DTQ

DECREE OF JAN. 16, 1968--MINUTE BOOK 79, PAGE 145

HERMAN G. LOFTIS, ET AL	§	
	§	RULE NO. 81968
	§	
VS	§	IN PART II OF THE CHANCERY COURT
	§	
	§	OF DAVIDSON COUNTY, TENNESSEE
EARL C. LOFTIS, ET AL	§	

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O R D E R

This cause came on to be heard before the Honorable Alfred T. Adams, Chancellor, on this January 5, 1968, upon motion of the complainants for an Order confirming the Report of the Clerk and Master as to the sale of tract number 2, which said sale was conducted on December 14, 1967. It appearing to the Court that the said Report of the Clerk and Master has been on file for more than five (5) days and that it is unexcepted to, IT IS ORDERED that the same be and hereby is confirmed by the Court. Said Report reads as follows:

(The Clerk and Master will here copy the Report.)

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that all the right, title and interest of all of the parties to this suit in and to said tract number 2 be divested out of them and each of them and be and hereby is vested in the said purchasers, an undivided one-third (1/3) interest in said tract being hereby vested in Theodore Perry Loftis and wife, Mary Vaughn Loftis, an undivided one-third (1/3) interest in said tract being vested in Nina Ruth Loftis Roland and an undivided one-third (1/3) interest in said tract being vested in Clara Lorene Loftis, the said title being vested in said purchasers as an indefeasible inheritance in fee simple forever. IT IS FURTHER ORDERED that the Clerk and Master will make, acknowledge for registration and deliver to the said purchasers a deed conveying said tract of land to them as aforesaid or will give them a duly certified copy of this decree as a muniment of title at their election, they paying the legal fees therefor. IT IS FURTHER ORDERED that on their application a writ of possession will be executed to put them in possession of said tract of land. IT IS FURTHER ORDERED that out of the proceeds of the sale of said tract number 2 the Clerk and Master will pay the taxes owing

on said tract of land to the Metropolitan Government of Nashville and Davidson County, Tennessee, for the year 1967 and to the Attorneys Title Company its fee for issuing its policy of title insurance on said tract number 2 to the said purchasers, which said policy the Clerk and Master will procure and deliver to the said purchasers, the Order of sale heretofore entered having specifically authorized the procuring of such title insurance from the Attorneys Title Company. The remainder of the proceeds will be held subject to further Orders of the Court, except for the payment of court costs and of payment of complainants' solicitor's fee as hereinafter ordered.

It further appearing to the Court from the record in this cause that three (3) of the purchasers, namely Theodore Perry Loftis (he being one and the same person as the defendant, Ted P. Loftis), Nina Ruth Loftis Roland and Clara Lorene Loftis, each owned an undivided one-fourth interest in the tracts of land sold and to be sold in this suit, and that they paid into the office of the Clerk and Master the sum of Seventeen Thousand Five Hundred Dollars ($17,500.00) on the purchase price of Fifty Thousand Dollars ($50,000.00) for said tract number 2, thus leaving unpaid the sum of Thirty-Two Thousand Five Hundred Dollars ($32,500.00), IT IS ORDERED that the shares of the said Ted P. Loftis, Nina Ruth Loftis Roland and Clara Lorene Loftis in the proceeds of the sales heretofore conducted and of the sales which may hereafter be conducted in this cause, which said proceeds shall include all sums heretofore paid into court, all sums which shall in the future be paid or payable into court, and also the Thirty-Two Thousand Five Hundred Dollars ($32,500.00) which is payable on the remainder of the purchase price for said tract number 2, shall be charged with the payment of the said Thirty-Two Thousand Five Hundred Dollars ($32,500.00) owing by them, said amount to upon distribution be credited upon the purchase price of Fifty Thousand Dollars ($50,000.00) and deducted from their shares.

