BOX 10

Prepared by:
PATRICIA SPICER CARDEN, ATTY.
5034 Thoroughbred Lane
Brentwood, Tennessee 37027

LAND INSTALLMENT CONTRACT BOOK 9221 PAGE 476

December 9, 1993

The undersigned Seller agrees to sell and convey, and the undersigned Buyer agrees to purchase and pay for, upon and under the following provisions, terms and conditions, the real estate and improvements located thereon situated in Davidson County, State of Tennessee, described as follows:

8350 Merrymount Drive, Nashville, Tennessee 37221, hereinafter called "the premises".

1. PRICE AND PAYMENT: Buyer shall pay and hereby does agree to pay to Seller, for the premises, the sum of $100,000.00, payable as follows:

   (a) The sum of $18,000.00 at the initial closing.

   (b) The balance of $82,000.00, shall be payable as follows:

      (1) Principal and Interest at the rate of 9.50% on $41,000.00 in consecutive monthly installments of $412.09 beginning on the 1st day of January 1994. The $41,000 loan shall be paid on or before December 31, 1995.

      (2) Principal and Interest at the rate of 8.00% on $32,000.00 in consecutive monthly payments of $300.00 per month beginning January 15, 1994.

      (3) The balance of exactly $9,000 at 8% interest per annum on the unpaid balance compounded annually shall be due and payable on December 20, 1998

   (c) Buyer may prepay the balance owing hereunder in whole or in part at any time without penalty.

   (d) Monthly installments due hereunder shall be paid at 601 Burris, Knoxville, TN 37924.

   (e) Buyer shall pay to Seller a late charge of four percent (4%) of the total amount of any monthly payment not received within fifteen (15) days after the payment is due.

2. POSSESSION: Buyer shall have possession of the premises December 28, 1993, and until the condition or conditions of this contract are broken.

3. UTILITIES: Buyer shall pay the cost of all utilities serving the premises that may become due or payable on the premises on or after the date hereof.

4. MAINTENANCE AND INSURANCE: Buyer shall keep the premises herein in as good a condition as they now are, ordinary wear and tear excepted. If Seller fails to maintain insurance, Buyer may insure the premises at Buyer's expense and such expense shall become a part of the indebtedness due under this agreement.

5. INSURANCE: Seller's hazard insurance shall remain in force until final closing or until existing first mortgage is paid off, at which time Buyer agrees to establish escrow for taxes and insurance, if required. In the event of an adjustment in Seller's monthly escrow payment for taxes and insurance, Buyers will adjust their monthly installment to Seller to take care of such changes upon notice. Risk of loss shall be borne by the Seller.

6. ASSIGNMENT: Seller and Buyer shall not assign, encumber or transfer his interest under this contract without the prior written consent of Seller. Buyer shall not create, permit or suffer any liens or encumbrances (except the lien of not overdue installments of real estate taxes and assessments) against the premises.

7. MORTGAGE: Seller warrants that said premises are free and unencumbered as of the date of this agreement except the first mortgage to Margretten, the 2nd mortgage at First American Bank ~~and 3rd with First American Bank.~~ Buyer may, at his option, cure any default of Seller's mortgage, and all sums so paid by Buyer shall be credited by Seller as payment on this contract.

W.O.B. V.H.S. 64 W.A.S.

8. DEED: At the final closing, Seller shall convey to Buyer a good and merchantable title in fee simple to the premises by transferable and recordable general warranty deed, free and clear of all liens and encumbrances, except (1) those created by or assumed by Buyer; (2) those specifically set forth in this contract; (3) zoning ordinances; and (4) restrictions, conditions and utility easements of record created or reserved as a part of a general plan in and for the subdivision in which said property is located.

9. DEFAULT: If Buyer shall fail to pay one of said installments of purchase money or interest when the same becomes due, or within 30 days thereafter, or shall fail to pay any of said taxes or assessments when the same are due and payable, or shall fail to insure said buildings, or shall fail to comply with any of the terms and conditions hereof, then all of the installments and amounts remaining unpaid shall immediately become due and payable at the option of the Seller, and Seller, upon sending notice to Buyer, at Buyer's last known address, giving Buyer thirty days within which to cure any default not involving Buyer's failure to pay installments when and as due and in the event of a default involving Buyer's failure to pay installments when and as due, giving Buyer thirty days within which to pay the entire unpaid balance due under the terms hereof, together with any costs of collection, may at Seller's option, terminate this agreement at the end of such 30 day period if such default is not sooner cured by Buyer; on such terminations all payments made by Buyer hereunder may be retained by Seller as fixed and liquidated damages for nonperformance by Buyer of this agreement, damages suffered by Seller in not being able to sell the premises to other potential buyers, and as rent and compensation for the use and occupancy of the premises, and this agreement shall be void; and all the right, title and interest, claim and demand of the Buyer in and to the premises shall cease and terminate. On such termination, it shall be lawful for Seller to enter upon said real estate and again have, repossess and enjoy the same as if this agreement had not been made, and until such entry Buyer shall be deemed and regarded as a tenant at will. The commencement of a proceeding in forcible detainer or in ejectment or otherwise, after such termination, shall be equivalent in every respect to actual entry by Seller. Failure or delay of Seller to terminate this agreement because of any default shall not operate as a waiver by Seller of the right to terminate this agreement in the event of any subsequent or other default of Buyer. Upon default aforesaid, Buyer agrees to surrender possession of said premises, together with improvements, upon demand and to pay Seller reasonable rent on a per diem basis for the period Buyer is in possession of said premises, after said default, plus the fair value of deterioration or destruction of the premises occasioned by Buyer's use.

