3919 Creekside Drive
Nashville, Tennessee
37211-5501

THIS INSTRUMENT PREPARED BY:
MARTIN C. GINER, ATTORNEY
222 SECOND AVENUE NORTH
326 WASHINGTON SQUARE
NASHVILLE, TN 37201
(615) 259-9222

INSTALLMENT CONTRACT OF SALE

This Agreement, made this 1st day of July, 1998, by and between Jimmy L. Badger and Martha A. Badger (hereinafter referred to as "Sellers") and Scott Richard Badger and wife, Christy Lynn Badger (hereinafter referred to as "Buyers");

WITNESSETH:

Sellers have this day sold, and Buyers have purchased, subject to all the terms and conditions hereof, the following described property, to-wit:

Land in Davidson County, Tennessee, being Lot No. 56 on the Plan of Locustwood Subdivision, Section 5, as of record in Book 2663, Page 43, said Register's Office, to which reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Judith W. Atchley (now Judith W. Atchley Baccari) by deed from Robert E. Baskin, unmarried, of record in Book 7312, Page 803, said Register's Office.

Being the same property conveyed to Jimmy L. Badger and wife, Martha A. Badger, by Deed from Judith W. Atchley Baccari, et vir. L.J. Baccari, of record in Book 8799, Page 883, Register's Office for Davidson County, Tennessee

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.
98 SEP -8 AM 9:24
PICK-UP

IDENTIF. & REFERENCE
0485039

for the sum of Sixty Thousand Dollars and no/100 ($60,000.00), together with interest at the rate of 7-1/2 percent per annum on the entire unpaid balance, payable as follows:

Four Hundred Forty-Three Dollars and 39/100 ($443.39) cash with the execution of this contract, the receipt of which is hereby acknowledged, and the balance of Fifty-Nine Thousand Five Hundred Fifty-Six Dollars and 61/100 ($59,556.61) paid in 299 installments of Four Hundred Forty-Three Dollars and 39/100 ($443.39) per month including principal and interest, beginning on the 1st day of July, 1998, with a like sum payable on the 1st day of each succeeding month and the final payment of $447.52 due on the 1st day of June, 2022.

The purchase price may be paid in full at any time without penalty, or the Buyers may pay any number of installments at any date; any amount which is prepaid by the Buyers shall be applied against the next maturing installments.

Upon full payment and performance by the Buyers of all of the covenants and agreements herein contained, the Sellers will cause to be delivered to the Buyers a Warranty Deed free and clear of all encumbrances but subject to all restrictions and easements of record and State and County taxes due and payable for the year in which sold and thereafter.

The Buyers shall pay all taxes as the same become due and will promptly pay all assessments of whatever nature that may be made against said tract of land from and after the date of this contract.

All payments due hereunder and taxes and special assessments are payable without notice to Jimmy L. Badger and Martha A. Badger, 910 West Queen Street, Edenton, NE 27932, or at any other place designated in writing by the Sellers.

*Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $_____.

03CHECK 61.15

Should default be made by Buyers in the payment of any installment, taxes, or special assessments, or in the performance of any of the covenants or agreements herein contained, or in the event of the sale of the property conveyed herein or commit any waste against the property herein referenced or against the Sellers because of the Buyers' error or omission, then all payments shall become due and payable and upon failure of the Buyers to make immediate payment of the same, then the Sellers may, at their option, cancel and terminate this Agreement and take possession of said tract of land, removing therefrom the Buyers or those holding or claiming under, through, or by said Buyers without notice or demand, the same being expressly waived. The Buyers shall also furnish Sellers with insurance with standard loss payable clause in sufficient amount to cover any improvements to the land made or acquired by Buyers. In the event of such cancellation and termination by Sellers, all payments theretofore made by the Buyers shall be retained by the Sellers, not as a penalty, but as liquidated damages for the breach of this Agreement by the Buyers. In the event the Sellers should be required to obtain the services of legal counsel to enforce or defend the terms of this contract because of any wrongful act of the Buyers, the Sellers shall be entitled to have the Buyers reimburse such reasonable attorney's fees up to 10% of the balance then owing on this contract.

