File No: 9424-5 BOOK 7993 PAGE 558 Box 23

The maximum principal indebtedness for Tennessee recording tax purposes is $10,050.00.

Address New Owner:	Send Tax Bills to:	Map/Parcel
Top of The World Music Investment & Holding Co., Inc. 9000 East Church St. Brentwood, Tn. 37027 suite 102	Same	Map 92-8 Parcel 296

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND ONE HUNDRED AND NO/100 ($20,100.00) DOLLARS, of which TEN THOUSAND FIFTY AND NO/100 ($10,050.00) DOLLARS, has been paid in cash by TOP OF THE WORLD MUSIC INVESTMENT & HOLDING CO., INC, (the Grantee), the receipt of which is hereby acknowledged, and for the remainder TEN THOUSAND FIFTY AND NO/100 ($10,050.00) DOLLARS, the said Grantee has this day executed its one promissory note in the principal sum of TEN THOUSAND FIFTY AND NO/100 ($10,050.00) DOLLARS, payable to the order of WILLIAM F. ANDREWS, (the Grantor), and given as part of the purchase money on the herein described property.

SAID NOTE is payable in 19 consecutive quarterly installments of $430.41 each, including interest, interest being a the rate of 11.75% per annum on the unpaid principal sum and a 20th and final installment becoming due and payable on November 27, 1994, in the amount of the then unpaid principal sum plus any accrued interest; The first payment falling due on the 27th day of February, 1990 and thereafter said consecutive quarterly installment payments shall continue on the 27th day of May, August, November and February of each consecutive year as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

ALL of said notes bearing interest from date as aforesaid, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, WILLIAM F. ANDREWS, a single person, hereinafter referred to as GRANTOR, has this day bargained and sold, and does hereby transfer and convey unto the said TOP OF THE WORLD MUSIC INVESTMENT & HOLDING CO., INC., hereinafter referred to as GRANTEE, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 25 on the Plan of Gov. McMillin's subdivision of the old State Prison lands, of record in Book 161, page 119, Register's Office for said County.

Said Lot No. 25 fronts 50 feet on the east side of McMillin Avenue and runs back between parallel lines 100 feet to an alley.

Being the same property conveyed to William F. Andrews by deed from Elenora Herbert, a widow, of record in Book 6151, page 617, Register's Office for Davidson County, Tennessee and by quitclaim deed from Mary Katherine Andrews of record in Book 7797, page 935, said Register's Office.

THIS property is conveyed subject to all applicable local government planning, building and zoning regulations; any easements; plan of record in Plat Book 161, page 119, said Register's Office. This property and improvements are sold in "AS IS" condition.

TOGETHER WITH ALL the improvements, including fixtures, now or hereafter located on the property, and all easements, rights, appurtenances, estate, title and interest thereto, all of which shall be deemed to be a part of the property covered by this Installment Deed lien.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said GRANTEE, its successors and assigns forever, AND GRANTOR covenants that he 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, unless otherwise herein set out.

AND GRANTOR further covenants and binds himself, his heirs, assigns and representatives, to warrant and forever defend the title to said real estate to said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever.

AND NOW, for the purpose of better and more effectually securing the payment of said lien note(s), and rendering in the event of the nonpayment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, the said GRANTEE does hereby transfer and convey unto TOM G. COLEMAN, JR., TRUSTEE, his successors and assigns, the real estate hereinbefore described, together with all the improvements, including fixtures, now or hereafter located on the property, and all easements, rights, appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

TO HAVE AND TO HOLD said property to said TOM G. COLEMAN, JR., Trustee, and his successors in trust, forever. Grantee covenants that it is lawfully seized of the said property and has a good right to convey it and that the same is unencumbered, unless otherwise herein set out.

GRANTEE further covenants and binds itself, its successors, assigns and representatives, to warrant and defend the title to said property to the said TOM G. COLEMAN, JR., TRUSTEE and his successors in trust, and his assigns, forever, against the lawful claims of all persons.

GRANTEE further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, to keep the improvements on said property in repair and preservation, and in case the Trustee or his successors or the lawful owner and holder of said indebtedness (also hereinafter referred to as "Holder") shall hereafter be required to appear in any court or tribunal to enforce this Installment Deed Lien or the terms thereof, or to 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 indebtedness, shall bear interest at the highest contract rate allowed by law from the date of payment and shall be and become a part of the indebtedness secured hereby.

