6.00

DECREE ENTERED JUNE 25, 1975--MB. 2P, PAGE 95 BOOK 5123 PAGE 433

L. KENNETH JOHNSON, ADMNR. CTA)
)
vs.) Rule No. A-2811-P, Chancery
) Court of Davidson County, Tenn.
ROBERT H. ALLEN ET AL)

D E C R E E .

This cause came on to be heard this 25th day of June, 1975, before the Honorable Shelton Luton, Judge of the Probate Court of Davidson County, Tennessee, upon the whole record in this cause, including the decree of sale and the Master's report made in obedience thereto, which report is as follows:

(HERE COPY THE REPORT OF SALE IN FULL).

And it appearing to the Court that Tract I was bid in by W. D. Taylor for the sum of $2,100.00, and that said W. D. Taylor has complied with his bid by paying into the registry of the Court said sum of $2,100.00; that Tract II was bid in by Doyle Boyd for the sum of $16,000.00, and that said Doyle Boyd complied with his said bid by paying into the registry of the Court said sum of $16,000.00; and it further appearing to the Court that Tract III was bid in by M. H. Webb, who complied with his bid by paying into Court the bid price of $10,100.00, but that an advance bid of $10,600.00 was made by the Southern Realty Investment Company, who complied with their said advance bid by posting an advance bid bond with the Master, and that said M. H. Webb has subsequently withdrawn his sum of $10,100.00 made in compliance with his bid at the sale;

And it further appearing to the Court that defendant, Mamie Allen Mooneyhan, has filed a motion and petition to confirm said sale as to Tracts I and II, and to have the sale of Tract III by the Master set aside, and decree entered directing the Master to advertise and re-sell said Tract III under advanced bids, said bidding at the second sale to begin with $10,600.00; and it further appearing to the Court that the report of the Master as to said Tracts I and II is unexcepted to:

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that all the right, title and interest of the parties to this suit, plaintiff and defendant, and each of them, in and to said Tract I be divested out of them, and be vested in said purchaser, W. D. Taylor, , as an indefeasible inheritance in fee simple forever, subject to taxes for the year 1975.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all the right, title and interest of the parties to this suit, plaintiff and defendant, and each of them, in and to said Tract II be divested out of them and be vested in the purchaser, Doyle Boyd, as an indefeasible inheritance in fee simple forever, subject to taxes for the year 1975.

The purchase money for said Tracts I and II having been paid into the registry of the Court, the Clerk and Master will make, acknowledge for registration, and deliver to the purchasers of said Tracts I and II a deed conveying the tract of land conveyed to each of them, as aforesaid, or will give each of them a certified copy of this decree, as a muniment of title, at their election, upon payment of the legal fees therefor; and upon application of the purchaser a writ of possession will be issued to put them into possession of the tract of land herein conveyed to them.

It is further ordered, adjudged and decreed by the Court that said sale of Tract III to M.H. Webb be set aside, and that the Master re-advertise said Tract III for re-sale, under advanced bids, according to law, said bidding at the second sale to begin at $10,600.00, said sale to be for cash, with title letter furnished, purchaser to assume payment of the 1975 taxes against said Tract III, the report by the Master as to the sale under advance bids to be made to the present term of court.

All other matters are reserved, particularly the distribution of the proceeds of sale from Tracts I and II.

Sheila Luton
Judge.

Approved for entry; copy of this decree mailed to all attorneys of record.

Thomas D. Nichols
Atty. for Mamie Allen Mooneyham.

Kenneth Johnson, Gdn.

versus

Robert Allen, et al

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To the Chancellor:

By a decree entered in this cause at the April *Term, 19* 75,

at page 777 *of Min. Book No.* 1 P *the Clerk and Master was ordered to*

Sell *upon the terms hereinafter set out,*

the following described property, to wit:

TRACT I

Beginning at a point on the northerly margin of Old Whites Creek Pike, Now Lock Road, said point being 595.7 feet east of ~~Old Whites Creek Pike, said point being 595.7 feet east of~~ the intersection of Page Avenue; thence in an easterly direction along the northerly margin of Old Whites Creek Pike, 110 feet to a point; thence north 33° 30' east 216 feet along an old fence; thence North 15° west 10 feet with said fence; thence North 48° 15' West 102.2 feet to a point; thence south 38° 12' West 217.8 feet to the northerly margin of Old Whites Creek Pike, the point of beginning.

Being the same property conveyed to Thomas R. Allen, (Same person as Thomas R. Allen, Jr.) by deed from W.E. Woodard and wife, of record in Book 2157, page 325, Register's Office of Davidson County, Tennessee."

