THIS INSTRUMENT PREPARED BY: HARRIS A. GILBERT
GILBERT & MILOM
13th Floor
Third National Bank Building
Nashville, TN 37219

INSTALLMENT DEED

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
Cumberland Entertainment Corporation 2507 Clarksville Pike Nashville, TN 37208	SAME	Map 81-6 Par. 229

FOR AND IN CONSIDERATION of the sum of Four Hundred Eighty-Five Thousand ($485,000.00) Dollars of which Eighty-Five Thousand ($85,000.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Four Hundred Thousand ($400,000.00) Dollars, Cumberland Entertainment Corporation, a Tennessee corporation, has executed an installment deed note in the amount of $400,000.00 payable to Harris A. Gilbert, Trustee, on or before March 31 , 2018, said note being payable in three hundred sixty (360) monthly payments of Three Thousand Five Hundred Eleven ($3,511.00) Dollars with interest at the rate of 10% per annum in accordance with the terms and conditions of said note, 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 conveyed,

I, Norman W. Ginsberg, Trustee, have this day bargained and sold, and do hereby transfer and convey unto the said Cumberland Entertainment Corporation, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of the Old Fox tract of land marked, "Deaderick" 25 acres of the Plan of the Nichol property, as of record in Book 31, Page 603, Register's Office for said County, described according to a survey recently made by Hickerson-Hickerson, Engineers, (updated) as follows:

Beginning at the east margin of the Becks Spring Road at the Southwest corner of a small lot of land conveyed by John Fox, et ux, to Thomas Hagey by deed of record in Book 149, Page 164, said Register's Office; thence along said margin south 2 deg. 59' west 478.7 feet to a concrete monument, the northwest corner of Lot No. 6 of the Carolann Acres, a plan of which is of record in Book 2083, Page 30, said Register's Office; thence along the northerly margin of said lot No. 6, south 86 deg. 25'

east 231.5 feet to a concrete monument; thence along the east margin of said Lot No. 6, south 3 deg. 08' west 5.3 feet to an iron pin, being the northwest corner of the property conveyed to A. D. Hewlett, et ux, by deed from Joe Forte et ux, of record in Book 2304, Page 483, Register's Office for said County; thence along the north margin of said Hewlett property south 88 deg. 03' east 221.2 feet to a point in the west margin of 25th Avenue North; thence along said margin north 3 deg. 07' east 476.8 feet to the southerly margin of Hydes Ferry Pike; thence along the margin of said Pike north 60 deg. 56' west 359.3 feet to an iron pin, said Hagey's northeast corner; thence along Hagey's east line, south 1 deg. 28' west 157.5 feet to a point, Hagey's southeast corner; thence along Hagey's south line north 84 deg. 58' west 135.5 feet to the point of beginning.

Being the same property conveyed to Norman W. Ginsberg, Trustee, by deed from George Mudter, Jr., Substitute Trustee, as of record in Book 6039, Page 937, Register's Office for Davidson County, Tennessee.

This is improved property known as King Shopping Center, 2501 Clarksville Pike, Nashville, Tennessee, 37208.

TO HAVE AND TO HOLD said real estate with the appurtenances, estate, title and interest belonging to the said Cumberland Entertainment Corporation and its successors and assigns, forever, I covenant that I am 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 1988 real property taxes which have been prorated, leases which have been assigned to Grantee by Grantor, restrictive covenants of record in Book 4022, Page 198, Register's Office said County, easement to Metropolitan Government of record in Book 3878, Page 985, and Book 3878, Page 273 and Book 3878, Page 989, Register's Office Davidson County, Tennessee, and easement and access road of record in Book 4022, Page 198, Register's Office Davidson County, Tennessee.

I further covenant and bind my heirs and representatives to warrant and forever defend the title to said real estate to said Cumberland Entertainment Corporation, its successors 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 Cumberland Entertainment Corporation, hereinafter referred to as trustors, hereby transfers and conveys unto Harris A. Gilbert, 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 $450,000.00, 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 10 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

The trustors further agree to pay monthly into an escrow fund with Grantor 1/12 of the taxes for the previous year and 1/12 of the insurance premium for the previous year to be kept in an escrow fund to insure that the taxes and insurance payments shall be made when due. Trustors shall make satisfactory arrangements with Grantor so that insurance premiums are timely paid. If said fund is not sufficient, the trustors will pay any deficiency due in order that all taxes and insurance be paid on the premises. Trustors further agree to carry an adequate public liability policy with respect to the premises.

In the event of the sale of the premises by the trustor to a third party, then at the option of the trustee, the entire note may become due and payable, which discretion will not be unreasonably exercised.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, 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.

WITNESS our hands this 31ST day of MARCH, 1988.

CUMBERLAND ENTERTAINMENT CORPORATION

Norman W. Ginsberg Tr.

NORMAN W. GINSBERG, TRUSTEE

BY: Jay Smith Sec Treas.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $400,000.00.

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Jerry Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Secretary/Treasurer of the Cumberland Entertainment Corporation, the within named bargainor, a corporation, and that he as such Secretary/Treasurer being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Secretary/Treasurer.

Witness my hand and seal, at office in Nashville, Tennessee, this 31st day of March, 1988.

Susanne C. Pugh
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-9-91

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Norman W. Ginsberg, Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 31st day of March, 1988.

Susanne C. Pugh
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-9-91

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $485,000.00.

Sworn to and subscribed before me this 31st day of March, 1988.

CUMBERLAND ENTERTAINMENT CORPORATION
BY: Jerry Smith Sec/Treas

Susanne C. Pugh
NOTARY PUBLIC
1-9-91
MY COMMISSION EXPIRES:

MAIL ENV.

FELIX Z. WILSON JR. REGISTER DAVIDSON COUNTY, TN
MAY 31 3 34 PM '88
IDENTIFICATION REFERENCE
17534

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7505 PAGE 23

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 485000.00
MAMT 400000.00
CON TX 1358.00
MOR TX 398.00
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY ~~BANK~~ 0.50
WDEED 15.00
TOTAL 1771.50
CHECK 1771.50

03/31/88 01 15:39 0001 1669

17534

IDENTIFICATION REFERENCE

MAR 31 3 34 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 76196