Re-Record
BOOK 6019 PAGE 832

BOOK 5858 PAGE 487

INSTALLMENT DEED

For and in Consideration of the sum of ---------($165,000.00)----------
ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100----------Dollars,
of which THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 ----($37,500.00)-------Dollars,
has been paid in cash by John T. Rochford III and wife, Carol C. Rochford
the receipt of which is hereby acknowledged, and for the remainder------($127,500.00)---------
ONE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED AND No/100---------- Dollars,
the said John T. Rochford III and wife, Carol C. Rochford have

executed their one note of even date herewith in the original principal amount of $127,500.00, payable to the order of Charles A. Formosa, James Jerome Formosa and Joseph Formosa Jr., on or before March 1, 1983, unless sooner paid, with interest thereon from date at the rate of 15% per annum, all in accordance with the terms and conditions as set out in said note.

all of said notes bearing ~~six per cent~~ interest ~~from date~~, 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, We, Charles A. Formosa, James Jerome Formosa and Joseph Formosa Jr.

have this day bargained and sold, and do hereby transfer and convey unto the said John T. Rochford III and wife, Carol C. Rochford their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Westhaven, Section One, of record in Book 1130, page 7, Register's Office for said County.

SAID Lot No. 3 fronts 342.5 feet on the northerly margin of Harding Place and extends back between lines, measuring 350 feet on the easterly line and 367 feet on the westerly line, to a line in the rear on which it measures 370 feet thereon.

BEING part of the same property conveyed to Mary S. Formosa, by deed from Guilford Dudley and wife, Anne Dallas Dudley, of record in Book 1148, page 655, Register's Office for Davidson County, Tennessee, and BEING part of the same property conveyed to Mrs. Mary Formosa, by deed from Guilford Dudley and wife, Anne D. Dudley, of record in Book 1315, page 472, Register's Office for Davidson County, Tennessee. The said Mary S. Formosa having since died, and devised said property to Charles A. Formosa, James Jerome Formosa and Joseph Formosa Jr., under her will of record in Will Book 135, page 508, Probate Court Clerk's Office for Davidson County, Tennessee.

This conveyance is made subject to a perpetual easement for highway purposes embraced within Harding Place, executed by Mary S. Formosa, dated December 3, 1969, of record in Book 4384, page 438, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the plan of record in Book 1130, page 7, said Register's Office, which shows an Owner's Certificate, and a 10 foot easement for public utility purposes along the north and westerly lines of said lot.

The property herein described and conveyed in this instrument is not the usual place of residence of the grantors, or either of them.

This is unimproved ( ) improved (X) property, known as 2104 (House Number) Harding Place (Street) Nashville, Tn. P. O. Address: (City or Town) (Zip Code)

Re-Recd

BOOK 6019 PAGE 833

BOOK 5858 PAGE 488

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John T. Rochford III and wife, Carol C. Rochford 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., with the exception of that as hereinabove set out We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said John T. Rochford III and wife, Carol C. Rochford, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, We, the said John T. Rochford III and wife, Carol C. Rochford

do hereby transfer and convey unto Lindley Murray, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said John T. Rochford, III and wife, Carol C. Rochford

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 value until the notes herein secured are 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 and holder of said notes, as his interst may appear.

We further agree 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 we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, 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 from the date of such payment.

Now, if We, the said John T. Rochford III and wife, Carol C. Rochford shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; We fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, 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, 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 notes 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 Charles A. Formosa, James Jerome Formosa and Joseph Formosa, Jr. representatives or assigns.

John T Rockford wife TCR

BOOK 6019 PAGE 831

BOOK 5858 PAGE 489

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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Lindley Murray, Jr., 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.

IN WITNESS WHEREOF, we, the said Charles A. Formosa, James Jerome Formosa and Joseph Formosa, Jr. and John T. Rochford III and wife, Carol C. Rochford hereunto set our hands at Nashville, Tennessee, this the 1st day of March 1982

Mary Etta Formosa

Mary Jane G. Formosa

Charles A. Formosa

James Jerome Formosa

Joseph Formosa, Jr.

John T. Rochford III

Carol C. Rochford

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Charles A. Formosa, James Jerome Formosa and Joseph Formosa Jr.

the 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 1st day of March, 1982

My Commission Expires

Notary Public

STATE OF TENNESSEE
DAVIDSON **County.**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named John T. Rochford III and wife, Carol C. Rochford

the 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 1st day of March, 19 82

Notary Public.

Commission Expires 4-21-85

Re-Recorded
BOOK 6014 PAGE 855

BOOK 5858 PAGE 490

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Lynda K. Downing, a Notary Public of the State and County aforesaid, personally appeared Charles A. Formosa, James Jerome Formosa and Joseph Formosa with whom I personally acquainted, and who, upon oath, acknowledged them self to be owners of the property th[illegible] 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 Nashville, Davidson County, Tennessee this 1st day of March, 19 83.

Lynda K. Downing
Notary Public

Commission expires April 20, 1986

(over for additional acknowledgements)

IDENTIF. REFERENCE

MAR 14 9 05 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Received
H 3 5 7 0 1

(John T. Rochford Atty
2208 Abbott-Martin Rd
37215)
Return to

INSTALLMENT DEED

FROM
CHARLES A. FORMOSA, JAMES JEROME
FORMOSA AND JOSEPH FORMOSA JR.

TO
JOHN T. ROCHFORD III AND WIFE,
CAROL C. ROCHFORD

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G 8 2 2 2 5

IDENTIF. REFERENCE

MAR 8 9 02 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JOHN T. ROCHFORD III ET UX (NAME)	SAME (NAME)	131-9-2
RT. 11 MORAN Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	7DA 50280
FRANKLIN TN. 37064 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This Instrument was prepared by
Jno. T. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 165,000.00 Lynda Downing
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF March, 1982.

Notary Public

MY COMMISSION EXPIRES:

5725 03/08 867 [illegible] 0455