(Tax Parcel: 13DA-01535; Map Parcel: 71-9-45)

TRACT II

A certain tract of land in the 12th Civil District of Davidson County, more specifically at the intersection of Lock Road and Whites Creek Pike, and described according to a survey made January 7, 1975, by Stanford and Associates, Inc., engineers, as follows:

Beginning at a point in the end of a Rock wall 16.5' (1 pole) from the centerline of Lock Road, said point being common to the South East most corner of U.S. Gov. property Lock One and 980' along Lock Road, North of the intersection of Lock Rd., and Whites Creek Pike.

Thence with the South West ROW of Lock Road, being 16.5 feet wide on each side, S40 56 35E 102.22'; thence S 46 29' 47" E 103.13'; thence S58 27" 33" E 101.95'; thence S 60 11' 39" E 99.78'; thence S 61 55' 41" E 100.87'; thence S59 19' 58"E 99.61'; thence S 59 43' 40"E 101.54'; thence S 56 53' 38"E 271.05' to the intersection of the ROW of Lock Road, and Whites Creek Road; thence with the ROW of Whites Creek Road, S50 24' 14"E 123.82' to a concrete monument in the said ROW and common to Nabor's property on his North line; thence with said Nabor's line N 80 39' 22" W 275.36' to a point in the North margin of an alley; thence with a fence and continuing with Nabor's property N 83 51' 03" W 360.61', to an iron pin in the Water's edge of the Cumberland River; thence with the Water line of said River to a point where the water's of Page's Branch intersect the same River N 32 16' 00" W 263.48'; thence continuing with the Cumberland River N 36 05' 28" W 379.01' to an iron pin in a rock wall extending into the Cumberland River; thence along the same rock wall and common to the U.S. Gov. Lock One property N 80 53' 37" E 95.35' to the point of beginning; record in Will Book 82, page 343, Office of the County Court Clerk of Davidson County, Tennessee and being the same property devised to Fred M. Allen, Jerry M. Allen, Robert H. Allen, and Mamie Allen Mooneyhan, under the Will of Dollie Kestner Allen, of record in Will Book 107, page 124, Office of the County Court Clerk of Davidson County, Tennessee.

Subject to:

1. Perpetual easement and right to flood premises as a result of the operations and maintenance of the Cheatham Lock and Dam Project on the Cumberland River, granted the United States of America, by deed of flowage easement from Thomas R. Allen, of record in Book 2149, page 559, Register's Office for Davidson County, Tennessee.

2. Easement for sanitary sewers and/or storm drainage granted Metropolitan Government of Nashville and Davidson County, Tennessee by Mrs. Dollie K. Allen, across premises as set out in instrument of record in Book 4006, page 616, Register's Office for Davidson County, Tenn.

(Tax Parcels: 12DA-12285 and 13DA-1620)

(Map Parcels: 71-13-1 and 71-9-3)

TRACT III

A tract of land in the 12th Civil District of Davidson County, Tennessee and described according to a survey made December 20, 1974 by Sanford and Associates, engineers, as follows:

Beginning in the west margin of Brick Church Pike, the southeast corner of the property being common to the northeast corner of Parcel 26;

Thence with a line common to Parcels 19, 21, 24, and 26 and passing Evergreen Ave., at 265' and Birch Ave., at 582' running a total of N 86 21' 46" W 747.21' to an iron pin; thence with the rear of Residential Lots No. 26' 10" E 213.42' to an iron pin in the Southern line of Lot Or Parcel 127; thence with a line following a fence line and common to Parcel 127, 128, 142, 141 and I passing Aline Ave., at 125' running S 86 30' 00" E 702.44' to an iron pin in the West ROW of Brick Church Pike common to the Southeast corner of Parcel or Lot 1; thence with the west ROW of Brick Church Pike S 11 08' 51" E 212.12' to the point of beginning and containing 3.560 ac +/-, more or less.

(Map Parcel: 71-14-25; Tax Parcel: 13DA-00370)

Being the same property conveyed to Mrs. M.A. Allen by deed from James Thompson, of record in Book 143, page 159, Register's Office for Davidson County, Tennessee, the said Mrs. M.A. Allen having since died.

Subject to easement for sanitary sewers and/or storm drainage granted the Metropolitan Government of Nashville and Davidson County, Tennessee, by Dollie Kestner Allen across premises, as set out in instrument of record in Book 4178, page 545, Register's Office for Davidson County, Tennessee.

TERMS OF SALE: Cash, to the highest and best bidder.

