THIS INSTRUMENT PREPARED BY:
Mail CHARLES A. LEACH
2 MUSIC CIRCLE SO
NASHVILLE, TN 37203

ADDRESS NEW OWNER:
Sound Stage Studios, Inc.
10 Music Circle South
Nashville, TN 37203

SEND TAX BILLS TO:
~~Equitable Mortgage & Investment~~
Life Investors Inc.
4333 Edgewood Road, N.E.
Cedar Rapids, Iowa 52411

BOOK 6302 PAGE 256

MAP-PARCEL NUMBERS:
93-13
328

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or true value, whichever is greater, for this transfer is $ 274,100.00

Affiant

Notary Public

My Commission Expires: 1-18-87

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

INSTALLMENT DEED

FOR AND IN CONSIDERATION of: (a) The sum of Two Hundred Fifty Thousand Dollars ($250,000), for which Buyer has this day executed a promissory note, payable to the order of Sound Stage Associates, Inc., as follows: Principal payable in five (5) annual installments of Fifty Thousand Dollars ($50,000) each, the first such installment being due May 30, 1985, and each May 30 thereafter; plus interest at the rate of ten percent (10%) on the unpaid balance, interest to accrue until January 1, 1985, and payable monthly thereafter. (b) The sum of Three Hundred Eighty Thousand, Six Hundred Ninety-Eight Dollars ($380,698.00) for which Buyer have this day executed their promissory note, payable to the order of Sound Stage Associates, Inc., as follows: monthly installments of Three Thousand Six Hundred Dollars and Sixty Cents ($3,600.60), plus escrow, the final payment being due November 1, 1993.

Sound Stage Associates, Inc. ("Seller") has this day bargained and sold and does hereby transfer and convey all of its right, title, and interest unto Sound Stage Studios, Inc. ("Buyer"), its successors, representatives, and assigns, a certain parcel of real estate located in Davidson County, Tennessee, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Music Row Subdivision, as of record in Book 4060, page 62, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 2 fronts 62.50 feet on the northerly margin of Hawkins Street and extends back between parallel lines 205.00 feet to the south margin of a 20 foot alley, measuring 62.50 feet thereon.
>
> Being part of the same property conveyed to Metropolitan Music Company by deed from William D. Castleman, Trustee, of record in Book 4387, page 708, said Register's Office.
>
> An ingress and egress easement for the joint use of Lots Nos. 1 and 2 of said Subdivision as shown on the plan, and being the southeasterly part of Lot No. 1. Said part of said Lot No. 1 fronts 9 feet on the northerly margin of Hawkins Street and extends back along the common line between Lots Nos. 1 and 2 between parallel lines a distance of 100 feet to a dead line in the rear measuring 8 feet thereon.

A joint user easement for parking purposes for the benefit of said Lot No. 2 and for Lot No. 26 and a part of Lot No. 25 as shown on the plan of John Sigler's Addition to Nashville, of record in Plan Book 1, page 4, of the Chancery Court at Nashville, Tennessee, described as follows:

Being the southwesterly part of said Lot No. 26 and being more particularly described as follows:

Beginning at a point in the northerly margin of a 20 foot alley and being the common line between Lots 26 and 27 in said subdivision; thence with the common line between Lots 26 and 27 northerly a distance of 95 feet; thence easterly 60 feet; thence southerly 95 feet to a point in said northerly margin of said 20 foot alley; thence along said margin westerly 60 feet to the point of beginning.

Being part of the same property conveyed to Metropolitan Music Company by deed from William D. Castleman, Trustee of record in Book 4387, page 708, said Register's Office, and by deed from MKG, Inc. of record in Book 4408, page 423, said Register's Office.

Being the same property conveyed to Sound Stage Associates, Inc. by deed from Metropolitan Music Company, a Tennessee corporation of record in Book 4962, page 547, Register's Office for Davidson County, Tennessee.

To have and to hold said real estate, with the appurtenances, estate, title, and interest thereto belonging to the said Buyer, its heirs, representatives and assigns forever, Seller covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for encumbrances otherwise herein stated.

Seller further covenants and binds itself, its successors, representatives, and assigns to warrant and forever defend the title to said real estate to said Buyer, its heirs, representatives, and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of the promissory note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said note, as it matures, as hereinafter provided, and for the consideration of One Dollar ($1.00) to us in hand paid, Buyer, does hereby transfer and convey unto Charles A. Leach, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purpose aforesaid only.