If a Receiver is appointed for Buyer, or if Buyer becomes bankrupt, or makes an assignment for the benefit of creditors, or should any action or proceeding be filed in any Court to enforce any lien on, claim against, or interest in the

premises seeking to reach the interest of Buyer therein, the unpaid balance of this contract together with interest and other charges thereon shall at once become due and payable at the option of Seller, without notice to Buyer and Seller shall not be obligated to give Buyer an opportunity to cure such default.

In order to further secure to Seller Buyer's covenants and obligations hereunder, Buyer hereby appoints Real Security, Inc. as Buyer's Attorney-in-Fact to, upon receipt by said Attorney-in-Fact of an affidavit from the Seller or his duly appointed agent setting forth Buyer's default and failure to cure said default as hereinabove provided, execute and deliver to Seller on behalf of Buyer a release, in recordable form, of all of Buyer's rights and interest in and to the premises. This appointment shall be irrevocable and in the event of the death, disability, inability to act or m resignation of said Attorney-in-Fact, Buyer hereby authorizes Seller to appoint a successor Attorney-in-Fact for Buyer who shall have all of the rights and duties above set forth for Real Security, Inc. and to record such appointment in the Register's Office for Davidson County, Tennessee. Buyer and Seller hereby agree to indemnify the said Attorney-in-Fact against any expense or cost arising by reason of said Attorney-in-Fact's performance of his duties as above set forth.

Seller's remedies provided herein are not exclusive and Seller at his election may pursue all other available remedies, whether legal or equitable.

In the event Seller takes any action which is required or allowed hereunder, Buyer agrees to pay all costs associated with such action, including a reasonable attorney's fee.

10. GENERAL PROVISIONS: Buyer has examined the premises and is relying solely upon such examination with reference to the condition, character and size of the land and improvements thereon.

    As used herein, the terms "Seller" and "Buyer" include, respectively, all persons signing this contract in the capacity so stated and his respective heirs, successors, Executors, Administrators and assigns, and all obligations of each party hereto are joint and several.

    Each party hereto shall be bound irrespective or prior negotiations contemplating binding other parties not signatory hereto and the release of a party shall not release other parties hereto.

11. THE PROPERTY SPECIFICALLY INCLUDES the following: all lighting, heating, cooling and plumbing fixtures and equipment; storm windows and doors; window screens; ventilating fixtures; attached antennas; wall-to-wall carpeting; draperies and window treatments; built-in kitchen appliances; garage door opening equipment; swimming pool equipment; and any other items bolted, screwed, burled or otherwise attached to the property in a permanent manner.

12. CLOSING DATE: This initial closing sale will be closed on or before January 4, 1994. POSSESSION OF PROPERTY shall be given at 8:00 PM. on Final Closing shall be on or before December 28, 1993.

13. TITLE INSURANCE: Seller agrees to furnish Buyer a policy of owner's title insurance as of the initial closing. The policy is to be ALTA Form B, subject only to the usual printed exceptions (other than the exception for mechanics' and materialmen's liens which shall be omitted), building set-back lines and utility easements shown on recorded sub-division plan and restrictive covenants affecting the property, if any, if a new mortgage is obtained by Buyer, Seller will permit the

the owner's title insurance policy to be furnished through source required by lender for mortgage title insurance, and Buyer shall receive benefit of simultaneous issue, if the title commitment discloses defects not being cured routinely at closing, Seller shall have an additional thirty (30) days to clear such defects, and after such time if they are not cured, Buyer may cancel this Contract and receive refund of earnest money, or elect to accept title with such defects.

14. DELIVERY OF PROPERTY: Property to be delivered in at least as good a condition as date of Contract and will be in "broom-clean" condition and completely free of debris.

15. TERMITE INSPECTION: Property to be inspected by licensed and bonded termite company and any active infestation by termite or other wood destroying insects treated and any damage, including prior unrepaired structural damage, to be corrected at Seller's expense. A current certifying letter shall be furnished to Buyer at closing. After closing, Seller and Brokers shall have no further responsibility.

16. CONDITION OF PREMISES: Seller warrants that all built-in kitchen appliances, electrical systems and fixtures, window air conditioning units, heating and air conditioning equipment, plumbing and plumbing fixtures (including water heaters, sewer and septic systems), security systems, swimming pool and its related equipment (if included in this sale) shall be in proper functioning order and good state of repair and that the roof will be free of leaks as of the date of closing or date of possession whichever is later. In addition to the inspection rights contained in the preceding paragraph, Buyer shall have the right and responsibility to inspect the items described in this paragraph prior to closing. Any required repairs resulting from problems occurring after the inspection made pursuant to the preceding paragraph shall be made at Seller's expense prior to closing. Closing of the sale constitutes acceptance of these items by Buyer. Sellers' expense for repairs shall not exceed $100, receipt of which as a credit as of the initial closing.

