Maximum principal indebtedness for Tennessee recording tax purposes is $100,000.00

THIS INSTRUMENT PREPARED BY:
W. WARNER McNEILLY, III
Suite 300
214 Second Avenue, North
Nashville, Tennessee 37201

INSTALLMENT DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joe F. and Pamela S. Culp 2831 Kenway Road Nashville, TN 37215	(SAME)	Map: 117-13 Par: 79

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is ~~$160,000.00~~ $125,000.00.

JOE F. CULP

PAMELA S. CULP

SUBSCRIBED AND SWORN to before me this 28 day of July, 1993.

Notary Public

My Commission Expires:

3-26-94

45755

PICK-UP

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty-Five Thousand and No/100 Dollars ($125,000.00) for which JOE F. CULP and wife, PAMELA S. CULP ("GRANTEES") have (i) paid cash of Twenty-Five Thousand and No/100 Dollars ($25,000.00); and (ii) executed an Installment Deed Note of even date payable to the order of RICHARD L. and MARGARET C. SMITH ("GRANTORS") in the principal sum of One Hundred Thousand and No/100 Dollars ($100,000.00) with interest thereon calculated at the rate of six and three-fourths (6-3/4%) interest per annum payable in three hundred sixty (360) consecutive equal monthly installments of principal and interest each in the amount of Six Hundred Forty-Eight and Sixty/100 Dollars ($648.60) commencing September 1, 1993, and continuing on the first (1st) day of each month thereafter for three hundred fifty-nine (359) additional monthly payments provided; however, that if the GRANTEES should earlier convey any part or all of either their legal or equitable interest in the real estate herein conveyed without the prior consent of GRANTORS, the then entire balance of the Installment Deed Note, including but not limited to principal, interest and all other amounts owing pursuant to the said Note, shall be at once due and payable.

We, the GRANTORS, have this day bargained and sold, and do hereby transfer and convey unto the said GRANTEES, their heirs and assigns, certain real estate in Davidson County, Tennessee, and more particularly described in Exhibit "A" to this Installment Deed.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to said GRANTEES, their heirs and assigns, forever. GRANTORS do covenant that we are lawfully seized and possessed of said real estate in fee simple, that we have a good right to convey it and that the same is unencumbered, except as shown in Exhibit "A".

We, the GRANTORS, do further covenant and bind ourselves, our heirs and representatives, to warrant and to forever defend the title to the said real estate to said GRANTEES, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectively securing the payment of the Installment Deed Note including any, extensions, renewals or modifications thereof (collectively "the Note") and rendering unnecessary Court proceedings for the enforcement of the Note and the lien which secures it in the event of any default in the terms and conditions of the Note or this Deed, as hereinafter provided, and for and in consideration of One Dollar ($1.00) to us in hand paid, we, the said GRANTEES, herein do hereby transfer and convey unto W. WARNER McNEILLY, III, TRUSTEE, and his successors in trust, the real estate described in Exhibit "A" hereto with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid. TO HAVE AND TO HOLD said real estate to the said TRUSTEE, and his successor in trust, forever. The GRANTEES covenant that they are lawfully seized and possessed of said real estate, have a good right to convey it, and that the same is unencumbered except as hereinabove set out.

The GRANTEES further covenant and bind themselves, their heirs and representatives, to warrant and defend the title to said land to the said Trustee, and his successors in trust, and his assigns, forever, against the lawful claims of all persons. However, this conveyance to the said Trustee is made IN TRUST to secure the payment of said promissory note and all sums due thereunder and for the uses and trusts herein set forth, and for no other purpose.

We, the said GRANTEES, do hereby agree to keep all buildings now on, or to be hereafter erected on said real estate, insured against fire, flood, wind or other casualty by some reliable insurance company or companies for the maximum insurable value until the Note is fully satisfied and to cause the said TRUSTEE, as his interest may appear, to be named as the loss payee on all such insurance policies, and, on demand, to furnish to the GRANTORS or the TRUSTEE proof of such insurance and payment of premiums. We further agree to keep the improvements on the real estate in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due. In case we fail to timely pay such insurance premiums, taxes, or assessments, then the said TRUSTEE, or the lawful owner and holder of the Note, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment at the maximum legal rate of interest.

Now, if we, the said GRANTEES, shall pay the indebtedness aforesaid when due, taxes, keep up repairs, and keep said premises insured as agreed, then this trust conveyance shall be of no further force or effect. However, if we default in the making of any payment pursuant to the Note, or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided, we fail to reimburse the TRUSTEE or lawful owner and holder of the Note for all sums, with interest, so expended by said TRUSTEE, or lawful owner and holder of the Note within thirty (30) days from the date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of the Note, the balance of the indebtedness shall become due and payable at once, without notice, and the said TRUSTEE or his successor in trust is hereby authorized and empowered upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said real estate at the front door of the

Courthouse in said county to the highest bidder for cash, at the public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind which are hereby expressly waived by GRANTEES; and the said TRUSTEE, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The GRANTORS or the then lawful owner and holder of the Note may bid at any sale under this conveyance. I agree that the TRUSTEE may, at any time, after any default in the payment of the Indebtedness enter and take possession of said real estate, and shall only account for the net rents actually received by him. We further agree that in the event the TRUSTEE fails, before selling said real estate, as herein provided, to enter and take possession thereof, the purchaser shall be immediately entitled to immediate possession thereof upon the delivery to him by the TRUSTEE of a deed for said real estate.

