Installment Deed

BOOK 7700 PAGE 488

ADDRESS NEW OWNER (S) AS FOLLOWS: (NAME)	SEND TAX BILLS TO: (NAME)	MAP-PARCEL NUMBERS
Thunder & Lightning Sound & Lights, Inc.	Same	Map 103-3
1311-1313 Elm Hill Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 11-12
Nashville, TN 37210 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Seventy Seven Thousand Forty and No/100 ($177,040.00) ---------- *Dollars,*

of which Forty ($40.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Seventy Seven Thousand and No/100 ($177,000.00) ---------- *Dollars,*

The Grantee *has executed*

its promissory note of even date herewith in the principal sum of $177,000.00, payable in 240 successive monthly payments of $1,826.99 each, including interest on the unpaid balance at the rate of eleven (11%) percent per annum, commencing on the 2nd day of December, 1988, and on the same day of each succeeding month until the entire balance of principal and interest has been paid in full

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $177,000.00"

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, D. E. Hill, Jr., and wife, Deborah L. Hill

have this day bargained and sold, and do hereby transfer and convey unto the said Thunder & Lightning Sound & Lights, Inc.

its *(successors), heirs and assigns,*

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

Land in the 3rd Civil District of Davidson County, Tennessee., being part of the Dower Tract on the Plan of the Lands of Edward Trabue as of record in Minute Book "I", page 190 and 191, of the United States Circuit Court at Nashville, described according to a survey made by Hal R. Swann, Jr., Surveyor, as follows:

Beginning on the southerly margin of Elm Hill Pike at the northeast corner of the property conveyed to Major J. Gooch and wife, by deed from Catherine Carter White, et al, of record in Book 2445, Page 183, Register's Office for said County; thence with said Gooch's easterly line southwardly 234.75 feet to an iron pin and post in the Keeling right-of-way line at the boundary of a railroad; thence with same eastward 85 feet to an iron pin and post at the southwest corner of the property conveyed to Herbert Cunningham and wife, by deed from Blanch Keeling of record in Book 3179, Page 619, Register's Office for said County; thence with said Cunningham's westerly line northwardly 238 feet to the southerly margin of said Elm Hill Pike; thence with same westwardly 84 feet to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $177,040.00

Subscribed and sworn to before me, this the 3rd day of November 1988

My commission expires: 3/3/92

(Affix Seal)

Notary Public

Being the same property conveyed to D. E. Hill, Jr., by deed from W. C. Allen and wife, Irene N. Allen, of record in Book 6762, Page 858, Register's Office for Davidson County, Tennessee.

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This is unimproved ( ) improved (X) property, known as 1311-1313 Elm Hill Pike, Nashville, TN 37203
(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 Thunder & Lightning Sound & Lights, Inc. *(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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Thunder & Lightning Sound & Lights, Inc. *(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 Thunder & Lightning Sound & Lights, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* Deborah L. Hill, *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 $177,000, *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 3rd day of November, *19* 88.

D. E. Hill, Jr.

Deborah L. Hill

Thunder & Lightning Sound & Lights, Inc.

BY: [signature] President
(title)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* D. E. Hill, Jr., ~~and wife, Deborah L. Hill~~ &

*the within named bargainor*S, *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* 3rd *day of* November, *19* 88.

[signature] Notary Public

NOTARY PUBLIC

Commission expires 3/3/92

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STATE OF Tennessee }
COUNTY OF Laurence }

Personally appeared before me Melba Scott, *a Notary Public in and for said County and State,* DEBORAH L. HILL

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

Witness my hand and official seal at Lawrenceburg, Tennessee, *this* 7th *day of* November, *19* 88.

Melba Scott *Notary Public*

Commission expires 1-28-91

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Lee Greenwood, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Thunder & Lightning Sound & Lights, 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* 3rd *day of* November, *19* 88

S. Ralph Gordon *Notary Public*

Commission expires 8/3/92

8 4 4 2 7

IDENTIFICATION REFERENCE

Nov 10 9 13 AM '88

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

4401 11/10 0101 03CHECK 797.85

INSTALLMENT DEED

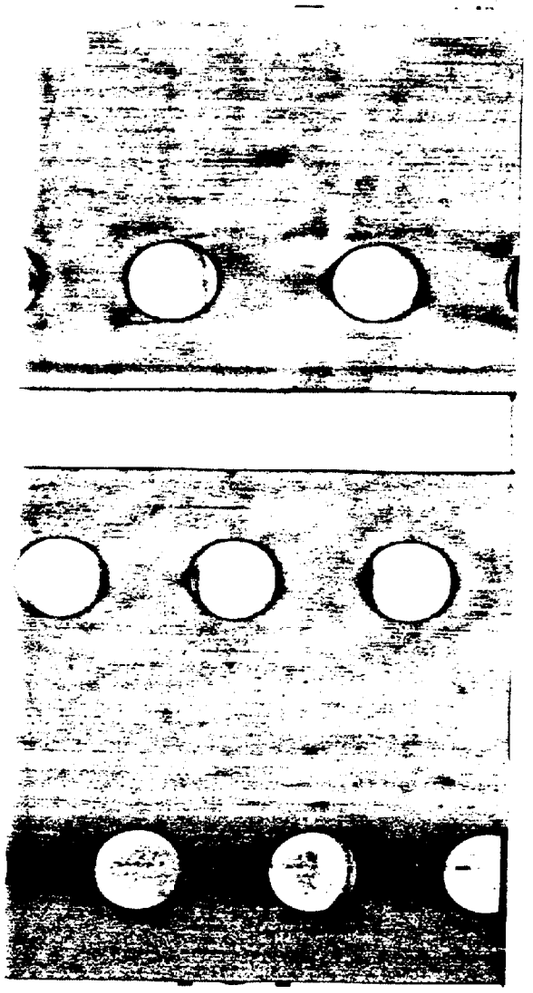
FROM
D. E. Hill, Jr., and wife
Deborah L. Hill

TO
Thunder & Lightning
Sound & Lights, Inc.

Mail

THIS INSTRUMENT PREPARED BY:
S. Ralph Gordon, Attorney
49 Music Square West
Suite 600
Nashville, TN 37203

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 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 177040.00
MAMT 177000.00
CON TX 584.10
MOR TX 201.25
PRFEE 0.50
TDEED 12.00
ERR CO
TDEED 12.00-
WDEED 12.00
TOTAL 797.85
CHECK 797.85

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

11/10/88 01 09:16 0001 6401

8.44427.

IDENTIFICATION REFERENCE

NOV 10 9 13 AM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 152974