DECREE ENTERED APRIL 20, 1979-M.B. 228, PAGE 159.
IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

PART I

BOOK 5440 PAGE 118

MR. AND MRS. BILLY STEWART,

Plaintiffs,

VS. NO. 78-815-I

CARLESS LEE MEADOWS,

Defendant.

IDENTIF. REFERENCE
MAY 24 11 38 AM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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DECREE

This cause came on for a hearing on the 28th day of March, 1979 before the Honorable Ben Cantrell, Chancellor for Davidson County, Tennessee, upon the plaintiff's complaint for specific performance, the defendant's answer thereto, the testimony of the plaintiffs and their corroborating witnesses, the testimony of the defendant and argument by counsel. From all of which, the court finds as follows:

A contract to sell the house and lot located at 307 Dinwiddie Drive, Madison, Tennessee was entered into by the parties hereto providing for the payment of $190.00 cash and the assumption of the defendant's mortgage. Plaintiffs have established the existence of such contract by their testimony and the testimony of the corroborating witnesses. The testimony of the defendant is too inconsistent to cast doubt on the existence of such contract and its terms.

The court further finds that the defendant delivered all indices of possession of the real estate to the plaintiffs on or about September 2, 1975, allowed them to live there undisturbed for a period of three years with knowledge of improvements made by the plaintiffs at their own expense and by their own labors, and with knowledge that the plaintiffs made a total of 42 monthly mortgage payments in reliance on said agreement. The court also finds that the defendant did not inform the plaintiff that he would not execute a deed in their favor for a period of approximately three years.

The court further finds that the writing signed by the defendant is not sufficient to satisfy the Statute of Frauds because

the writing does not specify the county or city where the property lies. However, the court is of the opinion that the defendant should be equitably estopped to deny the agreement to sell said real estate due to the change in the position of the parties in reliance on said agreement and that in this case, the doctrine of equitable estoppel is sufficient to defeat the Statute of Frauds.

The court further finds that although the defendant did not have good and marketable title to said real estate on September 2, 1975, when the agreement was made, the defendant did subsequently obtain good and marketable title to said real estate by virtue of a quitclaim deed from Ethel Pauline Meadows, the defendant's former wife, to the defendant dated January 12, 1976 and recorded in Book 4990, page 337, Register's Office for Davidson County, Tennessee. Accordingly, the court finds that mutuality of remedy existed as of the date of the hearing in this cause, inasmuch as title has been completely vested in the defendant. The court finds that, based on all of the proof, specific performance is the better remedy and will lie in this action. It is therefore:

ORDERED, ADJUDGED, AND DECREED, that an agreement to sell the house and lot located at 307 Dinwiddie Drive in Madison, Tennessee did exist between the parties hereto, and that the doctrine of equitable estoppel should be applied in this case to prevent the defendant from denying said agreement or asserting the Statute of Frauds.

IT IS FURTHER ORDERED, that the remedy of specific performance will lie in this case and that the title to the following described property is hereby divested out of the defendant, Carless Lee Meadows and vested in the plaintiffs, Billy Stewart and wife, Paula Stewart. The property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 20 on the Plan of Stanley Heights, of record in Book 3300, page 74, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 20 fronts 60.0 feet on the northerly margin of Dinwiddie Drive and extends back 172.3 feet on the easterly line and 169.9 feet on the westerly line to a dead line in the rear measuring 60.3 feet thereon.
>
> Being the same property conveyed to Carless Lee Meadows and wife, Ethel Pauline Meadows by deed from Murphee Realty Company of record in Book 4383, page 585, Register's Office of Davidson County, Tennessee by subsequently conveyed Carless Lee Meadows by Quitclaim Deed from Ethel Pauline Meadows of record in Book 4990, page 737, Register's Office for said County.

IT IS FURTHER ORDERED, that a certified copy of this decree shall be recorded in the Register's Office for Davidson County, Tennessee and shall have the effect of divesting title in said property out of Carless Lee Meadows and vesting title to the above described property in Billy Stewart and wife, Paula Stewart, as if said decree were a deed conveying the same. Said conveyance shall be subject to all liens or encumbrances of record in the Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED that the costs of this cause shall be taxed agains the defendant for which execution may issue if necessary.

ENTERED this 20th day of April, 1979.

Ben H. Cantrell
BEN CANTRELL, CHANCELLOR

APPROVED FOR ENTRY:

WOODS & WOODS
A Professional Association

By _____
James N. Bryan, Jr.
Attorney for plaintiffs

121 17th Avenue South
Nashville, Tennessee 37203
615/259-4366

AFFIDAVIT OF VALUE

The consideration for this transfer was $10,613.82.

Paula Stewart
PAULA STEWART

Sworn to and subscribed before me on this 23rd day of May, 1979.

Cathy L. Patterson
NOTARY PUBLIC

My Commission Expires:

Send tax Bills to:
Mr. + Mrs Billy Stewart
309 Dinwiddie Dr
Madison, Tenn 37115

MAP - Parcel Number:
110 - 27250

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 20th day of April, 1979, in Minute Book 228, Page 159, in the cause wherein MR. AND MRS. BILLY STEWART, Complainant and CARLESS LEE MEADOWS, Defendant File No. 78-815-I, 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 22nd day of April, 1979, and 203rd year of American Independance.

RAYMOND L. BARRETT,
CLERK AND MASTER

BY _____
DEPUTY CLERK AND MASTER

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5440 PAGE 122

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			10613.82- CO	
			27.56 CO TX	
			.50 PRFEE	
			8.00 MISC.	
			CHECK	36.06-
4940A	05/24/79		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

MAY 24 11 38 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 686011