 118A/364

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

IN RE: THE ESTATE OF ARRA B. HOOSER, Deceased.	)	
v.	)	
JOHN W. EVANS, JR., Plaintiff/proponent,	)	NO: 90C-4042
v.	)	
BILLIE JO LOONEY and CLARA D. HOLLODAY, Defendants/opponents.	)	
v.	)	
FRANK AND CORRINE LANE, Intervening plaintiffs.	)	

1990 FEB 19 PM 2 38

DEPUTY

Lisa Deneke

121-00-0
050.00

AGREED ORDER

It appears to the Court, as evidenced by signatures of all attorneys below, that all matters in controversy between the intervening plaintiffs, Frank and Corrine Lane and Billie Jo Looney, Clara D. Holloday and John W. Evans, Jr. have been compromised and settled. According to the agreement, intervening plaintiffs, Frank and Corrine Lane shall be vested with good and lawful title to the property located at 1465 Pleasant Hill Road morefully described as follows: To-Wit:

> BEING Lot No. 1 on the Plan of Hooser-McNeese Lane, as of record in Book 5190, page 472, Register's office for Davidson County, Tennessee being more fully described as follows:
>
> A tract of land in the 3rd Civil District of said County, Being triangular in shape, and being all the land owned by Victor H. Walker on the northwesterly side of Donelson Road or Pleasant Hill Road, as now located, said lot being bounded on the north by property of Louis M. Jones, on the west by the property conveyed to Henry Pully by deed from Victor H. Walker, and on the southeast by said Pleasant Hill Road, containing 1/8 acre, more or less.
>
> BEING the same property conveyed to Charles O. Hooser and wife, Arra B. Hooser by deed from Louis M. Jones and wife Ramona Jones, filed of record in Book 3529, page 403, Register's office for Davidson County, Tennessee. The said Charles O. Hooser having predeceased Arra B. Hooser. The said Arra B. Hooser having since died leaving Billie Jo Looney as he sole heir.

Intervening plaintiffs agree to accept said property in "As Is" condition. All funds paid pursuant to the contract for sale of property dated August 27, 1990 attached hereto as Exhibit "A" and incorporated in this Order by reference, shall be placed by the Court in an escrow account along with any other funds which have previously been paid to Billie Jo Looney by the Intervening Plaintiffs. The clerk is hereby authorized to place said monies in an interest bearing account.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that all matters between the Intervening Plaintiffs and John W. Evans, Jr., Clara D. Holloday and Billie Jo Looney, are hereby compromised and settled. The intervening plaintiffs shall be vested with the above-described property and funds to be paid shall be deposited into the court by the Intervening Plaintiffs. The clerk is hereby commanded to place all funds so deposited into an interest bearing escrow account.

ENTERED: this 19th day of January, 1992.

Judge

APPROVED FOR ENTRY:

By: _____
Gerald C. Wigger (#11463)
ORTALE, KELLEY, HERBERT & CRAWFORD
200 4th Ave., North
P.O. Box 3375
Nashville, TN 37219-0375
(615)256-9999

By: _____
Dennis Wright
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By: _____ w/permission
Clark Shaw
Attorney at Law
2525 Lebanon Road
Nashville, Tennessee 37214
(615) 883-0705

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EXHIBIT "1"

JOEL RIGGS and Company Realtors® **Better Homes and Gardens**

AIRPORT / EAST	BRENTWOOD / SOUTH	GREEN HILLS / WEST	MADISON / NORTH
REGIONAL OFFICE	REGIONAL OFFICE	REGIONAL OFFICE	REGIONAL OFFICE
2740 Old Lebanon Road	Maryland Farms Office Park	2319 Crestmoor Road	115 Harris Street
Nashville, TN 37214	213 Ward Circle	Nashville, TN 37215	Madison, TN 37115
(615) 889-1440	Brentwood, TN 37027	(615) 383-5500	(615) 868-8866
	(615) 373-3501		

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

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT of sale made this 27 day of August 19 90, by and between Billy Jo Looney, hereinafter called the seller, and Frank & Corrine Lane, hereinafter called the buyer.

