[ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
[Fred O. Williams and wife	Home Savings of America,	084-12-0
[Margaret J. Williams	F. A.	144.00
[3213 Knobview Drive	Property Tax Dept.	
[Nashville, TN 37214	P. O. Box 7075	
[	Pasadena, CA 91109-7075	

[This instrument prepared by: Robert J. Notestine, III.,Attorney At Law
[120 Donelson Pike, Nashville, Tennessee 37214

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and No/100 (10.00) DOLLARS cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, I, Joe M. Haynes, Executor of the Estate of Sam Lankford, having since been deceased, (the "Grantor") has bargained and sold, and by these presents do transfer and convey unto Fred O. Williams and wife, Margaret J. Williams (the "Grantees"), Grantees' successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described as follows to wit.

Being Lot No. 3 of Nob Hill, as of record in Book 2663, Page 31, Register's Office for Davidson County, Tennessee. Said Lot No. 3 fronts 150 feet on the westerly side of Knobview Drive and runs back between lines 197.7 feet on the southerly side and 196.6 feet on the northerly side to a line in the rear measuring 150 feet thereon.

Being the same property conveyed to Sam Lankford and wife, Thelma Lankford, by Installment Deed from Nashville Mortgage and Realty Company, A Tennessee Corporation, of record in Book 2863, Page 461, Register's Office for Davidson County, Tennessee.
Upon her death on July 13, 1974, Thelma Lankford's interest as a Tenant by the Entirety in said property passed to Sam Lankford by operation of law.

Callie Spain Lankford, surviving spouse of Sam Lankford surrendered any claim to right, title, and interest in the real property of Sam Lankford in accordance with the terms and conditions of a Pre-Marital Agreement attached hereto as Exhibit-A.

This is improved property commonly known as 3213 Knobview Drive, Nashville, Tennessee 37214.

[STATE OF TENNESSEE
[COUNTY OF DAVIDSON
[The actual consideration or value, whichever is greater for this
[transfer is $100,000.00 .

Fred O. Williams
Affiant

[Subscribed and sworn to before me this 30th day of
[December, 1987.

Robert John Notestine
Notary Public
My Commission Expires May 13, 1990

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interests thereto belonging to the said Grantees, Grantees' successors and assigns, forever.

And Grantor does covenant with the said Grantees that Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered except as set forth hereinabove.

And Grantor does further covenant and bind himself, his representatives and assigns, to warrant and forever defend the title to the Property to the said Grantees, their successors and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 30th day of December, 1987.

Joe M. Haynes, Executor
Estate of Sam Lankford

Joe M. Haynes, Executor

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Robert John Notestine, a Notary Public in and for said County and State, the within named Joe M. Haynes, Executor of the Estate of Sam Lankford, the bargainer, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 30th day of December, 1987.

Robert John Notestine
Notary Public
My Commission Expires: May 13, 1990

EXHIBIT A

PRE-MARITAL AGREEMENT

This Agreement, made by and between SAM L. LANKFORD and CALLIE SPAIN, both of Nashville, Davidson County, Tennessee.

WHEREAS, the parties to this Agreement, both of mature years, intend to enter into a contract of marriage on the plain, clear, and unmistaken understanding, which each has stated to the other, that neither party will, under any circumstances, have any legal claim to any right, title or interest, in or to any property, whether real, personal or mixed, which was owned by the other party before the marriage or which shall be acquired by the other party after the marriage, except as provided in this Agreement, such marriage being primarily for the purpose of companionship; and

WHEREAS, each party has stated to the other that each of them presently owns enough property in his or her own name to not be dependent on the other in any way; and

WHEREAS, each party has made full disclosure of his or her financial worth to the other; and

WHEREAS, the parties desire to reduce to writing the understanding which they have reached, to the effect that each party is to retain full control of the property owned by him or her before the marriage, and the parties desire to reaffirm that understanding, namely that each of them shall be able to dispose of his or her own property, either during life or by Will, in the manner he or she desires; and

WHEREAS, each party does not intend, by this Agreement, to prevent his or her making a testamentary disposition in favor of the other, should that be either party's desire; and

WHEREAS, each party desires that he or she be able upon his or her death to confer upon the other, as he or she may choose, the full fruit and benefit of any estate that either party may now have or may acquire in the future;

NOW, THEREFORE, in consideration of the following mutual promises, covenants and undertakings, the parties mutually agree as follows:

1. The parties mutually waive all right, title and interest in and to all property of every nature whatsoever, whether real, personal or mixed, owned or to be owned by the other party, at the date of this Agreement, or at any time in the future, including by way of example, but not being limited to, such interests as homestead, dower, curtesy, the widow's statutory share, alimony, and support payments. The interests intended to be waived hereunder include all interests one party might otherwise have or receive in the property of the other party as a result of the operation of law, or of prior agreement between the parties, upon the death of the other party, or as the result of any suit for separation or divorce brought by one party against the other.