In the event of such cancellation by Sellers, all rights of the Buyers under this contract and in and to said tract of land shall cease and terminate and the Buyers shall have no further right, title, or interest, legal or equitable, in or to said tract of land.

This contract shall not be assignable by the Buyer without the written consent of the Sellers, nor shall the Buyers cause any liability on the Sellers or the property described herein by the failure to pay for services and/or materials used in the improvement of the property. Any and all persons extending such credit to Buyers shall be so notified by the Buyers.

The failure or omission of the Sellers to declare this contract forfeited on any breach hereof shall not constitute a waiver of any future breach and shall not operate to bar, abridge, or destroy the right of the Sellers to declare the same forfeited upon any subsequent breach.

All covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the Sellers and upon the heirs, executors, administrators, or assigns of the Buyers.

It is understood and agreed that the Buyers have read and clearly understand all the terms of this instrument; are of legal age; have inspected said property; and have entered into the aforesaid agreement as a result of personal inspection and not upon the representation made by an officer or employee or agent of the Sellers. This instrument contains the entire agreement of the parties and shall not be affected by any agreement or otherwise not contained herein.

IN ORDER TO COMPLY WITH FEDERAL TRUTH IN LENDING LAW, ALL PARTIES AGREE THAT THE ANNUAL PERCENTAGE RATE IS 7-1/2 PERCENT, AND THAT BUYERS SHALL HAVE THE UNQUALIFIED RIGHT TO RESCIND THIS CONTRACT AT ANY TIME WITHIN THREE (3) DAYS FROM THE DATE HEREOF, AND ALL MONEYS PAID HEREUNDER SHALL BE REFUNDED.

Whenever the word "Buyer" appears in this contract, it is understood that it shall be considered plural in the event of the execution by more than one Buyer and shall be and become binding upon all who have so executed the same.

BUYERS:

Scott Richard Badger

Christy Lynn Badger

SELLERS:

Jimmy L. Badger

Martha A. Badger

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

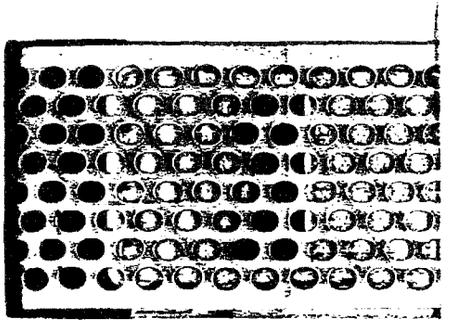
Personally appeared before me, a Notary Public in and for said State and County aforesaid, Scott Richard Badger, Jimmy L. Badger, Christy Lynn Badger, and Martha A. Badger, the within named bargainors, to me personally known (or proved on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained as their own free act and deed.

Witness my hand and official seal at office this 1st day of July, 1998.

Notary Public

SARAH SCHMIDT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

My Commission Expires: 3/25/2000



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

RECEIVED OF _____

FOR _____

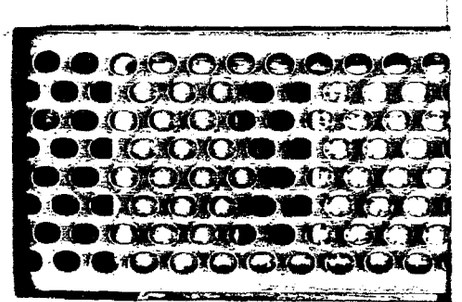
BOOK 11102 PAGE 616

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

MAMT	59556.61
MOR TX	66.19
PRFEE	1.00
TDEED	12.00
CFEE	2.00
TOTAL	81.19
CHECK	81.19

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 0001 7729



0485039
IDENTIF. ↑ REFERENCE

98 SEP -8 AM 9:25
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1343154