WITNESSETH: That the seller in consideration of the sum of $ 100.00 (✓) cash ( ) check ( ) other to be deposited promptly by Joel Riggs BHGS, Broker, located at Donelson as earnest money and in part payment of the purchase price has this day sold and does hereby agree to convey by a good and valid warranty deed to said buyer, or to such person as he may in writing direct, the following described real estate in Davidson County, Tennessee, to-wit: House & lot located at 1465 Pleasant Hill Road

CONSIDERATION: Buyer agrees to purchase said real estate and to pay therefor the total sum of 35,000.00 Thirty five thousand DOLLARS, upon the following terms: 5000.00 cash, balance Owner financed at 10% interest amortized over a period of 10 years. monthly payment to be 396.45 Subject to walk thru 24 hrs prior to closing to assure property in same condition as date of contract. If survey shall be provided at sellers expense Buyer to bear cost of preparation & recording of Mortgage

Cost of paid Hazard Insurance & taxes to be furnished by buyer to seller annually. There shall be no prepayment penalty on mortgage

THE PROPERTY SPECIFICALLY INCLUDES the following: all lighting, heating, cooling and plumbing fixtures and equipment; blinds; shades; storm windows and doors; window screens; ventilating fixtures; attached antennas; wall-to-wall carpeting; built-in kitchen appliances; and any other items bolted, nailed, screwed, buried, or otherwise attached to the Property in a permanent manner. The only exceptions to this provision follow:

Items To Be Included In Sale: Seller to buyer 100.00 at closing to replace ceilin fixtures

Items Not To Be Included In Sale: The buyer is an agent with Joel Riggs BHGS and owns an appraisal company. She declined to appraise property as she was interested in purchasing

Property to be sold and accepted "as-is"

CONDITION OF PREMISES: ~~Seller warrants that all electrical, heating, plumbing, appliances and air conditioning~~ equipment, if any, ~~shall be in good repair and working order when buyers close sale. Buyers to have the privilege and~~ **RESPONSIBILITY** to inspect these items ~~prior to closing, at buyers expense, and any repairs required to be made prior to closing at sellers expense.~~ **Closing of sale constitutes acceptance of these items by buyers.** Seller shall have the responsibility, until possession by buyer, to maintain the property in as good or better condition as at date of contract acceptance. Buyer has not relied on any warranties of condition of the premises except as herein stated.

CLOSING DATE on or before Sept 15 1990

POSSESSION OF PROPERTY to be given Date of Deed. Should Buyer move into Property prior to closing, Buyer shall pay rent at [ ] possession [ ] closing to Seller, at a rate of $ na per diem until closing. Should Seller occupy Property after closing date, Seller shall pay rent to Buyer, at the rate of $ no per diem until possession is given to Buyer.

ESCROW ACCOUNT:

- ☐ Transferred at no cost to Buyer. Any shortage or overage paid by or credited to Seller.
- ☐ Purchased by Buyer and all appropriate items prorated, including, but not limited to, Taxes, Insurance, Interest, Mortgage Insurance, Rents, and Homeowner's Association dues and assessments.
- ☑ No escrow account. Prorate all items as shown in preceding item.
- ☐ If there is an existing escrow account, return to seller and prorate all items as shown above.

INSURANCE: Sellers casualty insurance to be: ☑ Cancelled. ☐ Transferred ☐ with ☐ without proration. Seller will bear the risk of loss or damage to the property until the date of closing.

PAYMENTS: Payments on any assumed mortgage falling due on or before the closing date will be paid by Seller and thereafter by Buyer. Mortgage interest to be prorated as of date of closing. If property being sold is a condominium or planned unit development seller to pay all maintenance fees due to closing date. Buyers are aware that a monthly maintenance fee will be charged to buyers. Buyers are aware that they may obtain copies of rules and regulations governing the condominium they are buying prior to closing if they wish to do so.

TITLE INSURANCE: Seller will furnish and pay for a policy of owner's title insurance (ALTA Form B) insuring marketable title, subject only to usual limitations such as subdivision restrictions and matters routinely shown on subdivision plats. If a new loan is involved, Seller will permit owner's title to be furnished thru source required by lender for mortgage title, and Buyer to receive benefit of said simultaneous issue. If the title commitment discloses defects not being cured routinely at closing, Seller shall have an additional 30 days to clear such defects, and after such time if they are not cured, Buyer may cancel the contract and receive a refund of earnest money, or elect to accept title with such defects. Present Title Insurance is with _____ Company, Policy No._____ _____.

DEFAULT: Should Buyer default hereunder, the earnest money shall be forfeited as partial liquidated damages and Seller may sue for additional damages and/or specific performance of this contract. Should Seller default, Buyer's earnest money shall be refunded and Buyer may sue for damages and/or specific performance of this contract. The parties agree that Agent is a third party beneficiary of this agreement. On forfeiture of Buyer's earnest money, Agent may apply such earnest money to the specified commission and remit the remainder, if any, to Seller. In the event that any party hereto shall file suit to enforce this contract, the prevailing party shall be entitled to recover all costs of such enforcement, including a reasonable attorney's fee as determined by the Court.