2. The parties further mutually agree that in the event either party should at any time in the future commence a suit for divorce or for separate maintenance, against the other party (which suit is now not at all contemplated by the parties), each party shall pay his or her own expenses arising from such suit, including, but not being limited to, court costs and attorneys' fees, and the parties further mutually agree to waive any claim for alimony.

3. The parties further mutually agree that upon the death of either party, the survivor shall not dissent from any Will that may be probated as the Last Will and Testament of the other party, notwithstanding any right that such party may have to do so under the laws of the State of Tennessee, or of any other state in which the parties may be living at the time of the death of either of them, and that each party will leave the other party completely free to dispose of his or her entire own estate, to the person or persons in the manner such party may choose.

4. The parties intend that they will be married in the State of Tennessee, and therefore mutually consent and intend that this Agreement, and all rights hereunder, be governed by the laws of that State. Further, this Agreement shall come into effect only upon the solemnization of the marriage of the parties, and shall then bind each of them and their heirs, administrators, executors, successors and assigns.

Signed in Nashville, Davidson County, Tennessee, this 26 day of August, 1975, by each of the parties in the presence of the witnesses indicated.

Wm. R. E. Hewitt, Jr.

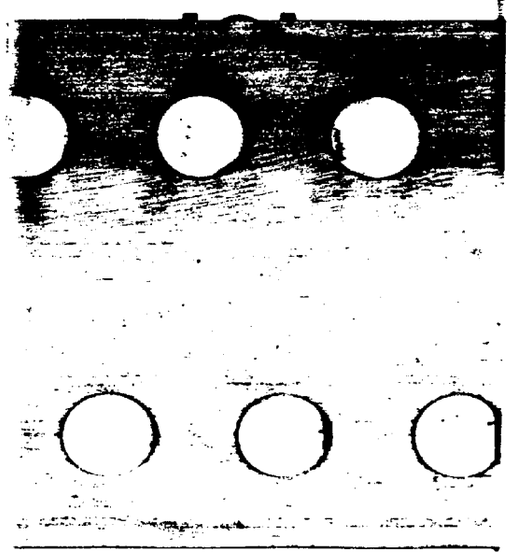
Sam L. Lankford
SAM L. LANKFORD

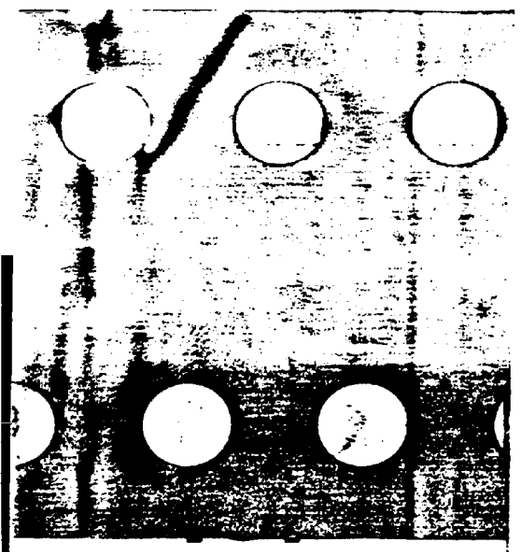
Callie Spain
CALLIE SPAIN

WITNESS:

Terri Holt

9 4 3 5 5
IDENTIFICATION REFERENCE
DEC 30 3 02 PM '87
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN
4417 12/30 0101 03CHECK 295.50





OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7438 PAGE 820

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT	100000.00
CON TX	280.00
PRFEE	0.50
WDEED	15.00
TOTAL	295.50
CHECK	295.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12/30/87 01 15:04 0001 4417

9 4 3 5 5

IDENTIFT REFERENCE

DEC 30 3 02 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 49488