Buyer hereby agrees to keep all buildings located on said property insured for at least the sum of insurable value until the note hereby secured is fully paid, and to have the loss, if any, made payable on the policy or policies jointly to the Buyer and the lawful owners and holders of said note, said insurance proceeds if paid to the owners and holders of said note to be treated as a payment on the note secured by the lien retained herein.

Buyer further agrees 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 it fails to do either, then the said Trustee, or the lawful owners and holders of said notes, 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 at the rate of ten percent (10%) per annum from the date of such payment.

Now, if Buyer shall pay the note aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep the premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if Buyer fails to pay any installment of the note or any part thereof, promptly at maturity, or if failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, or if it fails to reimburse the Trustee or lawful owner and holder of the note for all sums, with interest, so expended by Trustee, or lawful owners and holders of the note, then this trust conveyance shall remain in full force and effect, and at the

option of the lawful owners and holders of the note, all remaining unpaid installments of principal shall become due and payable at once, without further notice, and the said Trustee, or his successors in trust, is hereby authorized and empowered, upon giving twenty (20) days notice by three (3) publications in any newspaper published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right 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. We agree that the Trustee may at any time after default in the payment of the note, 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, 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:

1. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided, 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, and the expenses of any such litigation.

2. To the payment of all taxes which may be unpaid on said premises.

3. To the payment of the unpaid note herein secured, and any and all sums expended in the protection of said property as herein authorized.

4. The residue, if any, will be paid to the Buyer herein, its heirs, representatives, or assigns.

In case of a death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trust may be required, the lawful owners and holders of said notes are 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 Trustee shall be vested in said successor.

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.

It is understood that this conveyance is subject to a certain mortgage (the "Mortgage") held by Life Investors Insurance Company of America (the "Mortgagee") of record in Book 5364, page 372, Register's Office for Davidson County, Tennessee, having an unpaid principal balance as of May 30, 1984, of Three Hundred Eighty Thousand, Six Hundred Ninety-Eight Dollars ($380,698.00), payable in monthly installments of Three Thousand Six Hundred Dollars and Sixty Cents ($3,600.60), plus escrow, said note having the final payment due November 1, 1993.

Seller and Buyer agree as follows:

1. That the Seller warrants and represents that there exists no default or any event which, with the passage of time or giving of notice or both, would constitute a default under the Mortgage, and that the information set forth above with respect to the Mortgage is accurate in every respect.

2. The Seller will pay directly to the Mortgagee or its successors and assigns, the payments of principal and interest required by the Mortgage in accordance with the terms of the note secured thereby.

3. The Seller will render such performance to the Mortgagee as may be required by the terms of said mortgage.

4. If Seller fails to perform his obligations under the Mortgage, necessitating payment by Buyer of a portion of or all of the indebtedness secured by the

Mortgage to prevent foreclosure on this property, the Buyer may, at its option: 1) deduct from the payment of interest due and payable to Seller under the installment note which is secured by this installment deed, any and all amounts paid by Buyer to the Mortgagee, and the parties agree that upon such default Buyer may, at its option, make the remaining payments to the Mortgagee and shall deduct such sums from the interest payments due Seller under the installment note; 2) pay all of the principal balance to the Mortgagee, and deduct any and all sums so paid from the principal balance due under the installment note, and the interest payments on the installment note shall be adjusted to reflect the decreased principal balance, or 3) Buyer may choose to be subrogated to the rights of the Mortgagees against the Seller, which rights shall include the recovery of court costs and attorney's fees incurred by Buyer in an action against Seller. In addition, Seller agrees to indemnify and hold the Buyer harmless from any loss, cost, or expense incurred by Buyer due to foreclosure proceedings by the Mortgagee.

5. The promises contained herein shall not constitute an assumption of personal liability on the part of the Buyer for the obligations to the Mortgagee.

6. Seller agrees to pay off the Mortgage when the principal of this note is paid in full. Seller agrees that if Buyer prepays this note in part at anytime that Seller will pay all of said prepayment over to the Mortgagee. There shall be no prepayment penalty unless one is incurred by Seller in prepaying the Mortgage.

7. Buyer agrees to pay Seller an amount identical to the amount Seller is obligated to pay to the Mortgagee to maintain the required escrow amount, said payments to be made by Buyer to Seller on a monthly basis and due the first day of each respective month.

