This instrument was prepared by Carmack C. Shell of MARKS, SHELL & MANESS, 233-A Dunbar Cave Road, Clarksville, TN 37043

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $200,000.00.

TAI IB CHOI, ET UX

TO: VENDOR'S LIEN DEED

KALIL SOFI, ET AL

Davidson County DEEDINST
Recvd: 10/06/08 12:19 5 pgs
Fees:28.00 Taxes:1152.70
20081006-0101322

FOR THE CONSIDERATION HEREINAFTER STATED, TAI IB CHOI and wife, YOUNGOOK CHOI, as GRANTORS, have this day bargained and sold and do hereby transfer and convey unto the GRANTEES, KALIL SOFI and MOHAMMAD SOFI, as equal tenants in common, their heirs and assigns forever, the following described real estate, together with any and all improvements thereon and all appurtenances thereto appertaining, situated in the Eighth (8^{th}) Civil District of Davidson County, Tennessee, and being shown on Map and Parcel No. 10301002800 of the Assessor of Property for Davidson County, Tennessee, to-wit:

> Being Lot No. 6 on the map of John B. Cowden's Second Subdivision of the 49 acre tract, not of record, described according to a survey made by Pete Meyer, Surveyor, February 18, 1946, as follows:
>
> Beginning at a point on the southerly margin of Charlotte Pike, the northeast corner of a tract of land conveyed to Clarence Lee Fields and wife by deed from U. T. Hoover and wife, of record in Book 919, Page 676, Register's Office for said County; thence with Field's eastern boundary line, south 32 degrees east 217.6 feet to a point on the northerly margin of an alley; thence with the northerly margin of said alley, northeastwardly 50 feet to a point, the southwest corner of Lot No. 5 on said Plan; thence with the line between said Lots Nos. 5 and 6, northwestwardly 228 feet to a point on the southerly margin of said Charlotte Pike, the northwest corner of said Lot No. 5; thence with the southerly margin of said Charlotte Pike, south 42 degrees west 50 feet to the beginning.
>
> This is the same property conveyed to Grantors from Robert M. Elkins, et ux, of record in Book *____, Page _____, of the Register's Office for Davidson County, Tennessee. *20020827-0103687

TO HAVE AND TO HOLD said real estate, together with any and all improvements thereon and all appurtenances thereto appertaining, unto the GRANTEES, KALIL SOFI and MOHAMMAD SOFI, as equal tenants in common, their heirs and assigns forever.

SUBJECT to any and all easements and restrictions of record and

TAI SUBJECT to any tenants in possession, including but not limited to Issa Ayub,

THE GRANTORS COVENANT that they are lawfully seized and possessed of said real estate; that they have a good and lawful right to convey the same; that it is unencumbered; and they will forever warrant and defend the title thereto against the lawful claims of all persons claiming by or through the Grantors, but further or otherwise.

THE CONSIDERATION for this conveyance is as follows:

(I) A valuable cash consideration, cash in hand paid, the receipt of which is hereby acknowledged by the GRANTORS, and

(2) The execution by the GRANTEES herein of one certain negotiable promissory note dated as of even date herewith, payable to the order of the GRANTORS, in the principal amount of $200,000.00, providing for monthly payments of principal and interest as provided therein. The final maturity date is June 1, 2015 at which time all unpaid principal and interest is to be paid in full. Grantees are given the privilege of pre-paying this note at any time without penalty. Demand, presentment and notice is expressly waived by the Grantees. Grantees will pay any reasonable attorney's fees and other costs incurred by the Grantors in the event default is made in the payment thereof or default is made in any other provision of this vendor's lien deed. Such attorney's fees and costs shall be paid upon demand.

TO SECURE the payment of said note herein described, a VENDOR'S LIEN is expressly retained on the property herein conveyed.

The GRANTEES herein further join in the execution of this instrument for the express purpose of agreeing to pay the aforesaid note according to the terms aforesaid, payable to the herein GRANTOR, to pay all taxes assessed against said real estate before such taxes become delinquent, to keep any improvements on said property insured against fire and windstorm in an amount satisfactory to the holders of said note, with the mortgage or loss payable clause in favor of said holders, and further agree to furnish satisfactory evidence of the carrying of such insurance. The GRANTEES agree that in the event said taxes or insurance premiums are not paid, any holder of said note may pay said taxes and procure such insurance, the cost of the same, together with seven percent (7%) interest thereon, shall be secured as a part of the herein described note. Should the GRANTEES breach any provision of this paragraph, then the GRANTORS or any holder of the note may treat such breach as the equivalent to a default in the payment of the note herein secured and foreclose the lien of this instrument in the manner herein set out.

