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RECEIVED
MAY 15 1992
DAV. CO. CHANCERY COURT

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

RUPERT A. FRANCIS,

Plaintiff,

v.

ANGELA PYATT, DAVE GOBER and METROPOLITAN DEVELOPMENT AND HOUSING AUTHORITY,

Defendants.

JURY DEMAND

NO. 92-1039-II
F.C. (4)

ORDER FILED & ENTERED MAY 21 1992
MINUTE BOOK 171 PAGE 653

ORDER

This matter having come on for hearing before this Court on the 15th day of May, 1992, on the motion for default judgment filed on behalf of the Plaintiff, and based on the Verified Complaint filed in this action and the record in this cause, it appearing that there was fraud involved in the transaction whereby legal title to the four tracts of improved property which were conveyed by the Plaintiff, Rupert A. Francis, to Defendant, Angela Pyatt, and then by Defendant Pyatt to Defendant, Dave Gober, and that because of said fraud, all legal title to said properties should be re-vested in Rupert A. Francis, and that the documents purporting to vest said title in Angela Pyatt and then Dave Gober should be declared null and void and of no legal effect, and the Plaintiff having filed an action requesting said relief and a judgment for damages to which Defendant Gober and Defendant Pyatt have not responded within the time permitted by law, and there being no just reason to delay the entry of a final order in this regard, and this Court being otherwise fully advised in the premises, it is therefore

ORDERED that the following documents be and hereby are rescinded and declared to be null and void and of no legal effect or significance:

PROPERTY	DOCUMENT	DAVIDSON COUNTY RECORD
300-302 Hawkview Court	Warranty Deed (Francis to Pyatt)	Book 8571 Page 625
304-306 Hawkview Court	Warranty Deed (Francis to Pyatt)	Book 8571 Page 622
308-310 Hawkview Court	Warranty Deed (Francis to Pyatt)	Book 8571 Page 619

3628-3630 Willow Creek	Warranty Deed (Francis to Pyatt)	Book 8571 Page 616
All four above	Quitclaim Deed (Pyatt to Gober)	Unrecorded (Dated Feb. 11, 1992)

The title to each of said properties shall be and hereby is revested in Rupert A. Francis as though the aforementioned Warranty Deeds from Plaintiff Francis to Defendant Pyatt, and the Quitclaim Deed from Defendant Pyatt to Defendant Gober had never been executed and/or recorded, and is

FURTHER ORDERED that judgement be and hereby is granted in favor of the Plaintiff, Rupert A. Francis, against the Defendants Dave Gober and Angela Pyatt, jointly and severally, for the out-of pocket damages suffered by the Plaintiff in the amount of $10,459.08, plus attorney's fees of $6,000.00, and it is

FURTHER ORDERED that the Temporary Injunction issued by this Court on April 15, 1992 at 10:00a.m. be and hereby is revoked to the extent it directed the Metropolitan Development and Housing Authority ("MDHA") to pay the Section 8 rent monies for the above-described properties directly to the First Investment Company, or otherwise restricted the actions of MDHA relating to said monies, and henceforth MDHA may pay said monies directly to the Plaintiff or to such other person to whom the Plaintiff may subsequently transfer title relating to said properties, and it is

FURTHER ORDERED, this Court having determined that there is no just reason to delay the entry of final judgment relating to the matters addressed in this Order, that the Clerk and Master of this Court be and hereby is directed to enter this Order as a final order of this Court, and it is

FURTHER ORDERED that all other matters in this action are reserved pending further order of this Court.

Costs are taxed to defendants.

DATED this 21 day of May, 1992.

THE HONORABLE C. ALLEN HIGH

I Hereby certify that this is a true copy of original instrument filed in my office.
This 16 day of JUNE 1992
CLAUDIA C. BONNYMAN Clerk & Master
By Deputy Clerk

APPROVED FOR ENTRY:

BOOKER & JONES
A Professional Corporation

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BY: Cyrus L. Booker
Cyrus L. Booker, No. 10747
Attorneys for Plaintiff
1319 Fifth Avenue North
Nashville, TN 37208
(615) 244-1237

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed by first class, postage prepaid to George A. Barrett, 217 Second Avenue North, Nashville, TN 37201, Angela Pyatt, 1709 Forest Avenue, Nashville, TN 37206, and to Dave Gober, Daves Property Management, 934 Sharp Avenue, Nashville, TN 37206 and at P. O. Box 70400, Nashville, TN 37207 on this the 15th day of May, 1992.

Cyrus L. Booker

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PICK-UP