WARRANTY DEED

This instrument prepared by:
Charles Cross, Attorney
3813 Whites Creek Pike
Nashville, TN 37207
PH 615-299-1511
FX 615-299-1518
charlescrosslawyer@gmail.com

BILL GARRETT, Davidson County
Trans:T20160061637 DEEDWARR
Recvd: 07/18/16 15:49 13 pgs
Fees:68.00 Taxes:1480.00
20160718-0073774

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration, or value, whichever is greater, for this transfer is $400,000.00

Raymond Ray
RAYMOND GLENN RAY

Subscribed and sworn to before me the 9 day of July, 2016

Notary Public

My commission expires: 3/3/20

COLBY EDISON NOTARY PUBLIC [SEAL] STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

NEW OWNERS:
HAFIZ YAFAI, 9725 Turner Lane,
Brentwood, TN 37027;
SOLTAN YAFAI, 2600 Foster Ave.
Nashville, TN 37211
RASHID MUHSIN, 6724 Sugar Hill Drive
Nashville, TN 37211

SEND TAX BILLS TO:
HAFIZ YAFAI, 9725 Turner Lane
Brentwood, TN 37027

MAP & PARCEL NUMBERS:
MAP 82-3, PARCEL 3 &
MAP 82-3, PARCEL 55000

FOR AND IN CONSIDERATION OF: the sum of ten dollars, cash in hand paid by the hereinafter named grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, Raymond Glenn Ray, [AKA Raymond Ray] hereinafter called the Grantor, have bargained and sold, and by these presents do transfer and convey unto HAFIZ YAFAI, SOLTAN YAFAI, AND RASHID MUHSIN, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, Nashville, Tennessee, composed of two properties know as 1113 and 1115 Dickerson Road, [North First Street] , and Being the same property conveyed by Raymond (Glenn) Ray to Nicole and Terry Hicks on January 26, 2007, of record in the Register's Office of Davidson County, Tennessee, on 02/02/07, transaction # 20070202 0014087.] and the re-conveyed by TRUST DEED to Trustee Charles Cross, Attorney, 3813 Whites Creek Pike, Nashville, TN 37207, the same date of 0/02/07 of record in the Register's Office of Davidson County, TN , Registration # 20070202-0014088 BUT WHICH ALL claim of ownership thereto whatsoever by Nicole and Terry Hicks, whether statutory or at common law, free and clear of all claims of homestead, marital share or other exemption, dower, right of redemption, or exemption, or otherwise, was divested out of Nicole and Terry Hicks and vested in Raymond Ray, by Order of the Chancery Court of Davidson County, Tennessee, in the case of Raymond Ray vs. Nicole and Terry Hicks, No. 15-1176- III [I], Entered June 9, 2016, and recorded in the Register's Office for Davidson County, Tennessee, on June 20, 2016, # 20160620-0062622. and more particularly described as follows:

[Lots 13, 14, and 15 in Sharp and Horn's Addition to Northeast Nashville, a plan of which is of record in Book 161, page 53, of the Register's Office of Davidson County, Tennessee.] THE PROPERTY BEING MORE PARTICULARLY DESCRIBED AS:

FIRST PARCEL:
Said lots number 14 and 15 front 50 feet each on the Easterly side of North First Street, formerly the Whites Creek Pike, and runs back between parallel lines, 145 feet to an alley. This improved property known as 1115 North First Street, Nashville, TN 37207.

BEING THE SAME PROPERTY conveyed to Raymond Ray by deed from Claude M. Richmond, Jr., and Wife Katherine richomond, in an installment deed of record in Book 8091, Page 922, and previously to Clude M. Richmond, Jr., and R.J. Richmond, as equal tenants in common, in Book 4400 Page 347, in the Register's Office of Davidson County. The said R.J. having died on August 3, 1981, and by his will of record in Will Book 135, Page 661, Probate clerks Office of Davidson County, devised his interest in the above described property to his wife, Bertha T. Richmond. And, by deed of record in book 6010, Page 244, Register's Office for said County, Bertha Richmond conveyed her interest in the described property to Claude M. Richmond, Jr., and wife Katherine Richmond. The said Bertha Richmond and Bertha T. Richmond is one and the same person.

