AFFIDAVIT AND MEMORANDUM OF AGREEMENT CONCERNING REAL ESTATE

State of TN.
County of Davidson

BOOK 10427 PG 347

BEFORE ME, the undersigned authority, on this day personally appeared Mary Helen Smith Prentice, who being first duly sworn, deposes and says that:

1. An agreement for the Purchase and Sale of the real property described in the attached Exhibit "A" was entered into by and between the Affiant, as Buyer, and Mary Helen Smith Prentice, as Seller, on the 1 day of April, 1992

2. The closing of the purchase and sale of said real property, per the terms of the Agreement, is to take place on or before the 1st day of April, ~~19~~ 2012

3. A copy of the agreement for purchase and sale of said real property may be obtained by contacting Mary Helen Smith Prentice, whose mailing address is Box 3691 37024 Brentwood TN., and whose telephone number is 371-5114.

Dated this 24th day of April, 1997.

FURTHER AFFIANT SAYETH NOT.

Signed, sealed and delivered
in the presence of:

Carrie Wilson
WITNESS

Mattie F Lewis
AFFIANT

WITNESS

2955 04/24 0101 03CHECK 12.00

Sworn to and subscribed before me this 24 day of April, 1997

(Seal)

Gary L Daniel
NOTARY PUBLIC STATE OF Tennessee
My commission expires Nov. 27, 1999.

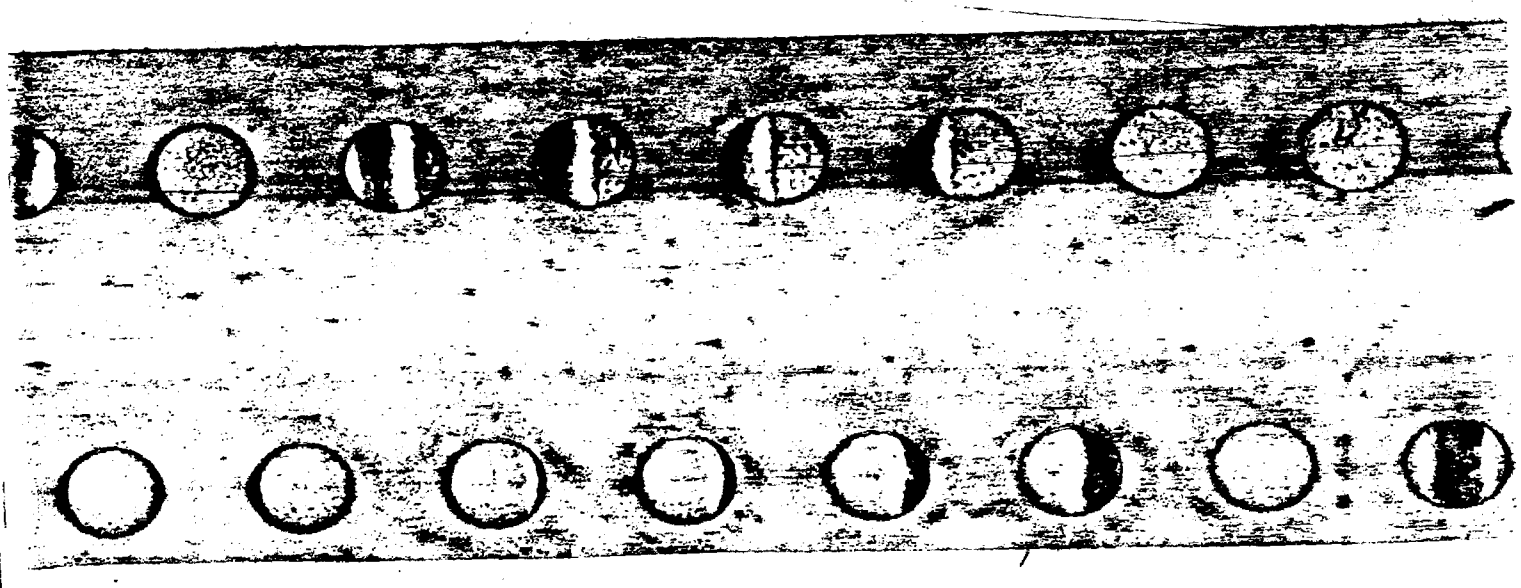
This instrument was prepared by:
Gilbert A. Edmonson
125 9th Ave. N.
Nashville Tn 37203

MAIL ENV.