AS ADDITIONAL SECURITY for the repayment of the Indebtedness, Grantee hereby assigns to Holder all rents, income, or profits derived from the Property.

IN THE EVENT OF DEFAULT hereunder, as set forth below, Holder, in person, by agent or by judicially appointed receiver, shall be entitled to take possession of and manage the Property and to collect all rents, income, and other profits derived from the Property, including amounts past due. Grantee agrees to relinquish peaceful possession to Holder. All rents, income and profits collected by the Holder or receiver shall be applied first to payment of the cost of management of the Property and collection of the rents, income and profits, including, but not limited to, the cost of

receiver's fees, premiums or receivers bonds, and reasonable attorney's fees. The rents, income, and profits shall then be applied to the Indebtedness secured by this Installment Deed. Holder shall be liable to account only for net rents actually received.

IN CONNECTION with this Assignment of Rents, Grantee agrees to comply with all terms imposed upon it as Lessor under any leases covering any part of the Property. Should Grantee default under any such lease, Holder may take whatever action it deems desirable to prevent or cure the default by Grantee. Holder shall have the right to enter upon the Property as often as it desires in order to prevent or cure any such default. In attempting to prevent or cure any such default, Holder may spend such sums of money as it deems necessary, and Grantee hereby agrees to pay Holder immediately upon demand all sums so expended by Holder, together with interest from the date of payment by Holder at the highest lawful rate. Such sums, and the interest thereon, shall become additional indebtedness secured by this Installment Deed.

FOREBEARANCE by Trustee or the lawful owner or holder of the indebtedness secured herein, in exercising any right or remedy hereunder, or any related right or remedy otherwise afforded by law, shall not be a waiver of, or preclude the subsequent exercise of any such right or remedy. The receipt by Trustee or the lawful holder and owner of said indebtedness of any past due installments under said indebtedness or any other late payments of the indebtedness shall not deprive Trustee or the lawful holder and owner of said indebtedness of the right to accelerate the maturity of the indebtedness or of any right of enforcement existing pursuant to the terms of this instrument. The procurement of insurance or the payment of taxes or other liens or charges by Trustee or the lawful holder and owner of said indebtedness shall not be a waiver of the right provided herein to accelerate the maturity of the indebtedness because of default hereunder.

EVERY RIGHT AND REMEDY provided in this Installment Deed is distinct from and cumulative to every other right or remedy under this Installment Deed or afforded by law or equity. Every such right or remedy may be exercised concurrently, independently, or successively.

THE COVENANTS AND AGREEMENTS herein contained and the rights arising hereunder shall inure to the benefit of the respective successors and assigns of Trustee and the lawful holder and owner of the indebtedness secured hereunder and shall be binding upon the respective successors and assigns of Grantee.

IN THE EVENT that any provision or clause of this Installment Deed or said indebtedness conflicts with any applicable law, the other provisions of this Installment Deed and said indebtedness shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of the Installment Deed and said indebtedness are declared to be severable.

GRANTEE expressly agrees that the Trustee, or his successors, may execute the power of sale granted herein and the other powers and rights set forth herein without giving bond or taking oath. The Trustee shall not be liable to Grantee for any acts or omissions to act in the execution of his powers hereunder, except for such acts or omissions as constitute gross negligence or willful misconduct. Except in such instances of gross negligence or willful misconduct, neither the Trustee nor the lawful owner and holder of said indebtedness shall be obligated to provide an accounting of any funds received or disbursed in connection with the payment of the indebtedness or the administration and enforcement of equitable and statutory rights of redemption, exemption, or homestead, all rights arising by virtue of marriage, and all

other similar exemptions and rights arising under or created by an applicable statute or judicial decision.

THE TERMS OF this Installment Deed Lien may be modified in whole or in part only by a written instrument signed by Grantee, Trustee and the lawful holder and owner of said indebtedness, and recorded in the Register's Office of the county in which this Installment Deed is recorded. Any oral agreement to modify this instrument shall be void and of no force and effect.