SECOND PARCEL
Being Lot number 13 on the Plan of Sharpe and Horn's Second Addition, as of record in Book 161, Page, 53, Register's Office of Davidson County, Tennessee.

Said Lot number 13 fronts 50 feet on the Easterly side of North First Street, and runs back between parallel lines 145 feet, more or less, to an alley,

BEING THE SAME property conveyed to Raymond Glenn Ray, Jr., from Lois D. Ray, [widow of Raymond Glenn Ray, Sr.] and Freeman Ray, *unmarried*, by deed of record in Book 6145, Page 165, Register's Office of Davidson County, Tennessee. *Previously*, this property is the same as property conveyed to Lois D. Ray by deed from Raymond Glenn Ray, Jr., Jeffery Dewey Ray, Terri Lynne Ray, Sharon Simms and Jennifer Maria Ray as of record in Book 5700, Page 436. Inasmuch as the above referenced deed recited that the interest of Gregory Freeman Ray was not included because he was a minor at the time, the said Gregory Freeman Ray, having at the time of the deed to Raymond Glenn Ray, Jr. Attained his majority, joined in the execution of the deed to Raymond Glenn Ray, Jr., in Book 6145, Page 53. The said Gregory Freeman Ray and Gregory F. Ray, and Freeman Ray mentioned herein being one and the same person.

This conveyance is subject to any recorded Master Deed, Declaration of Protective covenants, conditions, or Restrictions, and any easements or Plat affecting said property which is of record in said Register's Office.

THIS PROPERTY OF 1113 & 1115 DICKERSON ROAD, NASHVILLE, DAVIDSON COUNTY, TENNESSEE, 27207 IS **IMPROVED PROPERTY**

"AS IS" SALE: This property and improvements thereon are being sold "as is." It is subject to all of limitations and conditions contained in a Purchase and Sale Contract between the parties signed 08 27 2016 and notarized 09 16 2016, the Contract, consisting of 8 pages plus a two page addendum of notarization of signatures, incorporated herein, and attached to the Deed of Trust from the GRANTEES herein associated with this sale and financing of record in the ROD 20160718-0073776 Davidson County.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES , their heirs and assigns forever, and I do covenant with the said GRANTEES that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered unless otherwise herein set out, except for property taxes due to date of closing, which GRANTOR shall pay contemporaneous with the recording of this Warranty Deed, and we do further covenant and bind ourselves, our heirs, and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns against the lawful claims of all persons whomsoever. 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. Herein, and in the contract to buy and sell this property between GRANTORS AND GRANTEES, Raymond Glenn Ray and Raymond Ray are one and the same.

WITNESS, my hand this 9 day of July, 2016, Raymond Ray

RAYMOND GLENN RAY, aka
Raymond Ray

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me Colby Shepperson [print] , a Notary Public for Tennessee, RAYMOND GLENN RAY, aka Raymond Ray in the above document, with whom I am personally acquainted , or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing Warranty Deed for the purposes therein contained. This 9 day of July , 2016.

Colby Shepperson

NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/3/20

[SEAL]

COLBY SHEPPERSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

PURCHASE AND SALE CONTRACT

1. **PARTIES**: The parties to this agreement are:
RAYMOND RAY, 3817 Whites Creek Pike, Nashville, TN 37207, the SELLER, and
HAFAI YAFAI, 9725 Turner Lane, Brentwood, TN 37027, 438-1769
SOLTAN YAFAI, 2600 Foster Avenue, Nashville, TN 37211
RASHID MUHSIN, 6724 Sugar Hill Drive, Nashville, TN 37211 [870-761-8880],
BUYERS.

