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Madison, Tn 37115

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FILED

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

'92 SEP 16 P 3:35

GEORGE L. ROOKER, CLERK
RWB D.C.

IN RE:

EDDIE DEWITT ODUM, Ward

RUBY CANTRELL, Conservator

and

VANCO MANOR, INC.,

Petitioners

vs.

JIMMIE WHITELAW

MAE BOYD

and

SYLVIA ODUM

Respondents

MB-364-312

No. 96679

STATE OF TENNESSEE, DAVIDSON COUNTY

I George L. Rooker, Clerk of the Probate Court of Davidson County, State aforesaid, do certify that the foregoing is a full, true and complete copy, of the original on file in my office. Minute Book 364 Page 312
Given under my hand and official seal at office in Nashville, this 15th of October, 1992

GEORGE L. ROOKER, CLERK
By R.W. Bradshaw
Deputy Clerk

ORDER

Upon Motion of the Petitioners to confirm the sale of the real property owned by the above-named Ward, and good cause having unto the Court been shown, it is

ORDERED, ADJUDGED and DECREED that the sale of the above-named Ward's real property be and the same hereby is confirmed, ratified and approved in all respects.

It is further ORDERED, ADJUDGED and DECREED that the Conservator, Ruby Cantrell ~~Cantrell~~ be and hereby is directed to execute and deliver to the purchaser of said real property a good and valid warranty deed conveying the Ward's interest in and to said property pursuant to the Contract for Sale of Real Estate dated August 26, 1992. The funds derived from the sale of the said real property shall be paid into the registry of the Court and disbursed as follows:

55931

IDENTIFICATION REFERENCE

Oct 19 9 51 AM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

(A) To pay the authorized auctioneer's commission and any other expenses associated with the sale of the subject real property, the sum of 4,144.68.

(B) To Phillip A. George, attorney for the Petitioners, the sum of $ 2,636.04.

(C) To Gwen E. N. McFarland, Guardian ad litem for the Ward, the sum of Three Hundred Thirty Seven and 50/100 ($337.50) Dollars, representing her fee for services as guardian ad litem.

(D) To Andrei Ellen Lee-Sadler, attorney for Mae Boyd, the sum of $ 0.

(E) The balance to Vanco Manor, Inc., representing a partial payment on the Ward's outstanding account.

ENTERED this 16th day of September, 1992.

Honorable James Everett
Probate Court Judge

APPROVED FOR ENTRY:

Phillip A. George (#6059)
665 Nashville Pike
P.O. Box 8130
Gallatin, TN 37066
(615) 451-1550
FAX (615) 452-6222
Attorney for Petitioners

CERTIFICATE OF SERVICE

I certify that I have this date served a copy of the foregoing upon all parties of record by placing a copy of same in the United States mail, postage prepaid, addressed to:

Jimmie Whitelaw
310 Webster North/West
Washington, DC 20011

Sylvia Odum
528 Tall Tree Lane
Nashville, TN 37209

Andrei Ellen Lee-Sadler
430 Third Avenue North, Suite 101
Nashville, TN 37201
Attorney for Mae Boyd

Gwen E. N. McFarland
43 Music Square West
P.O. Box 121875
Nashville, TN 37212
Guardian ad litem for Eddie Dewitt Odum

Ruby Cantrell, Conservator
212 Brick Church Pike
Goodlettsville, TN 37072

Vanco Manor Nursing Center
Attn: Billy R. Talbert, Administrator
813 South Dickerson Road
Nashville, TN 37072

This the 11th day of September, 1992.

Phillip A. George

Phillip A. George, Attorney

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Feller Brown
Realty & Auction Co.
212 Madison Street
Madison, Tennessee 37115
868-1223

REALTOR®

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT of sale made this 26th day of August 19 92

by and between EDDIE D. ODUM

hereinafter called the seller, and David Olson

hereinafter called the buyer;

WITNESSETH: That the seller in consideration of the sum of $3,120.00 DOLLARS 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:

Being 1504 LITTON AVE., NASHVILLE, Tn.

LEGAL DESCRIPTION CAN BE ADDED AT A LATER DATE FROM SELLER'S DEED.

CONSIDERATION: Buyer agrees to purchase said real estate and to pay therefor the total sum of Twenty Thousand Eight Hundred + no/100 DOLLARS,

upon the following terms: $ 20,800.00 cash, balance

PROPERTY SELLING AS IS.

BUYER TO PAY 1/2 OF CLOSING COSTS PLUS COST OF RECORDING DEED AND STATE TRANSFER TAX.

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

TITLE INSURANCE: The seller or his agent, at seller's expense, agrees to make application for Title Insurance on the above property and if, after examination the title is found insurable the buyer hereby agrees to accept a Title Policy in its usual form and to comply with this contract WITHIN TEN DAYS after receiving a report on the title, and it is agreed that such report shall be conclusive evidence of good title subject to the exceptions therein stated, otherwise that the earnest money is to be refunded with no recourse.

Should the buyer default in the performance of this contract on his part at the time and in the manner specified then at seller's option the earnest money shall be forfeited as liquidated damages. But such forfeiture shall not prevent suit for the specific performance of this contract. In addition buyer shall be liable for agent's commission as set forth herein.

In the event of default in the terms of this contract for any reason on the part of the seller and in the event it becomes necessary, due to any fault of the seller, that the earnest money hereinabove shown, must be returned to the buyer, then the seller shall be liable to the agent herein for the full commission set out in this contract.

The words "seller" and "buyer" when used in this contract shall be construed as plural whenever the number of parties to this contract so requires.

ADJUSTMENTS TO BE MADE AT TIME OF CLOSING;—

(1) Sellers Escrow Deposits ___ to be N/A
(2) Taxes for Current Year ___ to be pro-rated Back taxes paid by seller, if any
(3) Sellers Fire Insurance ___ to be new policy by buyer
(4) Existing Leases or Rents n/a

Possession to be given Date of deed. Sale to be closed by Sept. 15th, 1992.

Conveyance to be subject to existing Building Restrictions and/or Zoning Ordinances yes

Seller to bear risk of hazard loss to date of deed.

COMMISSIONS: Upon consummation of this contract FELLER BROWN REALTY & AUCTION CO. as Agent shall receive a commission of $ XX 10% to be paid by seller

Buyer X David E Olson Seller Eddie D. Odum Agt.

Buyer Sylvia J. Vines Seller

Deed property to: ~~Kolanity Jones Properties~~ 389-9274

DAVID E. OLSON AND
SYLVIA J. VINES

Sylvia J. Vines 262-1868