TERMITE: Seller will furnish a current inspection report by a licensed exterminator ~~showing the property to be free of active termite infestation or unrepaired termite damage. Repairs and/or treatment, if any, will be at Seller's expense.~~ The furnishing of such letter shall relieve Seller and Agent(s) of any liability for termite infestation or damage.
Seller will do no termite treatment and make no repairs

(If Buyer proposes to purchase said property and to pay for same from the proceeds of a GI LOAN for which he will make an application, the following must be completed as a part of this CONTRACT, otherwise this portion of the CONTRACT is not applicable.)

CONSIDERATION: Buyer agrees to purchase said real estate and to pay therefor the sum of $ _____ upon the following terms: All cash, balance subject to Buyers ability to secure a GI Loan in the amount of $ _____. This contract shall become null and void if the purchaser is unable to obtain a GI Loan and earnest money will be refunded. It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration. The Seller is to be charged with any special assessments or improvement bonds, including those payable in the future, for improvements commenced or completed at the time of closing; Buyer will pay for same thereafter.

(If proposed construction, the following is to be included as a part of this contract. If existing construction, the following should be deleted from this contract): House to be constructed on above described lot in accordance with plans and specifications on file with the Veterans Administration. The Builder is to be charged with any special assessments included in the said plans and specifications. Building to be completed within _____ months from date or this contract will become null and void and earnest money will be refunded to Buyer.

(If buyer proposes to purchase said property and to pay for same from the proceeds of an FHA LOAN for which he will make an application, the following must be completed as a part of this CONTRACT, otherwise this portion of the CONTRACT is not applicable.)

CONSIDERATION: Buyer agrees to purchase said real estate and to pay therefor the sum of $ _____, upon the following terms: All cash, subject to Buyers ability to secure an FHA Loan in the amount of $ _____. This contract shall become null and void if the purchaser is unable to obtain an FHA Loan and earnest money will be refunded.

"It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the seller has delivered to the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property (excluding closing costs) of not less than $ _____ which statement the seller hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the seller. The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value of the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable."

(If proposed construction, the following is included as a part of this contract; if existing construction, the following is not a part of this contract): House to be constructed on above described lot in accordance with plans and specifications on file with the FHA, and is to be completed within _____ months from date or this contract will become null and void and earnest money will be refunded to purchaser.

If a new loan is obtained, N/A will pay for repairs required by appraisal or codes inspection.

If new loan is required, N/A will pay discount points.

BUYER to make loan application within N/C business days after contract acceptance, if applicable.

SELLER represents that to the best of his/her knowledge the property has not been damaged or affected by flood or storm run off water and that property ☐, is ☒, is not in flood area.

CONVEYANCE to be subject to existing Building Restrictions and/or Zoning Ordinances as of record.

Time is of the essence of this contract and of all the conditions hereof.

BUYER		TIME / DATE EXECUTED
BUYER	RECORDERS MEMO LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED	TIME / DATE EXECUTED
SUB-BROKER'S AGENT		TELEPHONE NO.

Subject to clearance of any check given, the undersigned acknowledges receipt of this earnest money mentioned above which is held in trust subject to the terms of this contract.

SELLER	9-11-90 TIME / DATE EXECUTED
SELLER	9-11-90 TIME / DATE EXECUTED
BROKER'S AGENT	883-4114 889-1440 TELEPHONE NO.

REAL ESTATE COMMISSION: Commissions to be paid by Seller in connection with this transaction have been negotiated between Seller and Listing Broker. Commissions shall be earned at such time as this contract is accepted by all parties and all conditions herein met. Upon consummation of this contract or any subsequent contract between this buyer and seller, commissions shall be disbursed as follows:

Listing Broker Jack Kissee Bldrs (Listing Broker's Company Name) Shall Receive 3% As Commission

Selling Broker Jack Kissee Bldrs (Selling Broker's Company Name as agent or sub-agent) Shall Receive 3% As Commission

Selling Broker to enter his commission when contract offer is written and Listing Broker to enter his commission when contract is presented to sellers. I certify that I have fully read, understand, and accept all the provisions of this contract.

SELLER(S)

REV. 3/88

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IDENTIFY REFERENCE

FEB 20 2 08 PM '92

DAVIDSON COUNTY, TN

PICK-UP

3935 02/20 0101 080-BOOK 15.00

STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* FIRST *Circuit Court for Davidson County, Tennessee, on the* Nineteenth *day of* February, *19* 91, *in Case Number* 90C-4042 *between* RE: ESTATE OF ARRA B. HOOSER, ET AL *Plaintiff, and* BILLIE JO LOONEY, ET AL *Defendant, as same remains of record in Book* 178A, *Page* 364 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 20th *day of* February *in the year one thousand nine hundred and* ninety-two *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Ann Beneke *D.C.*

Form #GR-117