2. **AGREEMENT TO PURCHASE AND SELL**. Subject to the terms and conditions of this Agreement, BUYERS agree to purchase from SELLER, and SELLER agrees to sell to BUYERS the improved property located at 1113 and 1115 Dickerson Pike, Nashville, Tennessee, the PROPERTY, and any and all contents therein, more particularly described in EXHIBIT A.

3. **"AS IS" SALE: THIS PROPERTY IS BEING SOLD "AS IS."** This means that without exception: all matters and conditions relating to the property, and building thereon, including but not limited to: its condition, the condition of the building inside and outside, or condition of the contents therein, its cleanliness, compliance with codes or zoning, any and all environmental conditions, all conditions and circumstances relating to the property, provided that SELLER can and does furnish a warranty deed with clear title but for any public easements or conditions. SELLER has described the property as being in rough condition to the BUYERS and that the current occupant and would be purchaser, Nicole Hicks, has damaged the interior and failed to make repairs, for which her interest and that of her Husband, is to be foreclosed. BUYERS understand that SELLER is preparing to institute legal action to recover title to himself from Nicole Hicks, , as she is in breach of her lease/purchase on multiple grounds and has ceased using the property or paying the required payments or maintaining the property as required by her agreement. It is understood that none of the above matters may be a basis for failing or refusing to

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complete this contract by the BUYERS or SELLER. BUYERS were furnished a certain letter from attorney Charles Cross to Raymond Ray dated August 10, 2015, EXHIBIT B

4. **NO PERSONAL PROPERTY** is intended to be a part of this agreement.

5. **PURCHASE PRICE:** The purchase price for the property is FOUR HUNDRED THOUSAND DOLLARS in return for a warranty deed in fee simple and clear title to the property after title is recovered to SELLER from legal action against Nicole Hicks, ET UX, BUYERS shall pay the purchase price in immediately available federal funds as and when described herein.

6. **SELLER FINANCING:** A condition of this Agreement is that Seller agrees to finance this purchase as follows: $100,000.00 shall be paid as a down payment by paying $75,000.00 at closing and $25,145.83 within 30 days of closing. The remaining $300,000.00 shall be paid three years from the date of closing, and shall earn until paid interest at the rate of 7% per annum on the $300,000.00. Interest accruing shall be paid monthly on the first day of each month. Failure to pay the interest in a timely manner shall impose a late penalty of 10 percent of the monthly interest due each month. The monthly interest shall be $1,750.00 if timely paid and the late penalty thereon shall be $175.00. Failure to make 3 or more interest payments with penalty in a row with accrued interest to date shall be a basis for SELLER accelerating the due date for the final payment of $300,000.00 to be paid within 30 days of NOTICE of the accelerated date. Failure to make the accelerated due date final payment shall allow SELLER without a judgement of court to enter and take possession of the property. Under all circumstances, BUYERS shall owe the monthly interest due for each month they occupied the property, even in the event the property sale is foreclosed. BUYERS agree to pay all legal fees and expenses for an attorney for SELLER enforcing these terms of financing, or any term of this Agreement.

