Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $14,600.00"

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD- 4

FROM

MARVIN W. MOORE & wife,

JANICE L. MOORE

TO

WAYNE ARCHIBALD & wife,

BARBARA ARCHIBALD

For draftsman's use

BOOK 8259 PAGE 387

This instrument was prepared by
CECIL GAGE, Attorney-at-Law
304 West Commerce
Lewisburg, Tn. 37019

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Wayne Archibald (NAME)	Same (NAME)	Map 93-16
85 Fairfield Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 322
Nashville, Tn. 37210 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	14W-4260

(FOR REGISTER'S USE)

8U285 IDENTIF. TREFERENCE

DEC 18 11 19 AM '90

FELIX A. MILSAP, JR. REGISTER DAVIDSON COUNTY TN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 15,000.00 Marvin W. Moore
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF December 19 90

John M. Gage
Notary Public

MY COMMISSION EXPIRES: 1-5-93

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifteen Thousand ($15,000.00) DOLLARS

of which $ 400.00 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 promissory note in the principal sum of $14,600.00 , of even date herewith, which said note is payable to the order of Janice L. Moore. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in monthly installments $200.00 each, including interest at the rate of 10.5% per annum on the unpaid principal balance. Monthly payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $200.00 is due and payable January 14, 1991, and thereafter on or before the first day of each succeeding month until full payment is made. A late charge of $15.00 will be assessed on all payments not received by the 14th day of each month.

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 expresaly retained on the land herein conveyed,

Marvin W. Moore and wife, Janice L. Moore

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Wayne Archibald and wife, Barbara Archibald

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

BEING the southerly 31 feet of the northerly 95.5 feet of Lot No. 1, the southerly 31 feet of the northerly 95.5 feet of Lot No. 2 and Southerly 31 feet of the Westerly 5 feet of Lot No. 3 on the Map of Weakley and Warren's Resubdivision of Block "D", Hermitage addition, as of record in Book 161, page 93, Register's Office for Davidson County, Tennessee, described as follows:

BEGINNING at a point in the east margin of Fairfield Avenue 95.5 feet, S9°30'W from the south margin of Fain Street; running thence with the east margin of Fairfield Avenue N9°30'E, 31 feet to a point, 64.5 feet from the south margin of Fain Street; thence 66°E parallel to Fain St. 129.8 feet to a stake, said stake being 5 feet east of the line between Lots 2 and 3, 31 feet to a stake; thence N86°W, 133.2 feet to the point of beginning, all in accordance with a survey and plat by Norris H. Hickerson, Surveyor, dated March 24, 1951.

BEING the same property conveyed to Marvin W. Moore, and Wife, Janice L. Moore by Warranty Deed from Mary Jennings, a single woman, of record in Book 6978, page 844, Register's Office for Davidson County , Tennessee.

GRANTEES hereby assume and agree to pay the Vendor's Lien retained in the Installment Deed of record in Book 5643, page 328, payable to Larry R. Johnson. (This is a Wrap-Around Mortgage and not worth the face value shown.) THIS CONVEYANCE is subject to the Vendor's Lien retained in the Installment Deed of record in Book 5640, page 333, payable to Harris A. Gilbert.

This is unimproved ( ) improved (XX) property, known as 85 Fairfield Avenue (House Number) (Street) Nashville, Tn. 37210 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.

AND NOW, 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 grantees herein do hereby transfer and convey unto Cail Pigg 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 grantees 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 $ 14,600.00 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 when due; and in case we fail to do either, then 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 sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, 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; we 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 creditor may bid 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 advise in 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 grantees 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, then 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 14th day of December 19 90

Marvin W. Moore
Marvin W. Moore

Janice L. Moore
Janice L. Moore

Wayne Archibald
Wayne Archibald

Barbara Jean Archibald
Barbara Archibald

STATE OF TENNESSEE)
COUNTY OF MARSHALL

Personally appeared before me John M. Bradford, a Notary Public in and for said County and State, the within named MARVIN W. MOORE, JANICE L. MOORE, WAYNE ARCHIBALD AND BARBARA ARCHIBALD 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 Chapel Hill, Tennessee, this 14th day of December 1990.

John M. Bradford, Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENN.

Commission expires 1-5-93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

0172 12/18 0101 03CHECK 70.99

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 _____.

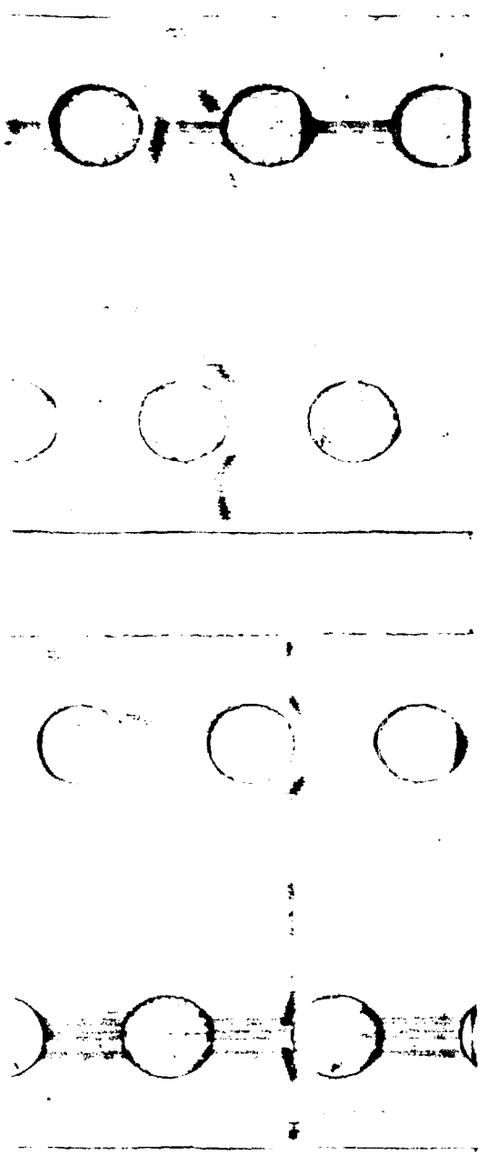
Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____ Notary Public

Commission expires _____

OFFICIAL RECEIPT

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



RECEIVED OF _____

FOR _____

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
				CAMT 15000.00
				MAMT 14600.00
				CON TX 49.50
				MOR TX 14.49
				PRFEE 1.00
				WDEED 6.00
				TOTAL 70.99
				CHECK 70.99
12/18/90	01			11:20 0001 0172

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

80285

IDENTIF. REFERENCE

Dec 18 11 19 AM '90

FELIX Z. WILSON II
DAVIDSON COUNTY TN.

No. 382582