JCP
File Box 6

IN THE CHANCERY COURT, PART I, DAVIDSON COUNTY, TENNESSEE

THE STATE OF TENNESSEE IN ITS OWN BEHALF AND FOR THE USE AND BENEFIT OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE,

Plaintiff

vs.

DELINQUENT TAXPAYERS AS SHOWN ON THE 1978 REAL PROPERTY TAX RECORDS OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE,

BOBBY JOE GRIGGS, ET UX

Defendant(s)

BOOK 5714 PAGE 395

File - Tax Civil Action Number 80-400-I

Control Number 0142-5100

FILED
1981 FEB 13 AM 9 22
CLERK & MASTER
CHANCERY CT.
D.C. TN

RECEIPT OF REDEEMING CREDITOR

Commerce Union Bank, a creditor of Bobby Joe Griggs, as set forth in the Motion to Redeem and to Have Property Titled in the Name of Commerce Union Bank, attached hereto as Exhibit A and incorporated herein by reference, has redeemed from the Metropolitan Government of Nashville and Davidson County, Tennessee (hereinafter referred to as "Metro") the real property described in Exhibit A by tendering on February 6, 1981 to the Clerk and Master the sum of Five Thousand Six Hundred Nine and 66/100 Dollars ($5,609.66), representing the bid of Metro at a Chancery tax sale in this cause held on January 15, 1981, plus interest at the rate of six percent (6%).

Commerce Union Bank hereby acknowledges that it has credited the account of Bobby Joe Griggs, the debtor in the cause, in the amount of Five Hundred Fifty-Eight and 85/100 Dollars ($558.85), representing ten percent (10%) of the sum bid by Metro at the original tax sale, the amount required to be credited to the debtor in a redemption pursuant to TCA §64-810.

ATTEST

COMMERCE UNION BANK

BY:

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Melanie A. Carter, a Notary Public within and for the State and County aforesaid, personally appeared A. Babich and W. A. Stringer with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the Assistant Vice President and Vice President respectively of COMMERCE UNION BANK, the within named bargainor, a corporation, and that they as such Assistant Vice President and Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said A. Babich as such Asst. Vice President and attesting the same by the said W. A. Stringer as such Vice President.

WITNESS my hand and official seal at office at Nashville, Tennessee on this 13th day of February, 1981.

Melanie A. Carter
NOTARY PUBLIC

My Commission Expires: Oct. 18, 1981

Clerk and Masters Office

RAYMOND L. BARRETT, C. & M.

BOOK 5714 PAGE 397

№ 121409

Nashville Feb. 6, 1961 General Receipt No.

RECEIVED FROM Commerce Union Bank

State

No. VS.

DIP (Bobby Joe Driggs)

Funds Held in Trust Tenders to Redeem	5,609.66
State Tax on Litigation	
County Tax on Litigation	
C. & M. Fees, Raymond L. Barrett	
Former C. & M. Fees	
Officers Fees, Regular	
Officers Fees, Regular	
Officers Fees, Regular	
Officers Fees, County	
Officers Fees, County	
Officers Fees, County	
Officers Fees, Field	
Officers Fees, Field	
Witness Fees	
Witness Fees	
Witness Fees	
Advertising	
Miscellaneous	
TOTAL	5,609.66

RAYMOND L. BARRETT, C. & M.

By

EXHIBIT "A"

IN THE CHANCERY COURT, PART I, DAVIDSON COUNTY, TENNESSEE

THE STATE OF TENNESSEE IN ITS OWN BEHALF AND FOR THE USE AND BENEFIT OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, Plaintiff vs. DELINQUENT TAXPAYERS AS SHOWN ON THE 1978 REAL PROPERTY TAX RECORDS OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, BOBBY JOE GRIGGS, ET UX, Defendant(s)	)	BOOK 5714 PAGE 398 File - Tax Civil Action Number 80-400-I Control Number 0142-5100

DAVIDSON CO. TENN.
FILED & RECORDED
DEC 8 11 3 PM '80
REGISTER'S OFFICE

MOTION TO REDEEM AND TO HAVE PROPERTY TITLED IN THE NAME OF COMMERCE UNION BANK

Commerce Union Bank, a bona fide creditor of Bobby Joe Griggs, et ux, as shown by the copies of a note and deed of trust attached as Exhibits "A" and "B" hereto, hereby moves the Court:

1. To accept the sum tendered by Commerce Union Bank as a redeeming creditor and pay such sum over to the Metropolitan Government of Nashville and Davidson County, Tennessee, the purchaser at the January 15, 1981 Chancery tax sale of certain real property located in Davidson County, Tennessee, hereinafter referred to as the "Property", more particularly described in Exhibit "C" hereto, such sum being in the amount of Five Thousand Six Hundred Nine and 66/100 Dollars ($5,609.66), which represents the statutory amount payable on redemption (purchase price with interest at six percent (6%) per annum) as set forth in T.C.A. §64-810.

