DECREE ENTERED NOVEMBER 26, 1974--MB. 208, PAGE 726
IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

PART I, AT NASHVILLE

Map 133-7
P. 154
M.O.

COMMERCE UNION BANK	§	
	§	
PLAINTIFF	§	
	§	
VS.	§	NO. A-3811
	§	
JAMES E. PAYNE, JR. a/k/a JAMES E. PAYNE, ET UX ET AL.	§	
	§	
DEFENDANTS	§	

ORDER

This cause came on to be heard before the Honorable Ben H. Cantrell, Chancellor holding the Chancery Court, Part I, at Nashville, Davidson County, Tennessee, on this the 15 day of November, 1974, upon the report of the Clerk and Master of the sale of the real estate which is the subject of this suite, the Motion of the plaintiff, Commerce Union Bank, to confirm the report of the Clerk and Master, and the entire record. Said report of the Clerk and Master is in words and figures as follows:

(Here copy report of the Clerk.)

and, it appearing that said report has been on file more than five (5) days, and is unexcepted to, said report is confirmed.

It is, therefore ORDERED and DECREED by the Court that all rights, title and interest of the defendant, James E. Payne, Jr. a/k/a James E. Payne, including the right of survivorship in said property which is the subject of this suit and which is described as follows:

> Being lot No. 121 on the Plan of Glencoe Acres, of record in Book 1835, Pages 136, 137, and 138, Register's Office for Davidson County, Tennessee, more particularly described as follows:
>
> Lot No. 121 begins at a point on the easterly margin of Dumas Drive at the common corner of Lots Nos. 121 and 122; thence in an easterly direction of 116 feet to a point, being the common corners of Lots No. 120, 121, and 122, thence in a southerly direction along the line dividing Lots Nos. 120 and 121, a distance of 164 feet to a point in the northerly margin of Mimosa Drive, thence in a westerly direction along

the northerly margin of Mimosa Drive, 91.5 feet to a point at the beginning of a curve; thence in a north-westerly direction around the curve, a distance of 39.3 feet to a point in the easterly margin of Dumas Drive; thence along the easterly margin of Dumas Drive in a northerly direction 139 feet to the point of beginning.

And being the same property conveyed to James W. Sanders and wife, Betty R. Sanders, by deed of Ed L. Long and wife, Ida Mai Long, as appears of record in Book 2340, page 477, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to easement to Southern Bell Telephone & Telegraph Company, of record in Book 2099, Page 408, Register's Office of Davidson County, Tennessee; to restrictive covenants of record in Book 1788, Page 495, Book 2088, page 534, Book 2105, page 633, said Register's Office, and to plan of record in Book 1835, pages 136, 137 and 138, said Register's Office.

be divested out of James E. Payne, Jr. a/k/a James E. Payne, and be vested in the purchaser, Commerce Union Bank, a Tennessee banking corporation, and the Clerk and Master will make, acknowledge for registration and deliver to the said Commerce Union Bank, a Tennessee banking corporation, a deed conveying said land to Commerce Union, a Tennessee banking corporation, or will make a duly certified copy of its muniment of title, at its election.

It is further specifically ORDERED and DECREED that this decree in no way is intended to limit the Deed of Trust made to Kimbrough-Phillips Company to secure a promissory note of November 1, 1957, as of record in Book 2676, page 265, Register's Office for Davidson County, Tennessee, which debt according to the record has been assigned to First Federal Savings and Loan Association of Nashville, Tennessee; and this decree is further subject to a Deed of Trust dated April 19, 1971, to Charles Nelson, Jr., Trustee, for Home Federal Savings and Loan Association of record in Book 4495, page 15, Register's Office for Davidson County, Tennessee.

The Clerk will pay the cost of this cause, and other expenses incident to the sale. The balance remaining of said proceeds shall be distributed to the plaintiff in this cause and/or its solicitor, in accordance with the orders of this Court.

All other matters are reserved.

BOOK 4872 PAGE 118

Ben H. Cantrell
CHANCELLOR

APPROVED FOR ENTRY:

Herman O. Loewenstein
HERMAN O. LOEWENSTEIN
Attorney for Plaintiff
Commerce Union Bank

CERTIFICATE

I hereby certify that a true and correct copy of the foregoing Order has been sent by U. S. mail, postage prepaid, to James E. Payne, 3332 Dumas Drive, Nashville, Tennessee 37211; J. G. Lackey, Jr., attorney for First Federal Savings and Loan Association, P. O. Box 2829, Nashville, Tennessee 37219; and to Charles Nelson, Jr., Trustee, for Home Federal Savings and Loan Association, at his office at Life and Casualty Tower, Nashville, Tennessee 37219. This the 20 day of November, 1974.

Herman O. Loewenstein
HERMAN O. LOEWENSTEIN

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 150.00, Affiant Herman O. Loewenstein.
Subscribed and sworn to before me this 29th day of November 1974
Deputy Register D. Williams

...ll Nashville, Tennessee, and ...
...of the Chancery Court of ...
...County, Tennessee
CONSOLIDATION BANK
VS
JAMES E. PAYNE, JR.,
a-k-a JAMES E. PAYNE,
ET UX, ET AL

Notice is hereby given that I will sell at public auction, at the south door of the Courthouse, in Nashville, Tennessee, at 12 O'Clock Noon, on

THURSDAY,
OCTOBER 31, 1974,

the following described property, to-wit:

(SELL ALL RIGHT, TITLE, AND INTEREST INCLUDING THE RIGHT OF SURVIVORSHIP OF THE DEFENDANT JAMES E. PAYNE, JR., a-k-a JAMES E. PAYNE)