TIME IS OF THE ESSENCE OF THIS CONTRACT AND ALL CONDITIONS HEREOF.

17. COMPLETENESS OF CONTRACT: It is expressly understood and agreed that this instrument contains the entire Contract between the parties and that except as herein noted, there are not oral or collateral conditions, agreements, or representations all such having been incorporated and merged into this Contract. Unless otherwise specified herein, or new construction is involved, this property is purchased "as is" and neither Seller nor Broker makes or implies any warranty as to the condition of the premises.

18. MISCELLANEOUS PROVISIONS: Front porch rocking chairs to remain.

19. REAL ESTATE COMMISSION: Commission shall be earned at such time as this Contract is accepted by all parties and all conditions herein met. The Commission shall be paid by the Seller and shall be disbursed as follows: 3% to Fridrich & Clark Realty at the time of initial closing and 3% to ERA Pacesetter Partners.

The masculine gender as used herein shall include all genders.

This contract shall be governed by the laws of the State of Tennessee.

Each fully executed counterpart hereof shall be deemed to be an original hereof.

Edward A. Peacock
Signature

Amanda H. Peacock
Signature

William O. Jones
Signature 415-70-5874

Vickie H. Jones
Signature
by William O. Jones

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public of said county, Edward A. Peacock and Amanda H. Peacock and William O. Jones

the within named bargainor(s), 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 purpose therein contained.

WITNESS my hand, at office, this 4th day of January, 1994.

NOTARY PUBLIC

My commission expires: 5-28-95

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named William O. Jones 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 on behalf of Vickie H. Jones as her Attorney-in-Fact as the free act and deed of the within named Vickie H. Jones.

WITNESS my hand and official seal at Brentwood, Tennessee, this 4th day of January, 1994

NOTARY PUBLIC

My Commissions expires: 5-28-95

07987

The maximum principal indebtedness for Tennessee recording tax purposes is ~~$100,000.00~~ $82,000.00

Address New Owner:	Send Tax Bills To:	Map & Parcel Number:
Edward A. & Amanda H. Peacock	Margaretten & Co., Inc.	127-00-0-133.00
8360 Merrymount Drive	2810 N. Parham Road	
Nashville, TN 37221	Richmond, VA 23294	

Index: William O. Jones to Edward A. Peacock

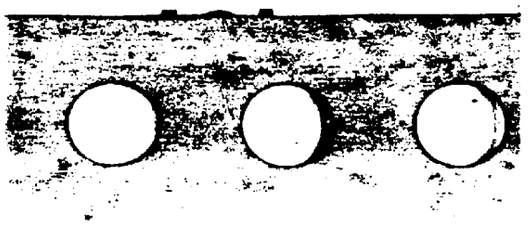
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483.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 100,000.00

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14 DAY OF January 19 94

Deputy Register



OFFICIAL RECEIPT

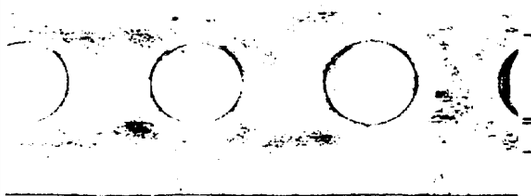
FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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FOR _____

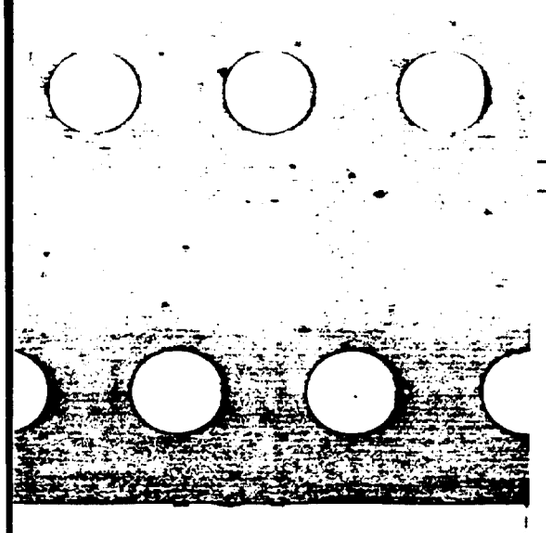
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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT	
				100000.00
			MAMT	82000.00
			CON TX	370.00
			MOR TX	92.00
			PRFEE	1.00
			MDEED	20.00
			TOTAL	483.00
			CHECK	483.00
		01/14/94	01	13:22 0001 0026

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



07987
IDENTIF. # REFERENCE

94 JAN 14 PM 1:22
REGISTER
DAVIDSON COUNTY, TN

No. 746012