2. For an order recognizing Commerce Union Bank as the party redeeming the Property.

3. For an order vesting title to the Property in Commerce Union Bank.

EXHIBIT "A"

4. If it is necessary for this cause to be heard, for an order setting this cause to be heard on February 13, 1981, at 9AM.

Respectfully submitted,

DEARBORN & EWING

BY: John C. Phipps II
John C. Phipps II
Attorney for Commerce Union Bank

I certify that a copy of the foregoing has been hand delivered to the office of Sara E. Sedgwick, Metropolitan Attorney, Metro Courthouse, on this the 6th day of February, 1981.

John C. Phipps II
John C. Phipps II

cc: Mr. Bobby Joe Griggs
Attention: Elaine Anderson
P.O. Box 100391
Nashville, TN 37210

DEED OF TRUST NOTE
"DEED OF TRUST" OR INSTALLMENT DEED

BOOK 5714 PAGE 400

$ [illegible] This 10th day of January 19 80 at Donelson Tennessee

For value received we promise to pay to the order of Commerce Union Bank

the principal sum of SEVENTY ONE THOUSAND SIX HUNDRED EIGHTY ONE & 09/100 Dollars

($ 71, 681.09), in ~~installments as follows: On the~~ day of ~~19~~

the sum of ~~Dollars ($), and thereafter~~

payable on demand, plus interest from date to maturity at the rate of 2% in excess of the prime rate (ie the minimum rate charged by Commerce Union Bank to its largest and best commercial customers for ninety (90) day unsecured loans), said rate to change whenever there is a change in Commerce Union Bank's prime rate, but not to exceed the maximum effective rate in effect from time to time.

All installments of both principal and interest due on this note are payable at par in lawful money of the United States of America at a place designated by the holder.

This note is secured by a Trust ~~deed~~ deed of even date recorded in the Register's Office of Davidson County, Tennessee, made by Bobby Joe Griggs and wife Priscilla Kay Griggs to James L. Robinson, Trustee, conveying two tracts of land of record in Book _____, Page _____, Register's Office aforesaid.

Privilege is reserved of paying any number of said payments or this note may be paid in full on any paying date, ~~without~~ penalty.

Demand, notice and protest are expressly waived and if not paid in full at the time and in the manner above specified, ~~then~~ all principal and accrued interest shall, at the option of the legal holder hereof, become at once due and payable without ~~notice and~~ in the event of such default, I will pay all expenses and costs, including reasonable attorney's fees, incident to collection.

Bobby Joe Griggs

Priscilla Kay Griggs

THIS FORM FURNISHED BY PIONEER NATIONAL TITLE INSURANCE COMPANY

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The undersigned, after first being duly sworn, would state that the foregoing is a true and correct copy of the original Note held by Commerce Union Bank.

TITLE: A.V.P.

Sworn to and subscribed before me this 6th day of February, 1981.

Bill F. Powers
NOTARY PUBLIC

My Commission Expires: 4-22-84

DEED OF TRUST NOTE
"DEED OF TRUST" OR "INSTALLMENT DEED"

83,513.68 This 17th day of October 19 77 at Donelson Tennessee

For value received we promise to pay to the order of Commerce Union Bank
principal sum of EIGHTY THREE THOUSAND FIVE HUNDRED THIRTEEN & 68/100 Dollars
83,513.68)XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
x

payable $1500.00 monthly including principal and interest at 10% until entire balance is paid in full.

All installments of both principal and interest due on this note are payable at par in lawful money of the United States of merica at a place designated by the holder.

This note is secured by a Trust deed of even date recorded in the Register's Office of Davidson County, Tennessee, made by Bobby Joe Griggs and wife Priscilla Kay Griggs, James L. Robinson, Trustee, conveying two tracts of land of record in Book 4915, page 351, Register's Office aforesaid.

Privilege is reserved of paying any number of said payments or this note may be paid in full on any paying date, without enalty.

Demand, notice and protest are expressly waived and if not paid in full at the time and in the manner above specified, then ll principal and accrued interest shall, at the option of the legal holder hereof, become at once due and payable without notice and n the event of such default, I will pay all expenses and costs, including reasonable attorney's fees, incident to collection.

x Bobby Joe Griggs

x Mrs. Priscilla Kaye Griggs

THIS FORM FURNISHED BY PIONEER NATIONAL TITLE INSURANCE COMPANY

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The undersigned, after first being duly sworn, would state that the foregoing is a true and correct copy of the original Note held by Commerce Union Bank.

