Nov-8-1972

I Louise Greene of sound mind leave my friend, Louella Cherry my home and belonging for being a good true friend to me I also leave my brother $5.00.

RUSH

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IDENTIF. REFERENCE

Dec 29 12 42 PM '84

REGISTER OF DEEDS
DAVIDSON COUNTY, TN

FILED

1975 JUN -6 AM 11:45

R. E. MORRAIL, COUNTY CLERK
DAVIDSON CO. PROBATE CT.

In re:

Estate of

INA LOUISE GREENE

Deceased

Rule No. 61092, Probate Court of Davidson County, Tennessee

M.B. 237-90

AGREED ORDER

WHEREAS, on May 14, 1975, Louella Cherry, Dewey Pedigo and Maria M. Greene entered into a Compromise Settlement of Estate of Ina Louise Greene;

(HERE COPY "COMPROMISE SETTLEMENT OF ESTATE")

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WHEREAS, pursuant to said agreement, the will of Ina Louise Greene was probated in this Honorable Court on the 28th day of May, 1975; and

WHEREAS, pursuant to said agreement, it was agreed by all parties that the Administrator of the estate, L. Kenneth Johnson, would disburse said estate in accordance with said Compromise Settlement of Estate.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, and as agreed by all parties interested in the estate of Ina Louise Greene, deceased, that the Administrator, L. Kenneth Johnson, C.T.A., shall disburse the estate as set forth in the Compromise Settlement of Estate.

This the 6th day of June, 1975.

JUDGE

APPROVED FOR ENTRY:

HARRY G. NICHOLS
Attorney for Louella Cherry

DEWEY W. PEDIGO
Attorney for Maria M. Greene,
Legal Guardian of Louise Greene,
the heir at law of Ina Louise
Greene had she died intestate

In re:)
)
Estate of)
) Rule No. 61092, Probate Court
INA LOUISE GREENE,) of Davidson County, Tennessee.
)
Deceased.)

COMPROMISE SETTLEMENT OF ESTATE.

WHEREAS, Ina Louise Greene, a resident of Nashville, Davidson County, Tennessee, died February 10, 1975, and at the request of the representatives of the next of kin of said Ina Louise Greene, L. Kenneth Johnson qualified as administrator of the estate in the Probate Court of Davidson County, Tennessee and has been acting as such administrator and to date has concluded most of the services necessary to administer said estate, but a few items remain, including the filing of a State Inheritance Tax report; and,

WHEREAS, since the said L. Kenneth Johnson qualified as administer there has been produced a last will and testament of said Ina Louise Greene, and Louella Cherry, a beneficiary under said will has filed a petition in the Probate Court to have said will probated, which proceeding is now pending; and

WHEREAS, said will is in words and figures as follows:

"Nov. 8, 1972.

"I Louise Greene of sound mind leave my friend, Louella Cherry my home and belonging for being a good true friend to me I also leave my brother $5.00.";

and

WHEREAS, the assets of the estate of Ina Louise Greene, as furnished by the administrator, show the following assets, to wit:

First American National Bank..... $5,015.56
Commerce Union Bank..... 2,289.06
Commerce Union Bank..... 1,348.49
Commerce Union Bank..... 11,065.56, and
The administrator had a public sale at auction of other personal property, household furniture and miscellaneous assets, on March 8, 1975 on the premises of the home, 1614 Fatherland Street, which home was owned by the deceased, and the net sales of the assets netted to administrator. ,$2,086.14.
and
Cash on hand at death..... 620.00

WHEREAS, the administrator has furnished Louella Cherry a statement of all disbursements made by him to date, itemized, which has been approved by said Louella Cherry and the representative of the heir at law of said Ina Louise Greene; and

WHEREAS, a dispute has arisen between the said Louella Cherry and the representative of the heir of said Ina Louise Greene as to what properties passed under said will, it being the contention of the representative of the heir that under said will the said Ina Louise Greene devised the realty located at 1614 Fatherland Street and the personal household equipment, furnishings, and personal property within said house, and that under said will the words "my home and belonging" was limited to said items; and

WHEREAS, it is the contention of Louella Cherry that under said will she was bequeathed and devised the home and all assets of said estate, except a $5.00 bequest to the brother, after payment of all debts, charges, administration expenses, funeral expenses and any inheritance taxes; and