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7. **LEGAL FEES AND EXPENSES FOR SELLER SECURING CLEAR TITLE FROM NICOLE HICKS, ET UX,** BUYERS understand SELLER will forthwith institute legal action to secure to him legal title due to the failed sale of the property to Nicole Hicks, ET UX. In that legal action SELLER will be represented by attorney Charles Cross. It is understood that Charles Cross is the attorney only for SELLER, and not BUYERS, in this Agreement and all other matters related to this transaction, BUYERS have been, are, and will be represented by their own legal counsel with whom they have conferred regarding this transaction. As a condition of this Agreement to sell, it is agreed that BUYERS shall pay attorney Charles Cross his legal fees and expenses related to the legal action to secure clear title for BUYERS. Charles Cross shall exercise his sole discretion in the conduct of the legal actions to secure clear title. BUYERS shall pay an initial retainer of $2,500.00 upon execution of this Agreement, and all other payments, directly to Charles Cross at 3813 Whites Creek Pike, Nashville, TN 37207. Charles Cross shall be paid at the rate of $250.00 per hour and necessary expenses of the litigation, such as filing fees and deposition expenses, shall be paid in advance as requested in writing. BUYERS shall replenish the retainer at $2,500.00 increments before the complete exhaustion of the balance of a current retainer within 10 days of written notice to do so. Charles Cross shall return any unused retainer to BUYERS upon completion of the legal action to secure clear title. PROVIDED, HOWEVER, BUYERS, at their option, and after they have paid $15,000.00 in legal fees should that level of legal work be required, may elect to terminate this Agreement and the agreement to pay legal fees and expenses beyond the $15,000.00 and any expenses of litigation due, if they give written notice by Certified Mail Return Receipt requested withing 10 days of being informed that the legal fees have reached $15,000.00. BUYERS shall not be entitled to any refund of legal fees or expenses should they Opt. out of this agreement. BUYERS, after a full opportunity to discuss this Agreement with any of their choosing, agree that there is no conflict of interest between them and attorney Charles Cross and hereby waive any such potential claim. The promises of this provision are an inducement to undertake the legal

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action to secure legal title and to enter into this Agreement. Violation of this provision shall entitle attorney Charles Cross to legal fees and expenses in enforcing its provisions.

8. **EARNEST MONEY.** BUYERS shall deliver $2,500.00 earnest money deposit to attorney Charles Cross who shall place it into his escrow account. Should BUYERS Opt. out of this agreement as provided or violate this Agreement, SELLER shall be entitled to the EARNEST MONEY. Charles Cross shall not distribute the earnest money without written agreement of the parties, provided however, that if BUYERS cannot agree to its distribution and SELLERS successfully brings a court action to enforce its payment to him, BUYERS shall be responsible for the related legal fees and expenses.

9. **SURVEY:** BUYERS may have a survey conducted by arrangement made before a period ending 30 days before closing of the property boundaries at their own expense to insure they are as represented in the deed description. Should the property be materially smaller in size or dimensions than the deed description, taking into consideration that the property and its boundaries have been openly occupied, controlled and claimed throughout the more than 50 continuous years of ownership by either SELLER or his family, except for two periods of attempted lease/purchase to two potential buyers. Such a material difference in the size or shape of the property, considering its history, shall be a basis for them, at their option, to withdraw from the Agreement and receive back their earnest money, provided they give written notice and a copy of the survey to SELLER withing 10 days of the date of such survey. Should SELLER disagree that a material size or shape difference exist between the survey and the deed, SELLER may institute an appropriate action to enforce the Agreement, and upon success of such action, shall be entitled to his reasonable attorney fees and expenses in enforcing the Agreement. MATERIAL DIFFERENCE IN SIZE OR SHAPE is defined for this Agreement to mean 5 percent or more difference in total area size, or a shape difference such that a given boundary is 5 percent less in length from its opposite boundary.

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10. **TITLE INSURANCE:** As soon as practicable following the date of final judgement of securing back legal title to SELLER from Nicole Hicks, , or within 30 days at most, SELLER shall furnish at his expense to BUYERS a standard owner's title insurance policy without waiver of the standard printed title exceptions to such policies, that SELLER has good and marketable title. Should the policy reflect that SELLER cannot convey good and marketable title, but for the standard exceptions, then BUYER may elect to Opt. out of this Agreement or give SELLER an agreed period in writing to cure the title defect at SELLER'S expense. Should SELLER fail to secure title within an agreed in writing period, BUYERS may Opt. out of this Agreement and receive back their earnest money.

11. **POSSESSION:** Possession shall occur on the date of deed.