[signature]

TITLE: A. V. P.

Sworn to and subscribed before me this 17th day of February, 1981.

Betty R. Powers
NOTARY PUBLIC

My Commission Expires: 4-22-84

DEED OF TRUST NOTE

"DEED OF TRUST" OR "INSTALLMENT DEED"

BOOK 5714 PAGE 402

$ 78,500.00 This 13th day of May 19 75 at Donelson, Tennessee

For value received we promise to pay to the order of Commerce Union Bank the principal sum of SEVENTY EIGHT THOUSAND FIVE HUNDRED & 00/100 Dollars ($ 78,500.00), ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ ~~the sum of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Dollars ($ xxxxxxxxxxx), and xxxxx~~ xxxxxx payable on demand, payable $1000.00 per month including principal and interest at 10% until entire balance is paid in full.

All installments of both principal and interest due on this note are payable at par in lawful money of the United States of America at a place designated by the holder.

This note is secured by a Trust deed of even date recorded in the Register's Office of Davidson County, Tennessee, made by Bobby Joe Griggs and wife Priscilla Kay Griggs to James L. Robinson, Trustee, conveying Two Tracts of Land of record in Book ________, Page________, Register's Office in said county.

Privilege is reserved of paying any number of said payments or this note may be paid in full on any paying date, without penalty.

Demand, notice and protest are expressly waived and if not paid in full at the time and in the manner above specified, then all principal and accrued interest shall, at the option of the legal holder hereof, become at once due and payable without notice and in the event of such default, I will pay all expenses and costs, including reasonable attorney's fees, incident to collection.

____________________ Bobby Joe Griggs

____________________ Priscilla Kay Griggs

THIS FORM FURNISHED BY TENNESSEE TITLE OFFICE OF PIONEER NATIONAL TITLE INSURANCE CO.

FORM 10-15 HEARTY REV 5/24/73

AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The undersigned, after first being duly sworn, would state that the foregoing is a true and correct copy of the original Note held by Commerce Union Bank.

____

TITLE: A.V.P.

Sworn to and subscribed before me this 6th day of February, 1981.

Betty C. Powers
NOTARY PUBLIC

My Commission Expires: 4-23-84

This instrument prepared by Commerce Union Bank - Donelson

BOOK 5211 PAGE 421

DEED OF TRUST

FOR AND IN CONSIDERATION OF One Dollar to us paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, Bobby Joe Griggs and wife Priscilla Kay Griggs have this day bargained and sold, and do hereby transfer and convey, to James L.Robinson Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows:

TRACT I: Land in Davidson County, Tennessee, being Lot No. 23 in the Fairfield Village Plan as of record in Book 21, page 82, Register's Office for said County. Said Lot No. 23 fronts 50 feet on the North side of Lebanon Pike and runs back between parallel lines about 180 feet to an alley.

TRACT II: Land in Davidson County, Tennessee, being the easterly 16-2/3 feet of Lot No. 21, the westerly 16-2/3 feet of Lot No. 22 and the easterly 33-1/3 feet of Lot No. 22 on Pagoet's Fairfield Village Plan as of record in Book 21, page 82, Register's Office for Davidson County, Tennessee.

Said parts of Lots Nos. 21 and 22 adjoin and front together 66-2/3 feet on the northerly side of Hermitage Avenue and run back between parallel lines, 170 feet to an alley at the rear of which it measures 66-2/3 feet thereon.

Being the same property conveyed to Bobby Joe Griggs and wife Priscilla Kay Griggs by deed from Commerce Union Bank, a Tennessee banking corporation, of record in Book 4915, page 351, Registet's Office aforesaid.

TO HAVE AND TO HOLD said property to the said James L. Robinson Trustee, and his successor in trust, forever. We covenant that we are lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered. We further covenant and bind ourselves, our heirs and representatives, to warrant and defend the title to said property to the said James L.Robinson Trustee, and his successor in trust, and his assigns, forever, against the lawful claims of all persons.

But this conveyance is made in trust for the following uses and trusts, and for no other purpose:

To secure the payment of a note of even date herewith executed by Bobby Joe Griggs and wife Priscilla Kay Griggs payable to the order of Commerce Union Bank in the original amount of $83,513.68 with principal and interest payable as provided in said note and any extensions or renewals of said note.