WE, THE SAID GRANTEE do hereby 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 at least the sum of insurable interest until the note(s) herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to the lawful owner and holder of the note or notes or to said Trustee, his successors and assigns, for the benefit of the lawful owner and holder of said note or notes, as his interest may appear. If at any time, Grantee fails to keep the property herein described properly insured, the Trustee, his successors and assigns, or the holder of the note or notes herein secured may obtain fire insurance on said property and charge such sums to the balance of the note(s) herein secured.

NOW, IF THE Grantee (a) shall pay the indebtedness when due, according to its terms, (b) shall pay promptly all taxes, assessments, and other charges against the property when due, (c) shall keep up repairs, (d) shall keep the property insured as provided herein, (e) shall pay any and all other sums when due, as herein provided, and (f) shall otherwise perform all of the covenants and conditions contained herein, then this trust conveyance shall be of no further force or effect. In such case, the lawful holder and owner of said indebtedness shall execute and have recorded a Release of this Installment Deed Lien. Otherwise this trust conveyance shall remain in full force and effect, and, at the option of the lawful owner and holder of the indebtedness, all remaining unpaid indebtedness and all installments thereof, shall be due and payable at once, without notice, upon any of the following events of default:

a. Failure to pay said indebtedness, and all installments when due according to its terms;

b. Breach of any covenant or agreement contained in this Installment Deed, and not related to payment of said indebtedness, which breach is not cured within fifteen (15) days after written notice of such breach has been given to Grantee, and additionally, within any further period of time to cure which is actually given by the lawful holder and owner of said indebtedness provided Grantee commences its efforts to cure such default as soon as reasonably possible after notice;

c. If any obligor of the indebtedness secured hereunder makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition for reorganization under the bankruptcy laws, or if a petition in bankruptcy is filed against any obligor; or if a receiver or trustee is appointed for all or any part of the property and assets of any obligor.

IN EVENT of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to the above named Trustee shall be vested in said successor.

IN ANY EVENT of default as set forth above, the lawful owner and holder of said indebtedness shall have the right to pursue all remedies available to them hereunder, at law or in equity. In addition, in the event of default, Trustee, or his

successors in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, of general circulation, published in the county wherein the property is located, to sell the property, or any part thereof, at the front door of the Courthouse in said county to the highest bidder for cash, at public outcry, free from all legal rights of redemption, exemptions of homestead, dower, elective share, rights by virtue of marriage, and all other exemptions of every kind, all of which are expressly waived; the statutory right of redemption under Tennessee Code Annotated 66-8-101 has been further authorized and empowered to execute and deliver a deed to the purchasers at such sale. The lawful holder and owner of said indebtedness may bid at any such sale. The purchasers at such sale shall be entitled to immediate possession of the property upon the delivery to purchasers by Trustee of a deed for the property. Prior to such sale, Trustee may enter and take possession of the property, in which case Trustee shall be accountable only for rents actually received by Trustee. In the event of sale hereunder, the proceeds will be applied by Trustee as follows:

FIRST - to pay all costs and charges of executing this trust, including attorneys' fees, Trustee's fees and expenses of any litigation which may arise on account of the execution and enforcement of this trust;

SECOND - to pay the indebtedness, or any balance thereof then remaining unpaid;

THIRD - to the payment of all land taxes which may be unpaid on said premises;

FOURTH - the remainder to be paid to such parties as are legally entitled to it.

IN THE EVENT of a sale of said property under and by virtue of this trust, Grantee and all persons holding under Grantee shall be and become tenants at will of the purchaser of the property from and after the execution and delivery of a deed to the purchaser, and shall pay the purchaser the reasonable rental value of the property after the sale. Said tenancy shall be terminated at the option of purchaser upon five (5) days' written notice.

HOLDER, or any successor in interest to Holder, may from time to time remove any Trustee and may appoint a Successor Trustee by an instrument recorded in the county in which this deed of trust is recorded. Without conveyance of the property described herein, the Successor Trustee shall succeed to all the titles, power, and duties conferred upon the trustee herein and by applicable law.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, we, the said GRANTOR and GRANTEE, hereunto set our hands at Brentwood, Tennessee, this the 27 day of November, 1989.

