. Wilson; and

12. MORTGAGOR, Mohammad Shahebrahimi for himself, heirs, personal representatives and/or successors in interest further agrees 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,

13. IN CASE BUYER(S) FAIL OR NEGLECT to satisfy all or any of the obligations undertaken or imposed by the Installment Deed Note or this Installment Deed then the said Trustee, or the lawful

owner or holder of said Installment Deed Note, may (but shall have no obligation to do so) remedy such neglect or failure and charge Mortgagor, Mohammad Shahebrahimi, and treat the sum or sums so expended as part of the indebtedness secured hereby; and, the same shall bear interest at the rate of [Eight Percent (8%) per annum], from and after the date of such expenditure; and,

14. MORTGAGOR, Mohammad Shahebrahimi, for himself, heirs, personal representatives and/or any other successor in interest, hereby waives presentment, protest and demand (except as elsewhere herein provided) notice of protest, notice of dishonor and nonpayment of the installment deed note, and expressly agrees that said note, and/or any payment due by the terms thereof, may be extended from time to time without in any way affecting the right of the Trustee or the lawful owner(s) or holder(s) to insist on strict compliance with the letter of the terms on any subsequent occasion; and Mortgagors, heirs, and successors agree that: while payment shall normally be made by ordinary check (drawn on the then current bank of Mortgagor, Mohammad Shahebrahimi his heirs, personal representatives and/or other successors in interest; this is strictly permissive; and the lawful owner or holder may, at any time, notify Mortgagor, Mohammad Shahebrahimi, his heirs personal representatives, and/or other successor in interest, in writing, by certified mail addressed as above specified, "return receipt requested" (effective two days after mailing) that any payment due or thereafter to become due, shall only be acceptable, if made at such place as is therein reasonably designated; and at par in lawful currency of the United States of America, or by a negotiable bank cashiers check, drawn on a local bank (i.e., one located in Davidson County Tennessee) and which is insured by the FDIC.

15. Neither MORTGAGOR, Mohammad Shahebrahimi, nor his heirs, personal representatives or any other successor in interest shall have the right to prepay all or any part of the indebtedness represented by the Installment Deed Note secured herein, at any time prior to the death of Wanda K. Wilson; however Buyer/Mortgagor, Mohammad Shahebrahimi and, when the indebtedness represented by the Installment Deed Note shall have been paid in full; then, Sellers or the then lawful owners or holders, heirs and assigns, shall be obligated to prepare, execute, and properly record a release effectively discharging said lien.

16. NOW, IF BUYER(S), SHALL pay the Installment Deed Note when and as due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and otherwise comply with Mortgagors obligations under the Installment Deed Note and this Installment Deed, all as aforesaid, then this trust conveyance shall be of no further force or effect.

17. HOWEVER, SHOULD Buyer/Mortgagor fail to pay any installment or part thereof, promptly (on or before the close of business on the 4th day following the date on which it was due), then the Buyer/Mortgagor shall, in addition to the payment (which is by then "Delinquent"), pay a Late Charge equal to Five Percent (5%) of the Delinquent installment; and if both the Delinquent installment and the applicable "Late Charge" shall not have been paid by 5:00PM CDST on the last business day of that month, or if the Buyer/Mortgagor shall fail to pay the property taxes in full on or before February 28th of any year, then the Buyer(s) shall be in "Default" under the terms of this installment Deed; and Should Mortgagors, or their successors in interest, become in "default", by failing to keep the premises in good repair, or to keep the premises properly insured; or should Mortgagors fail to reimburse Trustee [or the lawful owner(s) or holder(s) of the installment deed note] for any and all sums expended to protect the security, together with the interest accrued thereon by said Trustee or the lawful owner(s) or holder(s) of the installment deed note; or should Mortgagors or their successors in interest fail to pay (when and as due) any payment, required by the Installment Deed Note or this Installment Deed securing the same]; or should maker or successors in interest violate any other term, requirement, or condition, of the installment deed note or this Installment Deed and fail to cure or remedy such default within 30 days after a written "Notice of Default and Demand for Cure" (describing the default and demanding that it be cured) shall have been mailed by the Trustee or by the lawful owner(s) or holder(s) and addressed to Mortgagors, at

2006-2008 Smith Springs Road, Nashville TN 37217, by postage prepaid certified mail "return receipt requested" (effective on the second day following its mailing as determined by the date on the mailing receipt; then, should the default not have been cured at the end of the specified time, the whole indebtedness shall accelerate without further notice and the Trustee or his successor in trust, or the lawful owner(s) or holder(s) of the Installment Deed Note is/are hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to proceed to sell said property at the front door of the building then housing the office of the Davidson County Tennessee Register of Deeds, 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 said Trustee, or his successor in trust, shall be and is authorized and empowered to execute and deliver a Trustees' Deed conveying said real property to the purchaser. The Seller(s) may bid at any sale under this conveyance and if successful, may purchase the subject property; and,

18. Should the Trustee or his successor in trust, or a lawful owner or holder of the installment deed note reasonably engage the services of an attorney to enforce any provision or provisions of and/or rights given by the Installment Deed Note or this Installment Deed securing the same, then the Trustee or a or lawful owner or holder of said Installment Deed Note shall be entitled to require the Mortgagors, and/or any successors in interest, to pay the lawful owner's or holders attorneys fees and any other enforcement expenses and any expenses reasonably related to preparing for litigation and/or proceeding with it and all of the same shall also be secured by the lien imposed on the premises by this Installment Deed; and

19. IN CASE OF SALE hereunder, the proceeds will be applied by the Trustee as follows: (1) To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; and also reasonable attorney's fees for advice in the premises and/or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; and, also the expenses of any such litigation; and, (2) To the payment of all taxes which may be unpaid on said premises; and(3) To the payment of all unpaid principal, accrued interest, late charges, any and all sums expended in the protection of said property, and any other charges due by the terms hereof and/or authorized herein and secured hereby, and; (4).the residue, if any, will be paid to the mortgagors herein their heirs, representatives or assigns; and,

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

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands on 6/9/2008.

Wanda K Wilson
Wanda K Wilson, Seller/Mortgagee

James L Wilson
James L. Wilson, a single person, Seller

Elizabeth (Wilson) Vaughn
Elizabeth (Wilson) Vaughn, Seller

Mohamed Shahebrahimi
Mohammad Shahebrahimi, Mortgagor

Nahid Mohammadzadeh
Nahid Mohammadzadeh, wife of Mohammad Shahebrahimi, who is joining in this conveyance to waive any marital rights in or to the real property and to waive any right title or interest she might have otherwise claimed to all or any part of said real property and to permit said real property to be mortgaged.

STATE OF TENNESSEE

Before me, a Notary Public, in and for Tennessee, personally appeared the within named Wanda K, Wilson, (Seller/Mortgagee, and Tenant in common), James L. Wilson, (a single person, Seller, and Tenant in Common), and, Elizabeth (Wilson) Vaughn, (Seller and Tenant in Common), and Mohammad Shahebrahimi, (Buyer/Mortgagor) and Nahid Mohammadzadeh, (wife of Buyer/Mortgagor, Mohammad Shahebrahimi, (who is joining in this conveyance to waive any marital rights in or to said real property and for the purpose of permitting her husband to mortgage said real property and each of them did acknowledge that they and each of them had executed the within instrument, an installment deed, for the purposes therein contained and as the free act and deed of each.

WITNESS my hand and official seal on 6/9/2008.

Terri D Estrada
NOTARY PUBLIC
(AFFIX SEAL)

MY COMMISSION EXPIRES: January 23, 2010

