DECREE ENTERED SEPTEMBER 16, 1975--MB. 94, PAGE 220

CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

I hereby certify that this is a true copy of original instrument filed in my office this 26 day of Sept. 1975
RAYMOND L. BARRETT Clerk & Master
By _____ Deputy Clerk

PART II

BOOK 4954 PAGE 998

HATTIE BURNS

Complainant

vs.

EDNA FITZGERALD

Defendant

NO. A 4148

D E C R E E

SEP 26 MISC A* 6.00 * 6.00

This cause came on to be heard before the Honorable Allen High, Chancellor, Part II, Chancery Court, Davidson County, Tennessee, on the 8th day of September, 1975, upon the complaint of Hattie Burns and the answer and amended answer of Edna Fitzgerald whereby; complainant, among other things, sought specific performance of a certain written contract for sale of real property entered into between the parties; and defendant alleging that said contract was not performed within a reasonable time and/or that complainant failed to perform within 60 days of the parties entering into said contract; said 60 days allegedly being an oral representation made to defendant by her agent as to when said sale would be consumated. The real property being the subject of this cause of action being described as:

> A house and lot at 605 North 5th Street, Nashville, Tennessee; Land in Davidson County, Tennessee,
>
> being Lot No. 17 on the Plan of Arrington Heights, Section III, as of record in Book 3300, page 99, Register's Office for said County.

The Court after hearing the stipulations, and reviewing the exhibits related thereto, as agreed upon between the respective counsels of the parties; the testimony of the witness called by complainant; the testimony of the parties; and the statements and arguments of the respective counsels

for the parties, is of the opinion that the contract entered into between the parties was complied with by complainant within a reasonable time and that defendant failed to perform under the terms and conditions of said contract, and that specific performance of the contract should be decreed, as well as certain damages being awarded to complainant, after the same can be ascertained. It is therefore;

ORDERED, ADJUDGED AND DECREED:

1. That defendant Edna Fitzgerald execute a good and valid dee, according to the terms of the real property contract of sale entered into between the parties, as well as executing any other instruments as may be required in "closing" the sale for said real property, and complainant, Hattie Burns, shall perform and do all things required to "close" the sale according to the terms of the contract, as well as doing such other things as required as an incident thereto, so as to convey from defendant to complainant the house and lot at 605 North 5th Street, Nashville, Tennessee; Being Land in Davidson County, Tennessee, being Lot No. 17 on the Plan of Arrington Heights, Section III, as of record in Book 3300, page 99, Register's Office for said County.

2. That complainant, Hattie Burns, and defendant, Edna Fitzgerald, shall in the immediate future meet at a time and place to be agreed upon to "close" the sale for the real property.

3. That damages are due Hattie Burns from Edna Fitzgerald for said Edna Fitzgerald's previous non-compliance under the terms of the contract entered into between the parties; The Court will retain jurisdiction of this cause to determine the amount of damages due Hattie Burns, since the same can not be determined any certainty until after the "closing" of the sale for the real

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