Maximum principal indebtedness for Tennessee recording tax purposes is $86,000.00.

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
Kirk Adcock and Vicki Kennerly 510 Harding Place Nashville, TN 37211	Kirk Adcock and Vicki Kennerly 510 Harding Place Nashville, TN 37211	Map: 147-2 Par: 171

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $89,000.00.

KIRK ADCOCK

VICKI KENNERLY

SUBSCRIBED AND SWORN to before me this 1st day of July, 1996.

Notary Public

My Commission Expires:

1/27/98

0198500

95 JUL -1 PM 12:27

REGISTER

PICK-UP

FOR AND IN CONSIDERATION of the sum of Eighty-Nine Thousand and No/100 Dollars ($89,000) for which KIRK ADCOCK and VICKI KENNERLY (hereinafter "GRANTEES") (i) have paid cash of Three Thousand and No/100 Dollars ($3,000.00) and (ii) executed an Installment Deed Note of even date payable to the order of VICKI A. SANFORD and DEBBIE C. SANFORD (hereinafter "GRANTORS") in the principal sum of Eighty-Six Thousand and No/100 Dollars ($86,000.00) with interest thereon calculated at the rate of eight and one-quarter percent (8.25%) per annum payable in thirty-five (35) consecutive equal monthly installments of principal and interest each in the amount of Six Hundred Forty-Six and 09/100 Dollars ($646.09) commencing August 1, 1996, and continuing on the first (1st) day of each month thereafter, with a single balloon payment in the amount of Eighty-Four Thousand Four Hundred Fourteen and 74/100 Dollars ($84,414.74) then due and payable on July 1, 1999, 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 in equal shares unto the said GRANTEES, as tenants-in-common, 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 they are lawfully seized and possessed of said real estate in fee simple, that they 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 me 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 binds 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 the 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 hereby, 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. We 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, including attorney's fees and expenses, including litigation expenses, incurred in the execution and enforcement of this Installment Deed and the Note; (2) to the payment of all taxes which may be unpaid on said premises; (3) to the payment of the Note; and (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 GRANTORS, or the lawful owner and holder of the Note, shall not be construed as a waiver of any such condition or requirement.

WITNESS our hands this 1st day of July, 1996.

GRANTORS:

Vicki A Sanford by Debbie Sanford
VICKI A. SANFORD

Debbie C. Sanford
DEBBIE C. SANFORD

GRANTEES:

Kirk Adcock
KIRK ADCOCK

Vicki Kennerly
VICKI KENNERLY

TRUSTEE:

W. WARNER McNEILLY, III

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, _____, a Notary Public, DEBBIE C. SANFORD, as attorney in fact for VICKI A. SANFORD, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 1st day of July, 1996.

_____
Notary Public

My Commission Expires:
1/24/98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, _____, a Notary Public, DEBBIE C. SANFORD, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 1st day of July, 1996.

_____
Notary Public

My Commission Expires:
1/24/98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, _____, a Notary Public, KIRK ADCOCK, 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 1st day of July, 1996.

_____
Notary Public

My Commission Expires:
1/24/98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, _____, a Notary Public, VICKI KENNERLY, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 1st day of July, 1996.

My Commission Expires:
1/24/98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, Misty Doney, 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 1st day of July, 1996.

Misty Doney
Notary Public

My Commission Expires:
1-17-99

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 74 on the Plan of Battery Crest, Section 2, of Book 2900, Page 123, Register's Office for said County, as follows:

Said Lot No. 74 fronts 81.8 feet on the northerly side of Harding Place and runs back 355.36 feet on the westerly line and 328.58 feet on the easterly line to a dead line measuring 77.33 feet thereon.

Being the same property devised to Vicki A. Sanford and Debbie C. Sanford under the Last Will and Testament of Ovie Lee Carroll, of record in Book 204, Page 287, Register's Office of Davidson County, Tennessee and further documented by Quitclaim Deed of record in Book 9990, Page 58, R.O.D.C.

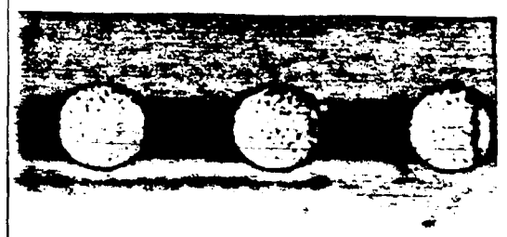
Said property is subject to the following:

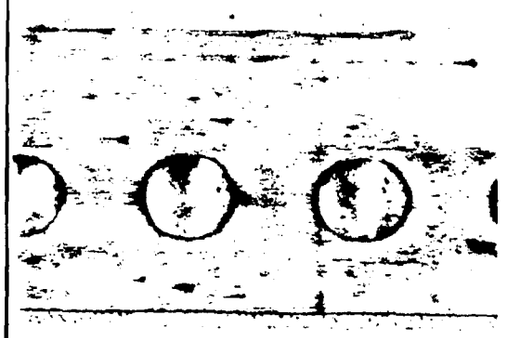
1. Taxes for 1996: a lien, but not yet due and payable.

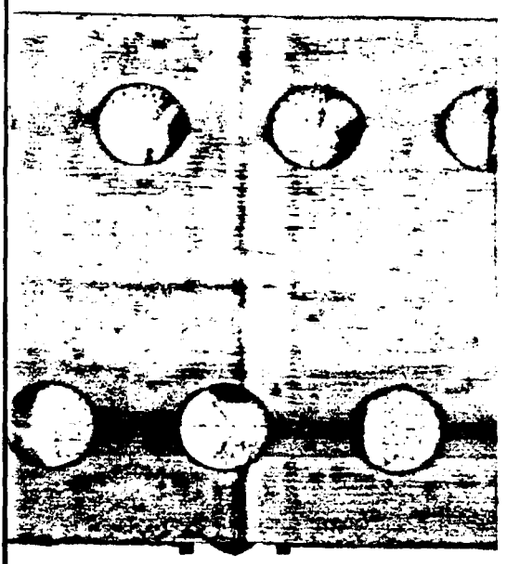
2. Restrictive Covenants contained in an instrument of record in Book 3164, Page 215, Register's Office for Davidson County, Tennessee, omitting any covenant or restriction based on race, color, religion, sex, handicap, familial staus, or natural origin.

3. Subject to all matters shown on the Plan of record in Book 2900, Page 132, in said Register's Office.

STATE OF TENNESSEE
RECEIPT FEE $ 0.00







OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10104 PG 893

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 89000.00
				MAMT 86000.00
				CON TX 329.30
				MOR TX 96.60
				PRFEE 1.00
				WDEED 24.00
				TOTAL 450.90
				CHECK 450.90
			07/01/96	01 12:29 0001 9710

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0198500
IDENTIF. REFERENCE

96 JUL -1 P1:12

FELIX Z. WILSON, REGISTER
DAVIDSON CO. TN.

No. 1057451