expenses of such appearance or proceedings [illegible]

CORRECTED

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
PRO AUDIO RENTALS, LTD. (NAME:)	(Same as Owner) (NAME:)	118-7
2808 Azalea Place (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 43
Nashville, Tennessee 37204 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	BOOK 6035 PAGE 377

FOR AND IN CONSIDERATION of the sum of FIFTY-EIGHT THOUSAND AND 00/100 ($58,000.00) *Dollars,*

of which TEN THOUSAND ($10,000.00) DOLLARS cash and the assumption of a Note in the amount of TWENTY-THREE THOUSAND ($23,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY-FIVE THOUSAND AND 00/100 ($25,000.00) *Dollars,*

PRO AUDIO RENTALS, LTD., a Tennessee Limited Partnership, *has executed*

a certain Promissory Note of even date herewith payable to REBECCA YNEZ VAIL MEMORIAL TRUST in the original principal sum of $25,000.00, together with interest thereon at sixteen (16%) percent per annum,

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, REBECCA YNEZ VAIL MEMORIAL TRUST

have this day bargained and sold, and do hereby transfer and convey unto the said PRO AUDIO RENTALS, LTD., a Tennessee Limited Partnership, its

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

BEING Lot No. 16 of Block "C" on the Plan of Berry Hill Gardens Subdivision, as of record in Book 1130, page 36, Register's Office for Davidson County, Tennessee.

Said Lot No. 16 fronts 60' on the easterly side of Azalea Place and runs back 159.3' on the northerly line and 147.3' on the southerly line to a dead line measuring 70' thereon.

Being the same property conveyed to Rebecca Ynez Vail Memorial Trust by deed from Berry Hill Productions, Inc., a California corporation, of record in Book 5665, page 459, Register's Office for Davidson County, Tennessee.

Grantees hereby assume and agree to pay the mortgage held by White and Jennings Properties of record in Book 5545, page 248, said Register's Office.

This conveyance subject to such restrictive covenants, easements and setback lines of record in said Register's Office.

THIS CORRECTED INSTALLMENT DEED IS BEING FILED TO CORRECT THE AFFIDAVIT OF THE GRANTOR IN THE ORIGINAL INSTALLMENT DEED, OF RECORD IN BOOK 5834, PAGE 320, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 58,000.00

Subscribed and sworn to before me, this the 5th day of April, 1983.

My commission expires 1-22-84

(Affix Seal)

Affiant

Notary Public

This is unimproved ( ) improved (X) property, known as 2808 Azalea Place, Nashville, Tennessee 37204
(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 Rebecca Ynez Vail Memorial Trust *(successors), 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.* except for the following:

1. The Plan of record in Book 1130, page 36, said Register's Office, which shows an Owners Certificate and certain easements, restrictions and set back lines.

2. Deed of Trust to secure a $24,000.00 Note dated November 19, 1979, payable to White and Jennings Properties, of record in Book 5545, page 248, said Register's Office.

We further covenant and bind ourselves, *heirs and representatives, to warrant and forever defend the title to said real estate to said* Pro Audio Rentals, Ltd., a Tennessee Limited Partnership *(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 Pro Audio Rentals, Ltd., a Tennessee Limited Partnership *hereinafter referred to as trustors, hereby transfer and convey unto* Dale L. Stegall, *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 $ 58,000.00, *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.

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 5th *day of* April, *19*83.

REBECCA YNEZ VAIL MEMORIAL TRUST

By: Elizabeth L Vail, Trustee
Elizabeth L. Vail, Trustee

PRO AUDIO RENTALS, LTD.

By: x Frederick Vail, General Partner
General Partner

By: x Dale K. Stapley
General Partner

STATE OF ~~TENNESSEE~~ XXXXXX
COUNTY OF ~~DAVIDSON~~ XXXXXX

Personally appeared before me, the undersigned *a Notary Public in and for said County and State,* Elizabeth L. Vail, Trustee for the Rebecca Ynez Vail Memorial Trust,

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

Witness my hand and official seal at SACRAMENTO, California ~~TENNESSEE~~ *this* 5th *day of* April, *19*83.

Maria Carnes *Notary Public*

Commission expires Dec. 12, 1986

OFFICIAL SEAL
MARIA CARNES
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires Dec. 12, 1986

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the State and County aforesaid, personally appeared Frederick S. Vail and David K. Shipley with whom I am personally acquainted, and who upon oath, acknowledged themselves to be the General Partners of Pro Audio Rentals, Ltd., a partnership, and that they as such General Partners, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by themselves as General Partners.

Witness my hand and seal, this 8th day of April, 1983.

Karen S. Tippitt
Notary Public

My commission expires: Jan. 22, 1984

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, 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 .....

H 4 1 2 0 7

IDENTIF. REFERENCE

APR 11 3 55 PM '83

FELIX A. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

RUSH

9451 04/11 13.00 CHECK

INSTALLMENT DEED

FROM

REBECCA YNEZ VAIL MEMORIAL TRUST

TO

PRO AUDIO RENTALS, LTD., a

Tennessee Limited Partnership

THIS INSTRUMENT WAS PREPARED BY:
Dale L. Stegall, Esquire
HARWELL BARR MARTIN & SLOAN
170-172 Second Avenue North
Nashville, Tennessee 37219

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