Being Lot No. 121 on the Plan of Glencoe Acres, of record in Book 1835, Pages 136, 137, and 138, Register's Office for Davidson County, Tennessee, more particularly described as follows:

Lot No. 121 begins at a point on the easterly margin of Dumas Drive at the common corner of Lots Nos. 121 and 122; thence in an easterly direction of 116 feet to a point, being the common corners of Lots No. 120, 121, and 122, thence in a southerly direction along the line dividing Lots Nos. 120 and 121, a distance of 164 feet to a point in the northerly margin of Mimosa Drive, thence in a westerly direction along the northerly margin of Mimosa Drive, 91.5 feet to a point at the beginning of a curve; thence in a northerwesterly direction around the curve, a distance of 39.3 feet to a point in the easterly margin of Dumas Drive; thence along the eastern margin of Dumas Drive in a northerly direction 139 feet to the point of beginning.

And being the same property conveyed to James W. Sanders and wife, Betty R. Sanders, by deed of Ed L. Long and wife, Ida Mai Long, as appears of record in Book 2840, page 477, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to easement tro Southern Bell Telephone & Telegraph Company, of record in Book 2099, Page 408, Register's Office of Davidson County, Tennessee; to restrictive covenants of record in Book 1788, Page 495, Book 2088, page 534, Book 2105, page 633, said Register's Office, and to plan of record in Book 1835, pages 136, 137, and 138, said Register's Office.

TERMS OF SALE: Sold to subject to any mortgages or prior liens of record, the sale is made on credit of less than six (6) months not more than twenty-four (24) months to the highest and best bidder. A note with security bearing interest from date for purchase money and retain a lien.

RAYMOND L. BARRETT,
Clerk and Master
HERMAN O. LOEWENSTEIN
Solicitor for Plaintiff
Doris Ann Willis
Deputy Clerk and Master
Insertion Dates: Oct. 1, 8, 15, 1974.

...Oct. 1, 1974

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

Commercial Union Bank

versus

Steven E. Payne Jr.

BOOK 4872 PAGE 120

To the Chancellor:

By a decree entered in this cause at the April *Term, 19* 74,

at page 161 *of Min. Book No.* 207 *the Clerk and Master was ordered to*

Sell *upon the terms hereinafter set out,*

the following described property, to wit:

(SELL ALL RIGHT, TITLE, AND INTEREST, INCLUDING THE RIGHT OF SURVIVORSHIP, OF THE DEFENDANT, JAMES E. PAYNE, JR., a/k/a JAMES E. PAYNE) to wit:

Being Lot No. 121 on the Plan of Glencoe Acres, of record in Book 1835, Pages 136, 137, and 138, Register's Office for Davidson County, Tennessee, more particularly described as follows:

Lot No. 121 begins at a point on the easterly margin of Dumas Drive at the common corner of Lots Nos. 121 and 122; thence in an easterly direction of 116 feet to a point, being the common corners of Lots No. 120, 121, and 122, thence in a southerly direction along the line dividing Lots Nos. 120 and 121, a distance of 164 feet to a point in the northerly margin of Mimosa Drive, thence in a westerly direction along the northerly margin of Mimosa Drive, 91.5 feet to a point at the beginning of a curve; thence in a northerwesterly direction around the curve, a distance of 39.3 feet to a point in the easterly margin of Dumas Drive; thence along the eastern margin of Dumas Drive in a northerly direction 139 feet to the point of beginning.

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This conveyance is made subject to easement tro Southern Bell Telephone & Telegraph Company, of record in Book 2099, Page 408, Register's Office of Davidson County, Tennessee; to restrictive covenants of record in Book 1728, Page 495, Book 2088, page 534, Book 2165, page 633, said Register's Office, and to plan of record in Book 1835, pages 136, 137, and 138, said Register's Office.

TERMS OF SALE: Sold to subject to any mortgages or prior liens of record, the sale is made on credit of less than six (6) months not more than twenty-four (24) months to the highest and best bidder. A note with security bearing interest from date for purchase money and retain a lien.

In obedience to said order, I respectfully report that I advertised, for the required time, in the Nashville Record *a newspaper published in the city of Nashville, stating that at* the South door of the Court House *in Nashville, at* 12 o'clock Noon *M., on* Thursday Oct 31, 19 74, *I would* Sell *said above described property upon said terms, at which time and place I attended and offered the same, when said property was fairly struck off and sold to* Ward of Mallory *for* 150.00. The purchaser complied by paying 150.00.

Respectfully Submitted:

Raymond L. Barrett Clerk & Master

By L.A. Cato D.C.M.

RECORDER'S MEMO:

Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

CERTIFICATE OF THE CLERK AND MASTER

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

I, RAYMOND L. BARRETT, 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 26th day of NOVEMBER, 1974, in Minute Book 208, Page 726, in the cause wherein COMMERCE UNION BANK, the Plaintiff, Vs. JAMES E. PAYNE, JR. a/k/a JAMES E. PAYNE, ET UX ETAL the Defendant, Rule Number A-3511, 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 29th day of NOVEMBER, 1974, and 199th year of American Independence.

RAYMOND L. BARRETT, CLERK & MASTER

BY James V. Barrett III
Deputy Clerk and Master

NOV29'74	CONV	* 150.00				
NOV29'74	S'TAX		A*	.26		
NOV29'74	PR'FEE		A*	.50		
NOV29'74	MISC		A*	12.00	*	12.76

IDENTIF. REFERENCE

FILED FOR RECORD AND REGISTER
DAVIDSON COUNTY, TENN.
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