IN THE CHANCERY COURT PART II FOR DAVIDSON COUNTY

AT NASHVILLE, TENNESSEE

ORDER FILED & ENTERED 7-15-83
MINUTE BOOK 125 PAGE 467

J. WHITNEY CONVISER,
Plaintiff

vs.

NO. 83-814-II

PAUL DENNIS STREEVALL, ET AL,
Defendants

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FINAL DECREE

This cause came on to be heard this 15 day of July, 1983, before HONORABLE C. ALLEN HIGH, Chancellor, holding Chancery Court Part II for Davidson County, Tennessee, upon the original Complaint, the answer of JOE WEBB, Trustee, the order pro confesso as to the remaining Defendants and each of them, affidavits of record, testimony of Plaintiff and witnesses in his behalf and upon the entire record in this cause.

From all of the foregoing the Court finds that Plaintiff J. WHITNEY CONVISER is the lawful owner of the certain real property described in his original Complaint, subject to the vendors lein set up in favor of Defendant DEWEY E. MOORE and wife ESTHER R. MOORE by installment Deed of record in Book 4649, page 156, Register's Office for Davidson County, Tennessee; that there is a break in the chain of title by the inadvertant loss of the certain deed from Defendants ROBERT LEE and JOHNNY BUSSELL to Defendants PAUL DENNIS STREEVAL and wife RUTH MARIE STREEVAL, which deed was dated simultaneously with the certain Deed of Trust from said STREEVALS to DENNIS WRIGHT, Trustee as of record in Book 4814, page 502, Register's Office for Davidson County, Tennessee;

UPON CONSIDERATION WHEREOF IT IS DECREED by the Court that Plaintiff, J. WHITNEY CONVISOR, is the owner of said land described in his original Complaint, and the Deed from Defendants ROBERT LEE and JOHNNY BUSSELL to PAUL DENNIS STREEVAL and wife, RUTH MARIE STREEVAL has been lost without fault on Plaintiff's part, and that such conveyance is hereby set up and established clearing his title

to such land and perfecting the chain of title coming to him.

IT IS FURTHER ORDERED by the Court that such lost Deed is in words and figures as follows:

"For and in consideration of the sum of ten dollars, cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, we ROBERT LEE and JOHNNY BUSSELL, hereinafter called Grantors, have bargained and sold, and by these presents do transfer and convey unto PAUL DENNIS STREEVAL and wife RUTH MARIE STREEVAL, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: "BEING a tract of land on the Plan of DEWEY E. MOORE LANDS, according to a survey by M. H. REGAN, Surveyor, dated August 19, 1957, and being more particularly described as follows: BEGINNING at an iron pin in the northeast corner of the property conveyed to MINCY MAY A PARADISE and husband, as of record in Book 4530, page\583, RODC, Tennessee; thence westerly along the PARADISE'S northerly line 302 feet, more or less, to an iron pin; thence north 4°55' East 439 feet, more or less, to an iron pin; thence south 88°03' east 306 feet, more or less, to an iron pin; thence south 5°22' west 460 feet, more or less, to a point in the easterly margin of a 35 foot lane and right-of-way. (Said point being 247 feet, north of an iron pin in the easterly margin of said lane and right-of-way) thence westerly 35 fee, more or less to the point of begining.. BEING THE SAME PROPERTY CONVEYED TO JOHNNY BUSSEL and ROBERT LEE by deed from GABE C. CARNAHAN and wife, DELLA K. CARNAHAN as of record in Book 4790, page 855, RODC Tennessee. "To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the Grantee, their heirs, successors and assigns, forever.
"And the Grantor convenants with the Grantee that he is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land in unencumbered, except for a certain vendors lien of record in Book 4649, page 156.
"The Grantor further covenants and binds himself, his heirs, successors and representatives to warrant and defend the title to the said land to the Grantee, his heirs, successors and assigns against the lawful claims of all persons whomsoever.
"IN WITNESS whereof the Grantor has hereunto set hand on this 2nd day of April, 1974.
S/ JOHNNY BUSSELL, Grantor S/ ROBERT LEE, Grantor
"STATE OF TENNESSEE
COUNTY OF DAVIDSON
Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared the within named JOHNNY BUSSELL and ROBERT LEE, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.
"WITNESS my hand and official seal at Nashville, Tennessee, on the 2nd dat of April, 1974.
S/valid Notary Public's signature
"My Commission expires (valid expiration date)"

Plaintiff shall pay the costs of the cause, for which execution may issue if necessary.

ORDERED this 15 day of July, 1983.

CHANCELLOR

APPROVED FOR ENTRY:
DOAK & HOLLAND

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Clyde Paul Holland
2740A Old Lebanon Road
Nashville, Tn 37214
889-1112

I certify that a copy of the foregoing order has this 16 day of July been forwarded to Defendant Joe B. Webb, Trustee at 914 North 1st Street P O Box 8044, Nashville, Tn, and to Mr & Mrs Dewey E. Moore at 1211 Rugby, Nashville, Tn 37207.

by John H Doak
Clyde Paul Holland

I hereby certify that this is a true copy of original instrument filed in my office.

This 21 day of July 1983
CHRISTINA NORRIS Clerk & Master
By _____ Deputy Clerk

RUSH

IDENTIF. REFERENCE

JUL 22 12 10 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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