3063 12/20 1415 356- DEED

Installment Deed

THOMAS M. EVANS, ATTORNEY
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219

BOOK 5546 PAGE 468

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Raymond Harris et al	Raymond Harris et al	83-9-187
Suite 606 (NAME: 7060 Hollywood Boulevard	Suite 606 (NAME: 7060 Hollywood Boulevard	83-9-190
(STREET ADDRESS OR ROUTE NUMBER) Hollywood, CA 90028	(STREET ADDRESS) Hollywood, CA 90028	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Four Hundred Twenty Five Thousand and no/100 ($425,000.00) ---------- *Dollars, of which* One Hundred Twenty Five Thousand and no/100 ($125,000.00)------ ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Three Hundred Thousand and no/100 ($300,000.00) Dollars, Seymour Heller, Raymond Harris, Sanford M. Friedman and Edward Cobb have executed and delivered their promissory note of even date herewith payable to the order of Ernie's Record Mart, Inc. in twelve (12) equal quarterly payments of Twenty Five Thousand and no/100 ($25,000.00) Dollars each, commencing December 1, 1980, together with interest on the reducing unpaid balance at the rate of eight percent (8%) per annum until maturity, payable simultaneously with each quarterly principal payment on the first (1st) days of December, March, June and September of each year, and after maturity to pay interest at the highest contract rate permitted by law in Tennessee; prior to the commencement of the first quarterly principal payment, the makers agree to pay interest at the rate of eight percent (8%) per annum on the Three Hundred Thousand and no/100 ($300,000.00) Dollar note from the date hereof, payable quarterly on the first (1st) days of March, June, September and December of 1980,

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

ERNIE'S RECORD MART, INC., a Tennessee corporation, has does *this day bargained and sold, and do hereby transfer and convey unto the said* Seymour Heller, Raymond Harris, Sanford M. Friedman and Edward Cobb their *successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being part of Lots Nos. 1,2,3,4,5, 7 and 8, and part of a lot designated "A" on the map of the subdivision of the Nashville Investment Company Lots and J. M. Dickinson Hobson Chapel, as of record in Book 57, page 96, Register's Office for said County, Alley No. 292, and lots "B" and "C" on the Map of a resubdivision of lots Nos. 6, 7, 8 and 9 of Nashville Investment Company's Lots and J. M. Dickinson's Hobson Chapel property, as of record in Book 161, page 8, said Register's Office, described together as follows: Beginning on the easterly margin of South 10th Street, as now located, at the northeast corner of the property conveyed to the Nashville Housing Authority by deed from First American National Bank of Nashville, of record in Book 3578, page 285, said Register's Office; thence with the easterly margin of South 10th Street northerly 180 feet, more or less, to a point; thence in a northeasterly direction 24 feet, more or less, to a point in the southerly margin of Clearview, formerly Lindsey Avenue; thence with said Avenue easterly 250.32 feet, more or less, to the northwest corner of the property conveyed to Charles W. Krech, Jr. by deed from Herman O. Blackwood, Jr. et al, of record in Book 3437, page 633, said Register's Office; thence with Krech's westerly line southerly to the northerly margin of Woodland

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 425,000.00

Subscribed and sworn to before me, this the 4 day of December, 1979

Affiant

My commission expires: June 18 1980

(Affix Seal)

Notary Public

Street; thence with said Street westerly 212.21 feet, more or less, to the southeast corner of Parcel "D" conveyed to the First American National Bank by deed from Crescent Amusement Company, of record in Book 3132, page 400, said Register's Office; thence with said Bank's easterly line northerly 54.26 feet to their northeast corner; thence with their northerly line westerly 74.42 feet, more or less, to the beginning.

The above described property was conveyed to Ernie's Record Mart, Inc., a Tennessee corporation, by deed from Crescent Properties Company, a Tennessee corporation, of record in Book 4362, page 885, said Register's Office.

The above-described promissory note further provides that in the event the makers or their successors or assigns should remove the recording studio from the above-described premises, the remaining installments of principal and interest may be declared immediately due and payable at the option of the holder. For the purpose of enforcing the provisions of the note the makers consented to the jurisdiction of the courts in Tennessee.

~~unimproved~~ XXXXXXXXX
This is improved (X) property, known as 1011 Woodland Street, Nashville, Tennessee 37206
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Seymour Heller, Raymond Harris, Sanford M. Friedman and Edward Cobb *their* ~~XXXXX~~ *(successors), heirs and assigns forever.* It *covenant* that it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.,* except taxes for the year 1979 which have been prorated and assumed by the grantee.

It *further covenant and bind* itself, its successors and assigns ~~XXXXXXXXXXXXXXX~~ *heirs and representatives, to warrant and forever defend the title to said real estate to said* Seymour Heller, Raymond Harris, Sanford M. Friedman and Edward Cobb, their heirs ~~XXXXXXXXXXXXX~~ *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Seymour Heller, Raymond Harris, Sanford M. Friedman and Edward Cobb and their respective wives *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas M. Evans, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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, homestead, dower 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 trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 4th *day of* December, *19* 79.

Billie Heller / Attorney-in-Fact

Jeanette Harris / Raymond Harris, Attorney in Fact

Gloria Friedman / Sanford M. Friedman, Attorney in fact

Mary Lee Cobb / Edward Cobb, attorney in fact.

Mary Lee Cobb

EC

ERNIE'S RECORD MART, INC.

By: R. E. Baulch, Jr., President

Seymour Heller

Raymond Harris

Sanford M. Friedman

Edward Cobb

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at.....Tennessee, this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Carol C. Thompson, *a Notary Public in and for said County and State,* Seymour Heller, Raymond Harris, Sanford M. Friedman and Edward Cobb, individually, and as attorneys in fact for their respective wives, *the within named bargainors, with whom I am personally acquainted, 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* December, *19* 79.

Carol C Thompson, *Notary Public*

Commission expires June 18, 1980

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Carol C. Thompson, *a Notary Public of the State and County aforesaid, personally appeared* R. E. Baulch, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Ernie's Record Mart, Inc., *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 4th *day of* December, *19* 79.

Carol C Thompson, *Notary Public*

Commission expires June 18, 1980

Do Not Publish

INSTALLMENT DEED

FROM

ERNIE'S RECORD MART, INC.

TO

SEYMOUR HELLER, ET AL.

mail to:
Seymour M. Heller
1424 Church
Third National Bank Bldg.
Nashville, TN, 37219

69023

IDENTIF. REFERENCE

RUSH

DEC 20 11 05 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

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 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
			425000.00- CO	
			300000.00- MO	
			1105.00 CO TX	
			298.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 1415.50-	
3063A	12/20/79	BAL	.00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 6-9023

IDENTIFICATION REFERENCE

DEC 20 11 05 AM '79

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 732719