And now, as further security for the payment of the note secured by this installment deed, Sound Stage Studios, Inc. has this day bargained and sold, and does hereby transfer and convey to Charles A. Leach, Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Music Row Subdivision, as of record in Book 4060, page 62, Register's Office for Davidson County, Tennessee.

Said Lot No. 2 fronts 62.50 feet on the northerly margin of Hawkins Street and extends back between parallel lines 205.00 feet to the south margin of a 20 foot alley, measuring 62.50 feet thereon.

Being part of the same property conveyed to Metropolitan Music Company by deed from William D. Castleman, Trustee, of record in Book 4387, page 708, said Register's Office.

An ingress and egress easement for the joint use of Lots Nos. 1 and 2 of said Subdivision as shown on the plan, and being the southeasterly part of Lot No. 1. Said part of said Lot No. 1 fronts 9 feet on the northerly margin of Hawkins Street and extends back along the common line between Lots Nos. 1 and 2 between parallel lines a distance of 100 feet to a dead line in the rear measuring 8 feet thereon.

A joint user easement for parking purposes for the benefit of said Lot No. 2 and for Lot No. 26 and a part of Lot No. 25 as shown on the plan of John Sigler's Addition to Nashville, of record in Plan Book 1, page 4, of the Chancery Court at Nashville, Tennessee, described as follows:

Being the southwesterly part of said Lot No. 26 and being more particularly described as follows:

Beginning at a point in the northerly margin of a 20 foot alley and being the common line between Lots 26 and 27 in said subdivision; thence with the common line between Lots 26 and 27 northerly a distance of 95 feet; thence easterly 60 feet; thence southerly 95 feet to a point in said northerly margin of said 20 foot alley; thence along said margin westerly 60 feet to the point of beginning.

Being part of the same property conveyed to Metropolitan Music Company by deed from William D. Castleman, Trustee of record in Book 4387, page 708, said Register's Office, and by deed from MKG, Inc. of record in Book 4408, page 423, said Register's Office.

Being the same property conveyed to Sound Stage Associates, Inc. by deed from Metropolitan Music Company, a Tennessee corporation of record in Book 4162, page 547, Register's Office for Davidson County, Tennessee.

To have and to hold said property to the said Charles A. Leach, Trustee, and his successors in trust forever. We covenant that we are lawfully seized of this property, have a good right to convey it, and that the same is unencumbered, except for certain mortgages described in the instrument of record in Book 5364, page 372, said Register's Office, and the indebtedness described in the installment deed contained in the same instrument. We hereby agree that in the event a default occurs in the performance of any of these mortgages, or in the performance under the note thereby secured, such a default shall be deemed to be a default hereunder and shall entitle the holder hereof to foreclose this mortgage as provided by law.

We further covenant and bind ourselves, our heirs, and representatives to warrant and defend the title to said property to the said Charles A. Leach, Trustee, and his successors in trust, and his assigns, forever, against the lawful claims of all persons.

The provisions for foreclosure upon this property shall be the same as are previously provided in this instrument.

IN WITNESS WHEREOF, we have hereunto set our hands in Nashville, Tennessee, this the 1st day of May, 1984.

SOUND STAGE ASSOCIATES, INC.

By: _____

SOUND STAGE STUDIOS, INC.

By: _____
RONALD W. KERR, President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, of the state and county aforesaid, personally appeared Ronn Huff, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Sound Stage Associates, Inc., the within 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 himself as President.

Witness my hand and seal at Davidson County, Tennessee, this 30th day of May, 1984.

Notary Public

My Commission Expires:
July 28, 1987

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, of the state and county aforesaid, personally appeared Ronald W. Kerr, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Sound Stage Studios, Inc., the within 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 himself as President.

Witness my hand and seal at Davidson County, Tennessee, this 30 day of May, 1984.

Notary Public

My Commission Expires:
2-27

I 25261

IDENTIFICATION REFERENCE

MAY 30 1 34 PM '84

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6302 PAGE 272

CD -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
			274100.00-	CAMT.
			630698.00-	MAMT.
			712.66	CSTAX
			626.70	MSTAX
			.50	PRFEE
			18.00	MDEED
				CHECK 1369.36-
			0429A05/30/04 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 2526 1

IDENTIF. REFERENCE

May 30 1 34 PM '04

REGISTER
DAVIDSON CO., TENN.

No. 0039844