File in Box # 4

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

#88-9-17
Form No. WD-4

FROM

KEN BARKLEY and wife,

LESLIE W. BARKLEY

TO

KENNETH V. MARCIEL, JR., and wife,

DIANE A. MARCIEL

For draftsman's use

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, ATTORNEYS
Suite 500, One Church St. Bldg.
Nashville, Tennessee 37201

BOOK 7669 PAGE 478

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
KENNETH V. MARCIEL, JR. (NAME)	"OWNER" (NAME) 3815 10/04 0101 01CASH	Map 44-15
706 Cleves Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 52
Old Hickory, TN 37138 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	FB# 4D-42875

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

Oct 4 2 59 PM '88

FELIX Z. WILSON TI REGISTER
DAVIDSON COUNTY, TN

7.3403

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 55,000.00 Kenneth V. Marciel
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF October, 1988.

Notary Public

MY COMMISSION EXPIRES: 11/10/91

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of FIFTY FIVE THOUSAND AND 00/100----------
----------($55,000.00)---------- DOLLARS

of which $ 4,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint promissory note of even date herewith in the original principal amount of $51,000.00 payable to the order of Ken Barkley and wife, Leslie W. Barkley in monthly installments of $485.68 each including principal and interest at the rate of 11% per annum, beginning November 4, 1988, with the entire outstanding principal and interest being due and payable on or before October 4, 1990. (Reference is made to said note for complete terms and conditions.) Grantees shall provide evidence of payment of property taxes and hazard insurance yearly to Noteholder's within 30 days of their due date. This Deed of Trust and Note secured hereby may not be assumed nor may any interest in the subject property be conveyed without the Noteholder's Written permission.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

WE, KEN BARKLEY and LESLIE W. BARKLEY

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto KENNTH V. MARCIEL, JR., and wife, DIANE A. MARCIEL, as tenants by the entirety

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 90 on the Plan of Village of Old Hickory, Section "A", of record in Book 1424, Page 68, Register's Office for said County, to which reference is hereby made for a more complete legal description.

BEING the same property conveyed to Ken Barkley and wife, Leslie W. Barkley, by Deed from Sabra E. Carr, of record in Book 6152, Page 60, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights for public utilities applicable to this property; and taxes for the current year which have been prorated and assumed by the Grantee(s) herein.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $51,000.00."

This is unimproved ( ) improved (XX) property, known as 706 Cleves Street, Old Hickory, TN 37138
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

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

PROVIDED, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we the said grantors herein do hereby transfer and convey unto Peter Weiss Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantors do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for at least the sum of $ 51,000.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them without demand or in case we fail to do either, that the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the said or sums so expended as part of the indebtedness secured hereon, the same to bear interest from the date of such payment. Now, if we, the said grantors, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; or fail to reimburse the Trustee or lawful owner and holder of said notes for all sums with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from 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 said notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 days notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dower, statutory or elective rights, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The recitals made at any sale under this conveyance, We agree that the Trustee may at any time, after default in the payment of any one of said notes, enter and take possession of said property, 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 property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice to the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.
2nd. To the payment of all taxes which may be unpaid on said premises.
3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.
4th. The residue, if any, will be paid to the grantors herein, their heirs, representatives or assigns.

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 said lien notes, or, if more than one, that of the first-maturing unpaid 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.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 4th day of October 19 88

Ken Barkley
KEN BARKLEY

Kenneth V. Marciel Jr.
KENNETH V. MARCIEL, JR.

Leslie W. Barkley
LESLIE W. BARKLEY

Diane A. Marciel
DIANE A. MARCIEL

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 KEN BARKLEY and wife, LESLIE W. BARKLEY and KENNETH V. MARCIEL, JR., and wife, DIANE A. MARCIEL the bargainors, 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 purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 4th day of October, 19 88

Notary Public

Commission expires 11/10/91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be _____ of the _____, the within named bargainor, a corporation, and that ____he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____ Notary Public

Commission expires _____

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7669 PAGE 480

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.3403

IDENTIFI REFERENCE

Oct 4 2 59 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

CASH	55000.00
MAMT	51000.00
CON TX	11.50
ERR	CO
CON TX	11.50-
CON TX	181.50
MOR TX	56.35
PRFEE	0.50
WDEED	6.00
TOTAL	244.35
CASH	244.35

10/04/88 01 15:02 0001 3815

No. 140653