The cause then came on to be further heard upon motion of the complainants for an Order fixing, allowing and directing payment of a reasonable fee for their solicitor for all services

rendered by him in this cause up to this date. Upon consideration of which the Court finds that the said solicitor is entitled to a payment on account of his fees for services rendered and to be rendered in this cause. The Court is of the opinion that the amount of his fee for services up to this date should not at this time be ascertained and fixed, but that at the conclusion of the entire case his fee for all services rendered should then be fixed and determined. IT IS ACCORDINGLY ORDERED that the Clerk and Master shall at this time, out of the funds in his hands in this cause, pay unto Claude Callicott, Solicitor for the complainants, the sum of Three Thousand Five Hundred Dollars ($3,500.00) as a partial payment on his fee for services rendered and to be rendered in this cause. IT IS FURTHER ORDERED that the Clerk and Master shall, out of said funds, pay all court costs that have accrued up to this date.

The cause was then further heard upon motion of the Receiver to fix and allow his fee and order payment of same, upon consideration of which said motion is overruled, the Court being of the opinion that all questions relating to the allowance of a fee for the Receiver and for any attorney whom he may have employed should be reserved until the Receiver has made a final report and said report has been acted upon by the Court.

IT IS FURTHER ORDERED that the Receiver may file a Petition setting forth the facts with regard to the employment of an attorney and asking for such relief in regard thereto as the Receiver may desire.

IT IS FURTHER ORDERED that all other matters be reserved including the question of whether Mr. Robert L. Jackson is entitled to the allowance of a fee out of the common funds for representing Theodore Perry Loftis, Clara Lorene Loftis and Nina

Loftis Roland and as aforesaid for representing Ted P. Loftis, Receiver.

APPROVED FOR ENTRY:

Claude Callicott

Claude Callicott
Solicitor for Complainants

Robert L. Jackson

47160

IDENTIFICATION REFERENCE

RECORDED

OCT 24 11 24 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING ON THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

HERMAN G. LOFTIS
versus
EARL C. LOFTIS, ET AL.,

81968

To the Chancellor:

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TRACT NO. 2:

A certain parcel of tract of land located in the City of Nashville, in the First Civil District of Davidson County, Tennessee. Said tract is located on the southeast corner of Charlotte Avenue and 42nd Avenue, North, and fronts one hundred seventy-five (175) feet on the south side of Charlotte Avenue, and extends back one hundred fifty (150) feet between parallel lines to an alley. Said tract of land is more particularly described as follows:

COMMENCING at the southeast corner of the intersection of 42nd Avenue North and Charlotte Avenue in the City of Nashville, Tennessee, thence eastwardly along the south margin of Charlotte Avenue one hundred seventy-five (175) feet; thence southwardly in a line parallel with the east margin of 42nd Avenue North, 150 feet to an alley; thence westwardly in a line parallel with the south margin of Charlotte Avenue and along the north margin of said alley for a distance of one hundred seventy-five (175) feet to the east margin of 42nd Avenue North; thence Northwardly along the east margin of 42nd Avenue North, one hundred fifty (150) feet to the point of beginning.

TERMS OF SALE: Cash. To the highest and best bidder and bidding will commence at $40,800.00. Title policy will be furnished purchaser.

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

This 24 day of October 19 85
CHRISTINA NORRIS Clerk & Master
By
Deputy Clerk

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 14, *19* 67,

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 Theodore Perry Loftis and wife, Mary Vaughn Loftis and Nina Ruth Loftis, Roland and Clara Lorene Loftis for $50,000.00. Three of the purchasers being the owners of a 3/4 undivided interest in the property sold, the purchasers were permitted to comply with their bid by paying to the Clerk and Master the sum of $17,500.00 in addition to the $10,800.00 heretofore paid in to the hands of the Clerk and Master by Theodore Perry Loftis as the purchase price of the tract of land heretofore sold in this cuase which two sums were deemed sufficient to cover all expenses of the cause and the 1/4 interest of the other owners of the property sold.

Respectfully submitted,
JAS. E. COVINGTON
CLERK AND MASTER

BY L. A. Cato
D. C. and M.