THE GRANTEES further agree that in the event said note is not paid as provided, or if there is failure to pay any taxes assessed against said real estate

before delinquent, or there is failure to keep the improvements on said real estate insured as aforesaid, or if the GRANTEES should fail to reimburse the GRANTORS on demand for any amounts expended to protect the property, or if GRANTEES should breach any other provision of this vendor's lien deed, then any holder of said note shall have the right to declare the entire indebtedness secured hereby due and collectible at once, and the GRANTORS, or any holder(s) of said note, shall have the right to give notice of sale by public advertisement for the time and in the manner provided by applicable law and otherwise comply with applicable law. The GRANTORS shall sell the property at the time and place and pursuant to the terms designated in the Notice of Sale at public auction to the highest bidder and otherwise comply with applicable law. GRANTORS or the designee of GRANTORS may bid and purchase the property at any sale. The proceeds of any sale shall be applied first to all reasonable costs, attorney's fees and expenses of sale, next to all sums secured by this vendor's lien deed and next to any other parties legally entitled thereto. After sale, GRANTEES and the assigns of GRANTEES shall be tenant(s) at will of such purchaser and shall be removable by process and will pay to the Purchaser(s) upon demand any reasonable rental value of the property after sale. The sale shall be for cash, and in bar of the statutory right of redemption, homestead, dower, curtesy, and any other right or claim which the GRANTEES or anyone claiming under or through them may have, all such equities, rights and claims being waived in the event of sale hereunder, and title to the purchaser shall be absolute. At such sale the holder of said note may bid and become a purchaser, the same as any other person.

IN THE EVENT OF SALE HEREUNDER, the proceeds thereof shall be applied as follows:

A. To the payment of all costs and expenses of advertising and making said sale, including reasonable compensation for the services of auctioneers, and attorneys employed by the holder of said note in connection with the sale.

B. To the payment of the indebtedness and interest thereon hereby secured, all expenses incurred by the holder of said note in regard to its collection and in regard to said foreclosure, and any and all property taxes for which the GRANTEES are liable, whether such taxes are due and payable or not, together with the Attorney's fee provided in said note.

C. The surplus, if any, after application of the proceeds as provided in A and B above, shall be paid to the GRANTEES, their heirs, representatives or assigns.

THE GRANTEES FURTHER AGREE that in case of sale hereunder they will surrender possession of the real estate immediately.

If all or any part of the property or any interest in it is sold or transferred without GRANTORS' (or Grantors' assigns) prior written consent, GRANTORS may, at their option, declare all the sums secured by this Vendor's Lien Deed to be immediately due and payable and foreclose under the provisions of this vendor's lien deed.

POSSESSION is to be given upon delivery of this deed.

THE 2008 TAXES are to be paid by the GRANTEES.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the 29th day of September, 2008.

TAI IB CHOI

YOUNGOOK CHOI

GRANTORS

KALIL SOFI

MOHAMMAD SOFI

BY: KALIL SOFI, Attorney-In Fact (Pursuant to Power of Attorney in Vol. K page _____, ROMCT)

2008 1006 . 010132 1 ROD

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned, a Notary Public in and for said State and County aforesaid, TAI IB CHOI and wife, YOUNGOOK CHOI, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 29th day of September, 2008.

MARY R. WELKER
STATE OF TENNESSEE NOTARY PUBLIC
NOTARY PUBLIC
MONTGOMERY COUNTY

My Commission Expires: 11-22-10

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned, a Notary Public in and for said State and County aforesaid, KALIL SOFI, the within named bargainor, 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, at office, this 29th day of September, 2008.

NOTARY PUBLIC

My Commission Expires: 11-22-10

STATE OF TENNESSEE

COUNTY OF MONTGOMERY

On this 29th day of September, 2008, before me, the undersigned, a Notary Public personally appeared KALIL SOFI with whom I am personally acquainted or proved to me to be the person who executed the foregoing instrument on behalf of MOHAMMAD SOFI, and acknowledged that he executed the same as the free act and deed of the said MOHAMMAD SOFI.

NOTARY PUBLIC

My Commission Expires: 11-22-10

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Pursuant to Tennessee Code Annotated Section 67-4-409 (a)(6)(A), the undersigned being the Grantee, the Grantee's agent or a trustee acting for the Grantee, after first being duly sworn, makes oath that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $250,000.00.

AFFIANT

Sworn and subscribed to before me on this the 29th day of September, 2008.

NOTARY PUBLIC

My Commission Expires: 11-22-10

NAME & ADDRESS OF PROPERTY OWNER:
Kalil Sofi and mohammad Sofi
6211 charlotte Pike
Nashville, TN 37209

PERSON OR ENTITY RESPONSIBLE FOR THE PAYMENT OF THE REAL PROPERTY TAXES:
(Same as above)