WHEREAS, the said Louella Cherry is now somewhat advanced in years, having recently suffered a broken hip, and desires to compromise and settle all matters in controvery; and the heir at law of Ina Louise Greene is a resident of Texas, and also desires, through the duly appointed and authorized agent and attorney, Dewey Pedigo, to compromise and settle all matters in controversy without proceedings in court to construe the will of said Ina Louise Greene:

NOW, THEREFORE, in consideration of the premises, and the mutual agreements set out herein, it is agreed by and between Louella Cherry, and Dewey Pedigo, attorney for the heir, being authorized so do do, that said estate shall be further administered and finally distributed in the following manner, to wit:

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1. The petition to probate the will of Ina Louise Greene will be presented to the Court, and no objection will be made to the probate of the same.

2. The parties hereto will request the Court to appoint L. Kenneth Johnson as administrator with the will annexed of the estate of Ina Louise Greene that he may continue to administer the estate.

3. That all disbursements to date made by L. Kenneth Johnson, administfator, are approved by the parties; that said L. Kenneth Johnson, administrator shall file an inheritance tax report at an early date, and in the final distribution of the distributive funds of said estate there shall be deducted from the funds of Louella Cherry only the tax on the items she actually receives from the estate, or her "B" tax only, and if there are any inheritance taxes against other parties the same shall be paid upon distribution from the share of the heir.

4. Louella Cherry is to be permitted to immediately occupy the home at 1614 Fatherland Street, devised to her, but she will assume payment of 1975 Metro taxes against the same, and if there are any net rents accumulated since the death of Ina Louise Greene, the same are to be paid over to Louella Cherry, during any rental occupancy prior to the time she moves into said house.

5. Final distribution said shall be made as follows:

(a) Debts, funeral expenses, charges and items paid to date by administrator, plus later proper charges court costs and administrator's fee are to be deducted from the cash receipts of administrator, this being net distributive personal funds (all items except inheritance taxes, set forth above), which will be net personal assets for distribution.

(b) The home at 1614 Fatherland Street is to be valued in the final settlement at $5,000.00

(c) Adding the cash for distribution plus the $5,000.00 for the house is total value of estate for distribution,

(d) Louella Cherry is to receive one-half (1/2) of the total value as her share, but to be doducted are her part of the inheritance tax based only upon the properties she receives, and any additional part of the inheritance tax is to be paid by the share of the heir. The home to be accdpted at $5,000.00 and the balance of her share in cash.

(e) The balance of the fund is to be paid to Dewey Pedigo as attorney in fact and as agent for the heir.

(f) The attorneys' fees to the attorney for Louella Cherry and the heir are to be paid from the funds of said parties, and are not to be taxed as an item of cost in the administration of the estate.

Maria M. Greene, Legal Guardian of Louise Greene, having been duly appointed in the County Court of Bexar County, State of Texas, Rule No. 129443, joins in the approval of this compromise settlement of estate for and on behalf of the heir at law of Ina Louise Greene, and directs her attorney, Dewey Pedigo, to accept from the administrator and to give a receipt therefor, her portion of said estate, and retain his attorney's fee as agreed, and to pay the net balance to her as Maria M. Greene, Legal Guardian of Louise Greene.

The Compromise Settlement and Agreement entered into this 14 day of May, 1975, at Nashville, Tennessee.

Louella Cherry
Louella Cherry

Witness:

Dewey Pedigo
Dewey Pedigo, attorney in fact and agent for parties who would be beneficiaries of the estate of Ina Louise Greene had she died intestate.

Witness:

Maria M. Greene, Legal Guardian of Louise Greene, the heir at law of Louise Greene had she died intestate

Witness:

STATE OF TENNESSEE, DAVIDSON COUNTY

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I, BILL McPHERSON, Clerk of the Probate Court of Davidson County, State aforesaid, do certify that the foregoing is a full, true and complete copy of Last Will and Testament and Proceedings in the estate of Ina Louise Greene, Deceased Will filed in Will Book 113 page 514, Agreed Order filed in Minute Book 237 page90

which remains of record on file in said office.

Given under my hand and official sea, at office, in Nashville, this 28th *day of* December *19* 84

Bill McPherson

Clerk of Probate Court.

By Leita W. Council

Deputy Clerk.