This Deed of Trust is given to further secure Commerce Union Bank or its assigns any and all such other sums as may be from time to time advanced to the borrower herein by said Commerce Union Bank, it being the intention that Commerce Union Bank may at its option make several additional loans and that this Deed of Trust will be held as additional collateral to all such loans until released in full.

Now if We, Bobby Joe Griggs and wife Priscilla Kay Griggs shall pay the sum aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if we fail to pay the said sum of money when due as aforesaid, or any part of said sum, according to the terms above expressed, then all of the indebtedness hereby secured shall, at the option of the owner thereof and without notice, become immediately due and payable, and upon such default, this conveyance remaining in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving 21 days' notice, by three publication in any newspaper in Davidson County, Tennessee, to sell said property at the Courthouse door in said County, to the highest bidder for cash and free from equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized to make a deed to the purchaser. The creditor may bid at any sale under this conveyance. We agree that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

And We agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $ insurable value until the sum herein secured is fully paid, and to have the loss made payable on the policy to said Trustee for the benefit of the owners and holders of the debt herein secured. We agree to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments and to pay them when due; and in case We fail to do either, said Trustee or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee:

First—To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust.

Second—To pay said debt, or any balance thereof then remaining unpaid.

Third—The residue to be paid to grantors or order. And in case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to James L. Robinson, Trustee, shall be vested in said successor.

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

In the event of a sale of said property under and by virtue of this trust, the said grantors and all persons holding under them shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice.

It is further agreed that the said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

This 17th day of October, 19 77

/s/ Bobby Joe Griggs

/s/ Mrs Priscilla Kaye Griggs

OCT 19 RENTS $4513.68

OCT 19 STAR $ 81.50

OCT 19 PETE $ 50

OCT 19 FEE $ 4.00 $86.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Bobby Joe Griggs and wife Priscilla Kay Griggs

the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Donelson, Tenn. this 17th day of October, 19 77.

My commission expires 8-1-81 Notary Public

STATE OF TENNESSEE
COUNTY OF

Before me, a Notary Public of the State and County aforesaid, personally appeared and with whom I am personally acquainted, and who, upon oath, acknowledged to be and respectively of the the within named bargainor, a corporation, and that as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said as such and attesting the same by the said as such

Witness my hand and seal, at office in this day of , 19

Notary Public

Commission expires

This instrument was prepared by:

NAME ADDRESS

DEED OF TRUST

FROM

TO

E 3 1 7 5 6 4

IDENTIF. REFERENCE

Oct 19 8 43 AM '77

FELIX T. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

Pioneer National Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

RECORDER'S MEMO:
Document Unsatisfactory

EXHIBIT C

TRACT NO. I:

Land in Davidson County, Tennessee, being Lot No. 23 in the Fairfield Village Plan, as of record in Book 21, page 82, Register's Office for said County.

Said Lot No. 23 fronts 50 feet on the North side of the Lebanon Pike and runs back between parallel lines about 180 feet to an alley.

TRACT NO. II:

Being the easterly 16-2/3 feet of Lot No. 21, the westerly 16-2/3 feet of Lot No. 22 and the easterly 33-1/3 feet of Lot No. 22 on the Pageot's Fairfield Village Plan, as of record in Book 21, page 82, Register's Office for Davidson County, Tennessee.

Said parts of Lot Nos. 21 and 22 adjoin and front together 66-2/3 feet on the northerly side of Hermitage Avenue and run back between parallel lines, 170 feet to an alley at the rear of which it measures 66-2/3 feet thereon.

TRACT NOS. I AND II being the same property conveyed to Bobby Joe Griggs and wife, Priscilla Kay Griggs, by deed from Commerce Union Bank, a Tennessee banking corporation, of record in Book 4915, page 351, Register's Office for Davidson County, Tennessee.

CERTIFICATE OF THE CLERK AND MASTER

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

I, CHRISTINA NORRIS, 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 RECEIPT OF REDEEMING CREDITOR FILED FEBRUARY 13, 1981

of said Court, in the cause wherein STATE OF TENNESSEE,

PLAINTIFF ( ), VS. DELINQUENT TAXPAYERS 1978 and BOBBY JOE GRIGGS, ET UX,

DEFENDANT ( ), FILE NO. 80-400-I, as the same appears of record and now on file in my office.

Control No. 0142-5100

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 25th day of February, 19 81, and 206th year of American Independence.

CHRISTINA NORRIS, CLERK AND MASTER

BY Doris Arnold
DEPUTY CLERK AND MASTER

IDENTIF. REFERENCE

FEB 25 3 41 PM '81

FEE $ 2.00 REGISTER
DAVIDSON COUNTY, TENN.

02 3 00 7 6 CHEC

1689