William F. Andrews
WILLIAM F. ANDREWS

TOP OF THE WORLD MUSIC
INVESTMENT & HOLDING CO., INC.

By: Anna F. Klingsmann, Vice President

STATE OF TENNESSEE
COUNTY OF Williamson

The actual consideration or value, whichever is greater, for this transfer is $20,100.00.

Top of the World Music Investment & Holding Co. Inc.
AFFIANT By: Anna F. Klingemann

Subscribed and sworn to before me, this the 27th day of November, 1989.

Lynda Kaye Jones
NOTARY PUBLIC

My commission expires: 9/11/1990.

STATE OF TENNESSEE
COUNTY OF Williamson

Before me, a Notary Public within and for the State and County aforesaid, personally appeared Anna F. Klingemann, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Vice President of Top of the World Music Investment & Holding Co., Inc., a Tennessee corporation, the within named bargainor and that he as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office at Brentwood, Tennessee on this 27th day of November, 1989.

Lynda Kaye Jones
NOTARY PUBLIC

My commission expires: 9/11/1990.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named William F. Andrews, the 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 Brentwood, Tennessee, this 27 day of November, 1989.

David Coleman
NOTARY PUBLIC

My commission expires: 5/22/93.

This instrument was prepared by:
Tom G. Coleman, Jr., Attorney
COLEMAN REAL ESTATE CLOSING SERVICE, INC.
9000 East Church St. B-102
Brentwood, TN 37027

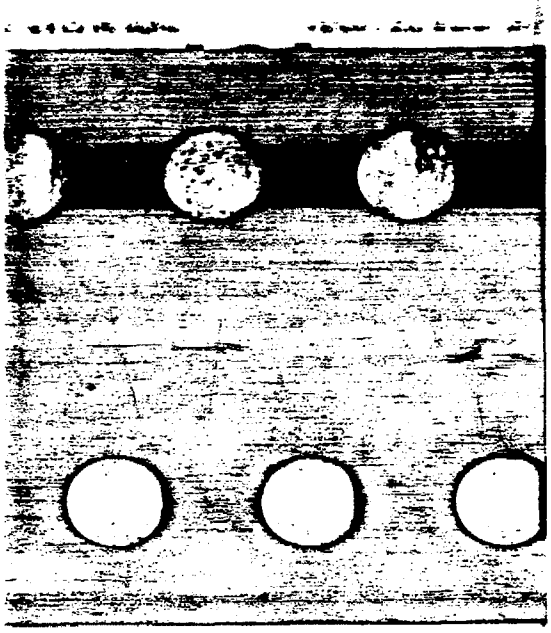
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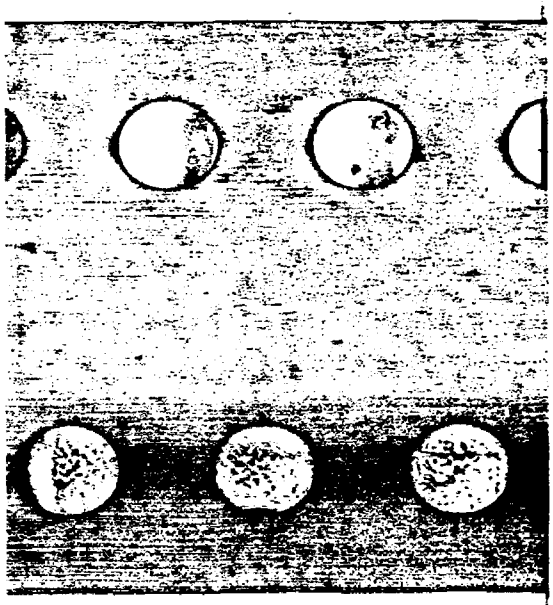
IDENTIF. TREFERENCE

Nov 29 12 07 PM '89

FELIX Z. WILSON
DAVIDSON COUNTY

8307 11/29 0101 03CHECK 94.53





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7993 PAGE 564

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	20100.00
MAMT	10050.00
CON TX	66.33
MOR TX	9.20
PRFEE	1.00
MISC	18.00
TOTAL	94.53
CHECK	94.53

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

11/29/89 01 12:06 0001 8307

8531 0

IDENTIF. TREFERENCE

Nov 29 12 07 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 271094