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

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

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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 the 29 *, 19* 76*, 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* as follows. Tract #1 to W. D. Taylor for $2100.00. The purchaser complied by paying $2100.00. Tract #2 to Wayne Boyd for $16000.00. The purchaser Complied by paying $16000.00. Tract #3 to W. H. Webb for $10100.00. The purchaser Complied by paying $10100.00. Haviner said bid has been advanced to $18600.00 by Leon Filbert who executed his advance bid bond for $1000.00 with Harris H Filbert surety. Said bond is made Ex. A. to this report.

Respectfully submitted
Raymond L. Burnett C.C.M.
By L. A. Cate D.C.M.

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Q. 22111 P

Kenneth Johnson Estate

vs. } REPORT OF SALE

Robert H. Robbins, et al

Filed ---------- Jan. 4, 19 77

T. A. Cole, C.C.C.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 16,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 11th DAY OF March 1977

Deputy Register

D93207

IDENTIF REFERENCE

MAR 11 12 23 PM '77

FELIX A. ELLIS, REGISTER
DAVIDSON COUNTY, TENN.

MAR 11 77	CONV	16,000.00			
MAR 11 77 S'TAX			B*	41.60	
MAR 11 77 PR'FEE			B*	.50	
MAR 11 77	W'DEED		B*	14.00	* 56.10

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ADVANCE BID BOND

We, Southern Realty Investment Company, principal, and Harris A. Gilbert, surety, acknowledge ourselves to owe, and to be indebted to Raymond L. Barrett, Clerk and Master of the Chancery Court of Davidson County, Tennessee, for the use of the parties to the hereinafter mentioned cause, as their respective rights and interests shall or shall be made to, appear, in the sum of One Thousand & no/100 damages liquidated, fixed, and now ascertained, for the due and proper payment of which we bind ourselves, our heirs, and representatives.

But the condition of this Bond is as follows: Pursuant to the decree of the Chancery Court of Davidson County, Tennessee, recorded in Book ____, Page ____, of the Records thereof, and pronounced in the case of L. Kenneth Folman, Admn. CTA vs. Robert Allen et al. (Rule No. A-2811-P) the land described in the said decree and the report of the sale thereof as TRACT III MAP 71-14-25 13 DA 00370 was on the 29th day of May, 1975, offered at public sale, and then sold to, or bid off, by, ____, the highest and best bidder, at the price of $10,100.00, which sale has not yet been confirmed; and,

WHEREAS, the above named Southern Realty Investment Co has this day advanced said bid the sum of $500.00, and in consideration that the bidding be reopened, and a resale had, has agreed and bound himself to bid, or cause to be bid, for said lands at such resale the sum of $10,600.00 (the amount of said original and advance bids), and also that if he be the purchaser at said price, he will well and truly comply with the terms of sale, and pay money and execute notes as thereby required;

Now in the event the biddings be reopened and a resale ordered upon his advance bid above mentioned, if we, or either of us, shall bid, or cause to be bid, for said land, at the said resale, the sum of $10,600.00, payable according to the terms of sale, and the said land shall then be sold at the said price to us, or either of us, or to a bidder procured by us, as the highest and best bidder, and such bidder shall duly comply with the terms of sale, by paying money and executing notes, as by the terms of sale shall be required, then and in that event this obligation shall be null and void, and of no effect.

But in the event we fail to do so—that is, fail to start the bids at, or to bid the said sum of $10,600.00, and fail (if the said bid be accepted as the highest and best bid made) to perform the same and comply with the terms of sale, this bond shall be and remain in full force and effect. And such failure being reported to the Court, by the Clerk and Master, we do hereby authorize, empower, and direct the Clerk and Master aforesaid, or his successor in office, to present said report and this Bond to the said Court, in open Court, and move the Court for judgment thereon, and then and there take judgment in his name as Clerk and Master, for the use of the parties aforesaid, by motion, without notice, against us, or the survivors of us, for the said sum of $1,000.00, the amount of this Bond.

In Witness Whereof, we have hereunto affixed our hands this, the 2nd day of June, 1975.

Southern Realty Inv. Co.

By Louis Gilbert, Secy.

Harris A. Gilbert

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 25th day of June, 19 75, in Minute Book 2P, page 95 in the cause wherein L. KENNETH JOHNSON,ADMR.CTA the Complainant, and ROBERT H. ALLEN,ET AL , are the Defendants, Rule Number A-2811-P, 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 16th day of December, 19 75, and 200th year of American Independence.

DEPUTY CLERK AND MASTER