12. **CLOSING DATE AND LOCATION**: The closing hereunder shall be held at the offices of attorney Charles Cross who shall conduct the closing. At closing SELLER shall deliver to BUYERS 1] a good marketable title by general warranty deed in fee simple, clear of all liens or encumbrances except applicable governmental zoning or easements and permitted standard exceptions. 2] such other instruments of sale, authority, assignment, conveyance or transfer as shall reasonably be necessary to transfer all rights, title, or interest in the property. BUYERS shall execute a deed of trust provided by SELLER providing for the terms and conditions provided for herein and for requiring advance written permission to: destroy or take down the building or any part thereof, entry for inspection, lease or resale of the property, and compliance with all laws or regulation by the federal, state, or local government, or any other standard provision designed to secure the interests of SELLER pending final payment. BUYERS shall pay all sums due under this agreement.

13. **CLOSING EXPENSES AND PRORATIONS:** BUYERS shall pay the recording fees and transfer taxes due upon recording the warranty deed and deed of trust. SELLER shall pay all premiums for a title policy. SELLER shall pay delinquent taxes and current year's taxes shall be prorated to closing date. Both parties shall pay their respective attorney fees.

SELLERS INITIALS RK BUYERS INITIALS RM H.Y S.Y

14. **DEFAULT:** WHEREAS, SELLER is and will be surrendering other sale options by this agreement and the value of this property is increasing with time, if BUYERS fail or refuse to perform any of BUYER'S obligations under this Agreement, SELLER may seek specific performance OR elect to terminate the contract and receive liquidated damages in the amount of $15,000.00. SELLER shall be entitled to his reasonable attorney fees for an action for specific performance or damages. If SELLER defaults on selling the property as provided herein, BUYERS may sue in specific performance or rescind this agreement and receive back the earnest money and attorney fees from SELLER, not Charles Cross, but shall receive no actual, incidental, or liquidated damages.

15. **BROKERS:** The parties warrant there are no commissions due on this transaction.

16. **MAINTENANCE, INSURANCE, AND USE OF PROPERTY:** From the date of the deed forward until all sums due under this agreement are paid in full, BUYERS shall be responsible for maintaining using the property in a safe and lawful manner and, at its expense, complying with any notice or demand by any government that its use is in violation of law. BUYERS shall be responsible to securing premises liability insurance for one million dollars of coverage and fire insurance for one million dollars. Proof of such insurance shall be furnished upon written demand within 5 days of such demand. BUYERS shall hold SELLER harmless from any claim for injury upon the property.

17. **NOTICES:** All notices, demands or communications pursuant to this agreement shall be in writing by Certified Mail- return receipt, or a nationally recognized overnight mail service, and addressed to:

FOR ALL THREE [3] BUYERS:
HAFAI YAFAI, 9725 Turner Lane, Brentwood, TN 37027, 615-438-1769
AND COPY TO: Tommy Sidwell, attorney, 121 First Avenue South, Suite 200, Franklin, TN 37064

SELLERS INITIALS___ BUYERS INITIALS RM H.Y S.Y

FOR SELLER:

Raymond Ray, 3817 Whites Creek Pike, Nashville, TN 37207

AND COPY TO: Charles Cross, attorney, 3813 Whites Creek Pike, Nashville, TN 37207

Proof of such notice shall be effective after 3 business days of any mailing receipt date or undeliverable or refusal of receipt notice. Changes of notice address must be by the same method. If notice is given to the above addresses, no change of address having been furnished, it shall be deemed effective.

18. **CONDEMNATION**: In the event of any threatened, contemplated, or commenced proceedings in eminent domain, [notice of which shall be given to BUYERS by SELLER within 7 days of such notice, then BUYERS may by written notice withing 15 days of such notice may elect to terminate this agreement, after which or without which, it shall be bound by this agreement, and in such case shall be entitled to assignment of the condemnation award rights and already paid award at closing.