In case of a 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 the note or as herein provided; also reasonable attorney's fees for advice in the premises, or for this conveyance, or the enforcement of said lien; also the expenses of any such litigation; but excluding the expense of ejecting persons from the real estate in order to retake it; (2) to the payment of all taxes which may be unpaid on said premises; (3) to the payment of the Note (4) the residue, if any, will be paid to such parties as are legally entitled to it.

In case of the death, absence, inability or refusal to act of said TRUSTEE at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of the Note is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the said TRUSTEE shall be vested in said successor.

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

Any act, failure to act or failure to enforce any condition of this Deed or the Note by the TRUSTEE, the GRANTOR, or the lawful owner and holder of the Note, shall not be construed as a waiver of any such condition or requirement.

This transaction is partly a sale and partly a gift. The value of the property is $160,000.00. This transaction consists of a gift of $35,000.00 and a sale for $125,000.00.

WITNESS our hands this 28 day of July, 1993.

GRANTORS:

RICHARD L. SMITH

MARGARET C. SMITH

GRANTEES:

JOE F. CULP

PAMELA S. CULP

TRUSTEE:

W. WARNER McNEILLY, III

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, W. Warner McNeilly III, a Notary Public, RICHARD L. and MARGARET C. SMITH, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28 day of July, 1993.

Notary Public

My Commission Expires:
3 26 97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, W. Warner McNeilly III, a Notary Public, JOE F. CULP and PAMELA S. CULP, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 18 day of July, 1993.

Notary Public

My Commission Expires:

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, Connie Tomlinson, a Notary Public, W. WARNER McNEILLY, III, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of July, 1993.

Connie Tomlinson
Notary Public

My Commission Expires:
1-23 94

EXHIBIT A

Being Lot No. 68 on the Map of Woodmont Estates No. 2, of record in Book 1130, page 99, Register's Office for said County.

Said Lot No. 68 fronts 105.4 feet on the south side of Kenway Road and runs back between lines, 186.2 feet on the west line, 197.8 feet on the east line to a dead line in the rear on which it measures 113.1 feet.

Being the same property conveyed to RICHARD L. SMITH and wife, MARGARET C. SMITH, by deed from JOHN SANDERS MILAM, JR. and wife, MARGARET YOUNG MILAM, of record in Book 3373, page 439, said Register's Office.

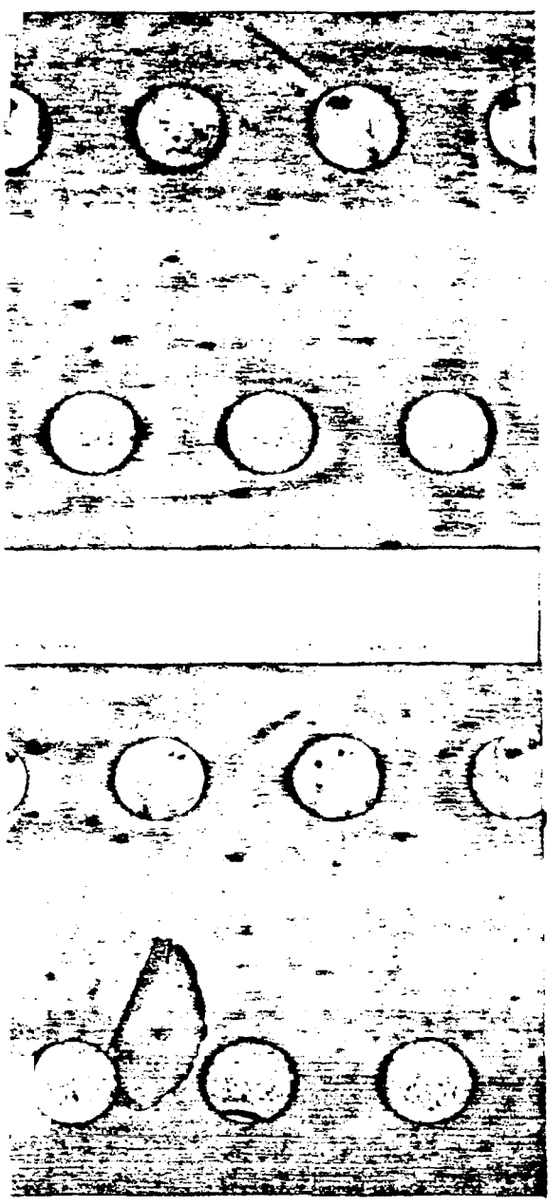
The above described property is being conveyed subject to:

(1) Restrictions in Book 1449, page 61, as amended by instrument in Book 1781, page 561, said Register's Office;

(2) 1993 taxes, a lien, but not yet due and payable; and

(3) A ten (10) feet public utility easement across the rear of the property.

9072 07/28 0101 03CHECK 725.70



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9028 PAGE 170

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			DART	160000.00
			MAMT	100000.00
			CON TX	592.00
			MOR TX	112.70
			PRFEE	1.00
			MDEED	20.00
			TOTAL	725.70
			CHECK	725.70
		07/28/93	01	15:21 0001 9072

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

45765

RECEIVED FOR RECORD
93 JUL 28 PM 3:29

No. 679415