97 APR 24 AM 10:55
FELIX Z. HUTCHISON, REGISTER
DAVIDSON COUNTY, TN.

0297533
IDENTIFICATION REFERENCE

EXHIBIT "A"
DESCRIPTION OF REAL PROPERTY



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Being Lot No. 43 on Weakley and Dodd's Brooklyn of record in Book 51, page 126, Register's Office for Davidson County, Tennessee, to which reference is here made.

Being the same property conveyed to J. William Rutherford and Leslie Smith by deed of record in Book 5105, page 605, said Register's Office, and devised to Third National Bank In Nashville, as Trustee under the Will of James William Rutherford, Sr. of record in Will Book 133, page 110, Probate Court Clerk's Office for said county, J. William Rutherford and James William Rutherford, Jr. having been one and the same person.

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

THIS FORM FURNISHED BY

ATTORNEYS TITLE COMPANY

EXHIBIT B

Installment Deed **NOTE**

("DEED OF TRUST" OR "INSTALLMENT DEED")

BOOK 10427 PG 349

Nashville, Tennessee

$ 32,500.00 March 23, 19 92

FOR VALUE RECEIVED the undersigned, who may hereinafter be referred to as "Maker", promise(s) to pay to the order of _____, hereinafter referred to as "Payee(s)", the principal sum of thirty-two thousand five hundred and 00/100 Dollars ($ 32,500.00), in monthly (no.) monthly, quarterly, etc. installments as follows: On the 1st day of April, 19 92, the sum of two hundred sixty-one and 82/100 Dollars ($ 261.82) and thereafter the sum of two hundred sixty-one and 82/100 Dollars ($ 261.82) on the 1 day of each succeeding month, the last installment, for the sum of two hundred sixty-one and 82/100 Dollars ($ 261.82), being due on the 1st day of April 2012. The _____ (unpaid principal, or installments) bear or include interest at the rate of seven ½ per centum (7½%) per annum, _____

the said Mattie Ferriss will pay the real property taxes and insurance

In the event of default in the payment of any installment, principal or interest, the same shall bear interest, at the highest rate of interest per annum permitted by the laws of Tennessee, from and after its due date.

All installments of both principal and interest due on this note are payable in Nashville, Tennessee, at par, in lawful money of the United States of America. in the office of _____.

This note is secured by a _____ (deed of trust or installment deed) of even date duly recorded in the Register's Office of Davidson County, Tennessee, made by _____ (and, if an installment deed, in which Maker(s) joined) conveying to Edward C. White, Trustee, _____ in said County.

Privilege is reserved of paying any number of said payments or this note may be paid in full on any paying date.

Demand, notice and protest are expressly waived; and if not paid in full at the time and in the manner above specified, then all principal and accrued interest shall, at the option of the legal holder hereof, become at once due and payable without notice, and in the event of such default, I or we will pay all expenses and costs, including reasonable attorney's fees, incident to collection, or enforcement or protection of any rights appertaining to, or growing out of the instrument securing this note; and it is expressly agreed that all rights granted to the payee herein, under the provisions of the instrument securing this note, shall inure to the benefit of, and be enforcible by, any lawful owner and holder of this note.

Failure of the owner and holder of this note to enforce any right herein granted, at any time, shall not preclude the right to enforce such rights as to any subsequent default or violation, the rights herein granted being continuing ones.

Mattie Ferriss

Gilbert H. Edsin Sr.

Linda R. Edsin

RECORDERS MEMO

LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED