Owners name: Mrs. Katherine Little Graves
124 W. Marthonna Road, Madison, Tenn. 37115
P.O. Box 285
mail taxes to same as above.

ATG

DECREE OF NOV. 8, M.B. 80, PAGE 133.

Map 52 9
Par. 25

MRS. MILDRED C. CRUTCHER,

COMPLAINANT,

VS.

EDWIN CRUTCHER,

DEFENDANT.

BOOK 4289 PAGE 367

IN THE CHANCERY COURT OF

DAVIDSON COUNTY, TENNESSEE

PART II

RULE NO. 91466

This cause came on to be heard this 8th day of November, 1968 upon the entire record, including the original bill and exhibit, the answer of the defendant by his guardian ad litem, depositions and testimony in open Court. And it appearing to the Court from proof of facts established by unexceptionable and disinterested witnesses that the defendant Edwin Crutcher is totally disabled, both mentally and physically, to the extent that he is unable to attend to his affairs and that this condition is likely to be permanent; and that it is to the manifest interest and advantage of said defendant that the present residential property hereinafter described which is owned by defendant Edwin Crutcher and by his wife, the complainant, Mildred C. Crutcher, should be sold in accordance with the terms and provisions of the proposed contract filed as an exhibit to the original bill and the proceeds thereof reinvested as hereinafter provided.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the proposed purchaser, Katherine Little Graves, having paid to the

Clerk and Master the sum of $5,000.00 cash and having executed and delivered to the Clerk and Master her promissory note in the principal amount of $10,000.00, payable on or before 24 months after date, with interest at the rate of 6% per annum, payable monthly on the unpaid balance, and secured by a lien retained on the property hereinafter described, all of the right, title and interest in and to the following described property is hereby divested out of the said Edwin Crutcher and wife, Mildred C. Crutcher, and vested in the purchaser, Katherine Little Graves, but subject to a lien retained on said property to secure the deferred purchase price:

> Land in Davidson County, Tennessee, described as follows:
> Being Lots Nos. 2, 3 and 4 on the Map of Montague Falls Annex, Charles U. Coggin's Subdivision of part of Tract No. 18 on the Plan of Montague. Said Lots front 60 feet each on the southeasterly side of the Private Drive, and extend back between parallel lines 320 feet, more or less to Cumberland River.
>
> Being the same property conveyed to Edwin Crutcher and wife by deed from W. D. Cannon and wife, of record in Book 674, page 664 (Lot No. 2), deed from Charles U. Coggin and wife, of record in Book 628, page 302 (Lot No. 3), and deed from Thomas G. Lahart and wife, of record in Book 741, page 326 (Lot No. 4) RODC, Tennessee.

Upon payment of the required fees the purchaser shall be entitled to a deed from the Clerk and Master which he is hereby ordered to execute and deliver, or she may have a copy of this decree as her muniment of title.

Out of the cash received by the Clerk and Master he is directed to pay the following:

(a) To Guaranty Title Company the sum of $105.00 for guaranty title policy.

(b) To Maddux Realty Co., Inc. a real estate commission in the amount of $900.00.

(c) To Kirk Waite, guardian ad litem, the sum of $ 200.00 for his services in this cause.

(d) The costs of this cause.

And it further satisfactorily appearing to the Court that the defendant's wife, Mildred C. Crutcher, has contracted for the purchase of another residence on Stonewall Jackson Court and Granny White Pike, being

> Lot No. 1 Granny White Park Subdivision; being part of the property conveyed to Haury & Smith Contractors, Inc. by deed from H. & S. Development Company, Inc., of record in Book 4180, page 349, RODC, Tennessee,

to which the defendant will be removed, for the sum of $41,900.00, which residence will be more suitable as a home for herself and the defendant, and more convenient for the care of the defendant, and it appearing that title to same is being taken in the name of said Edwin Crutcher and wife as tenants by the entirety and that the purchase of same is to the manifest interest and advantage of the defendant and the proceeds of the property hereinabove authorized to be sold should be applied toward said purchase,

the Clerk and Master is directed to pay over the balance of the cash proceeds to the order of the complainant, Mildred C. Crutcher, and to endorse without recourse and deliver to her the said promissory note executed by Katherine Little Graves, said cash and the proceeds of said note to be applied by the complainant toward the purchase of said new residence.

This cause is retained in Court, as prayed in the original for such further action as may appear proper relative to the sale of the other parcels of property described in the bill, and the reinvestment of the proceeds thereof, or for such other action as the Court shall deem proper.

Chancellor

Solicitor for Complainant

Guardian ad litem

STATE OF TENNESSEE
COUNTY OF Davidson

I hereby swear, or affirm, that the actual consideration for this transfer, or value of the property transferred, whichever is greater is $15,000.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 22 day of Nov. 1968.

Notary Public

Commission expires: My Commission Expires May 10, 1972

CERTIFICATE OF THE CLERK AND MASTER

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

I, JAS. E. COVINGTON, Clerk and Master of the Chancery Court of Davidson County, Tennessee, do hereby certify that the foregoing is a full, true and correct copy of the decree entered the 8th day of November, 1968, in Minute Book 80, Page 133, in the cause wherein MRS. MILDRED C. CRUTCHER, is Complainant, and EDWIN CRUTCHER, is Defendant, Rule Number 91466, as the same appears of record and now on file in my office.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the official seal of said Court at my office in the Courthouse at Nashville, Tennessee, this the 14th day of November, 1968, and 193 year of American Independence.

JAS. E. COVINGTON, CLERK AND MASTER

BY _____
Deputy Clerk and Master

NOV 25 68 CONV
NOV 25 68 S'TAX
NOV 25 68 PR'FEE
NOV 25 68 MISC

15,000.00

B* 39.00
B* .50
B* 7.50 * 47.00

A 2 1 6 6 3

IDENTIF. REFERENCE

NOV 25 11 38 AM '68

FEE
DAVIDSON COUNTY, TENN.