19. **GENERAL PROVISIONS;**

a. DUE DATES OR DEADLINES, which fall on a legal holiday or weekend shall be the next business day.

b. ENTIRE AGREEMENT: This agreement represents the entire undeerstanding between SELLER and BUYERS, period. There can be no oral modificatioon of the Agreement and amendments must be agreed and in writing.

c. LAW: Tennessee law shall govern this agreement.

d. SALE OR ASSIGNMENT: This Agreement, or the rights hereunder, may not be sold, assigned, pledged as collateral, or transferred by BUYERS without advance written notice of request and approval by SELLER in writing.

e. SEVERABILITY: Should any provision herein be held to be invalid or illegal for any reason, the remaining portions of the Agreement shall remain in effect, unless

SELLERS INITIALS RR BUYERS INITIALS RM H.Y S.Y

the illegal or invalid provision materially interferes with the stated purpose of this agreement.

f. BUYERS shall be jointly and severally liable for violation of this agreement.

g. Successors and Assigns. This Agreement shall be binding on either BUYERS' or SELLER'S successors or assigns. Without relieving the BUYERS in this Agreement of their obligations therein, if agreed by SELLERS in writing to such an assignment, BUYERS may assign this agreement to a lawful corporation, provided such corporation also signs a supplemental agreement to be bound by th terms of this agreement.

Raymond Ray
SELLER RAYMOND RAY
DATE: 8-28-15

BUYERS:
HAFAI YAFAI, 9725 Turner Lane, Brentwood, TN 37027, 438-1769
DATE: 8-27-15

Soltan Yafai
SOLTAN YAFAI, 2600 Foster Avenue, Nashville, TN 37211
DATE: 8-27-15

RASHID MUHSIN, 6724 Sugar Hill Drive, Nashville, TN 37211 [870-761-8880
DATE: 08-27-15

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PURCHASE AND SALE CONTRACT ADDENDUM

WHEREAS, previously on August 27, and 28, 2015, the signers below did execute the above PURCHASE AND SALE agreement, consisting of 8 pages, relating to the property at 1113 and 1115 Dickerson Road, Nashville, TN, the PROPERTY;

AND WHEREAS, the parties now desire to have their signatures agreeing to the agreement NOTARIZED; and the original agreement is affirmed;

NOW, THEREFORE, the parties do notarize the original document and signatures, above, as below executed, which are incorporated into the original agreement, effective Nunc Pro Tunc, NOW FOR THEN, as of the original date, these notarizations becoming pages 9 and 10 of the agreement:

Raymond Ray — 9-16-15

RAYMOND RAY — DATE

3815 Whites Creek Pike, Nashville, TN 37207

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Joseph Bondi a Notary, the above signed **RAYMOND RAY**, who first being duly identified and sworn, did execute his signature above for the purpose of notarizing his signature to the existing agreement on this 16 day of September, 2015

JOSEPH BONDI STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

NOTARY

[SEAL]

MY COMMISSION EXPIRES JANUARY 9, 2018

9-16-15

HAFAI YAFAI — DATE

9725 Turner Lane, Brentwood, TN 37027

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Joseph Bondi a Notary, the above signed **HAFAI YAFAI**, who first being duly identified and sworn, did execute his signature above for the purpose of notarizing his signature to the existing agreement on this 16 day of September, 2015

NOTARY

[SEAL]

JOSEPH BONDI STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

MY COMMISSION EXPIRES JANUARY 9, 2018

Soltan Yafai 9-16-15

SOLTAN YAFAI, 2600 Foster Avenue DATE
Nashville, TN 37211

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Joseph Bondi a Notary, the above signed **SOLTAN YAFAI**, who first being duly identified and sworn, did execute his signature above for the purpose of notarizing his signature to the existing agreement on this 16 day of September, 2015

Bondi
NOTARY

[SEAL]

JOSEPH BONDI STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

MY COMMISSION EXPIRES JANUARY 9, 2018

09-16-15

RASHID MUHSIN, 6724 Sugar Hill Drive DATE
Nashville, TN 37211

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Joseph Bondi a Notary, the above signed **RASHID MUHSIN**, who first being duly identified and sworn, did execute his signature above for the purpose of notarizing his signature to the existing agreement on this 16 day of September, 2015

Bondi
NOTARY

[SEAL]

JOSEPH BONDI STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

MY COMMISSION EXPIRES JANUARY 9, 2018