DECREE ENTERED DECEMBER 17, 1976--M.B. 219, PAGE 75
IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE, PART I

Paid for in cash.

Map 94-1
Parcel No. 45

NASHVILLE CITY BANK & TRUST CO. §
§
§
VS. § CIVIL ACTION NO. A-687
§
§
JAMIE L. WINDSOR, ET AL §

O R D E R

BE IT REMEMBERED that this case came on to be heard on this the 17th day of Decmeber, 1976, before the Honorable Ben H. Cantrell, Chancellor, holding Part I of the Chancery Court at Nashville, upon the entire record in the case, but espicially upon the motion heretofore made by the Plaintiff to confirm the report of sale of the Clerk and Master as to the sale recently held of the interest of the Defendant, Jamie L. Windsor, in the real property involved in this case as set forth and fully described in Order entered on the 10th day of September, 1976, and recorded in Minute Book 217, page 245, of this Court, and the said report of sale of the Clerk and Master having heretofore been filed in this case, which report was made pursuant to said Order of Sale, which report is as follows:

(HERE COPY REPORT IN FULL)

And said report, being unexcepted to, is by the Court, on motion of the Plaintiff, in all things confirmed.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that all of the right, title and interest of the Defendant, Jamie L. Windsor, in and to said tract of land be and the same is hereby divested out of the said Jamie L. Windsor and the same is hereby vested in the purchaser, R. Marshall, Attorney, as an indefeasible inheritance, in fee simple, forever, subject to mortgage indebtedness of record in Book 3210, page 87, Register's Office for Davidson County, Tennessee.

And when said purchase money note executed by the purchaser, shall have been fully paid, the Clerk and Master will make, acknowledge for registeration, and deliver to said R. Marshall, Attorney, a deed conveying said property to him as aforesaid, or give to him a duly certified copy of this Order, as a muniment of title, at his election,

all of which is subject to the mortgage indebtedness heretofore mentioned.

It is further, ORDERED, ADJUDGED and DECREED by the Court that the purchaser may, upon application to the Court and at a proper time, have Writ of Possession to put him into the possession of said tract of land when he becomes entitled to such possession.

It further appearing to the Court that the purchase money note is less in amount than the judgment owing to the Plaintiff, by the Defendant, Jamie L. Windsor, it is further ordered by the Court that the amount of the court cost be paid from the proceeds of the said sale and that any amount over and above said court costs be credited upon the judgment heretofore rendered in this case against the Defendant, Jamie L. Windsor.

This case is retained in Court for all such further procedure as may be necessary in order to complete this litigation.

The Plaintiff may have an execution for all sums owing to it on the judgment heretofore entered which are not discharged by the purchase money note.

All of which is, accordingly, ORDERED, ADJUDGED and DECREED by the Court.

APPROVED FOR ENTRY:

Richard Marshall

RICHARD MARSHALL, Attorney for Plaintiff, Nashville, City Bank and Trust Company

ENTER, this the 17th day of December, 1976.

Ben H. Cantrell

BEN H. CANTRELL, Chancellor

CERTIFICATE OF SERVICE

I herby certify that on this the 17th day of December, 1976, I mailed a copy of the foregoing Order to the Defendant, Jamie L. Windsor, 1605 Electric Avenue, Nashville, Tennessee 37206, and to Davis H. Carr, Esquire, Attorney for Walter M. Noel, Trustee, and Walter M. Noel & Co., Inc., First American Center, Nashville, Tn. 37238

R. Marshall

RICHARD MARHSHALL, Attorney

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 4000.00
Richard Marshall Atty
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF July 1977.
Deputy Register

Nashville City Bank & Trust Co.

versus

Jamie L. Windsor, Et al

A-687

To the Chancellor:

By a decree entered in this cause at the April *Term, 19* 76,

at page 245 *of Min. Book No.* 217 *the Clerk and Master was ordered to*

sell

upon the terms hereinafter set out,

the following described property, to wit:

Land in Davidson County, Tennessee, being Lot No. 75 on the Map of Shelby Village No. 3, of record in Book 2083, page 6, Register's Office for said County and described as follows.

Beginning at a point in the northerly margin of Electric Avenue at the common corner of Lots 74 and 75; thence with the line between said lots, northwesterly 175.4 feet to the southerly margin of an alley; thence with said alley, westerly 32 feet to the common corner of Lots 75 and 160; thence with the easterly or rear line of Lots 160 and 159, southerly 93.7 feet to the common corner of Lots 78, 76, and 75; thence with the line between Lots 75 and 76, southeasterly 105.5 feet to the northerly margin of Electric Avenue; thence with the margin of same, 46.5 feet to the point of beginning.

Being the same property conveyed to C. V. Windsor, Jr. and wife, Jamie L. Windsor, by deed from Haury & Smith Contractors, Inc., of record in Book 3217, page 515, Register's Office for Davidson County, Tennessee.

TERMS OF SALE: Sale to be had on a credit of six (6) months and in bar of the equity of redemption. The Clerk and Master to take from the purchaser a note for the purchase price drawing interest from date of sale, and retaining a lien upon said interest in said parcel of land as security for the purchase price. Purchaser shall provide a satisfactory surety on the purchase money note satisfactory to the Clerk and Master.

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 Courthouse

in Nashville, at 12:00 Noon *M., on* Thursday, December 2, *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* to R. Marshall, Attorney for $400.00. The purchaser complied by executing his six months purchase note in the amount of $400.00.

Respectfully submitted,

Raymond L. Barrett, Clerk & Master

By

Deputy Clerk and Master

BOOK 5170 PAGE 296

A-687

Nashville City Bank & Trust Co.

vs. } REPORT OF SALE

Jamie L. Windsor, Et al

Filed December 2, 19 76

D. C. [illegible]

CERTIFICATE OF THE CLERK AND MASTER

FEE
IDENTIF. REFERENCE
JUL 13 10 46 AM '77
REGISTER DAVIDSON COUNTY, TENN.

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 17th day of December, 1976, in Minute Book 219, Page 75 in the cause wherein Nashville City Bank and Trust Co. the Complainant, and Jamie L. Windsor, et al the Defendant, Rule Number A-687, 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 12th day of July, 1977, and 201st year of American Independence.

RAYMOND L. BARRETT, Clerk and Master

By: Patricia G. Bowie
Deputy Clerk and Master

JUL 13	CONV	* 400.00		
JUL 13	S'TAX		3* 1.04	
JUL 13	PR'FEE		3* .50	
JUL 13	RECORD		3* 10.00	* 11.54