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DAV. CO. CHANCERY COURT

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES PATRICK HOEY,

Plaintiff,

VS.

W. WAYNE WARNER AND ELLEN RICHEY WARNER,

Defendant,

AF

No. 91-2678-III

Costs paid

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DAV. CO. CHANCERY COURT

ORDER FILED & ENTERED NOV 20 1992
MINUTE BOOK 93 PAGE 167

AGREED ORDER

Upon the agreement of the parties to compromise and settle all matters in controversy in this cause, as evidenced by the signatures of counsel for the respective parties set forth below, it is hereby

ORDERED that upon the condition that James Patrick Hoey co-sign the note with Dominion Bank on the subject property rendering him jointly and severally liable to Dominion Bank for the payment of said note, that the Defendants, W. Wayne Warner and Ellen Richey Warner, shall transfer to James Patrick Hoey as tenants in common with themselves an undivided one-half (1/2) fee simple interest in the following property in Whites Creek, Davidson County, Tennessee, described more fully as follows:

A tract of land in the 14th Civil District of Davidson County, Tennessee, described according to a survey made by W.B. Omohundro, Surveyor, dated May 13, 1944, as follows:

BEGINNING at a stake in the northerly margin of Old Hickory Boulevard, said beginning point being the southeast corner of the land in question, and the southeast corner of Buford Reding's land; thence with Reding's land; west line, North 2 degrees 30' East 554.3 feet to an elm stump; thence North 86 degrees 30' West 2948.2 feet with the Buford Reding land and B. Sarrett's land to stake in Del Bianco's land; thence with Bianco' east line, South 2 degrees East 1091 feet to a chestnut stump; thence South 4 degrees 30' West 860 feet with Kemp's land and Mrs. Hemple's land to the northwest corner of Freudman's land; thence with Freudman's north line, North 54 degrees East 87.12 feet; thence North 72 degrees East 66 feet; thence North 73 degrees 15' East 126 feet to a point in the northerly margin of said Boulevard East 2951 feet to the point of beginning, containing 80.42 acres, more or less.

BEING a part of the same property conveyed to Ashland City Bank and Trust Company, by Trustee's Deed from William G. Wilkinson, Successor Trustee, of record in Book 5737, page 503, Register's Office for Davidson County, Tennessee.

There are INCLUDED in the above description, but EXPRESSLY EXCLUDED from this conveyance, the following tracts which have been sold as follows: in Book 5598,

page 454; Tracts Nos. 2 and 3 conveyed from Dudley Oakley to Robert A. Jones, of record in Book 5607, page 59, and Book 5607, page 62, respectively; Tracts Nos. 4 and 5 conveyed from Dudley Oakley to J.G. Henderson, of record in Book 5607, page 65, and Book 5607, page 68, respectively; and Tract No. 6 conveyed from Dudley Oakley to Tama Prasad, of record in Book 5607, page 71, all of record in the Register's Office for Davidson County, Tennessee, and according to a plat by Bruce Rainey & Associates, Land Surveyor, recorded April 29, 1980, of record in Book 5210, page 272, said Register's Office said tracts in total containing 14.31 acres, more or less.

Also INCLUDED in the above description, but EXPRESSLY EXCLUDED from this conveyance, is a deed from Ashland City Bank and Trust Company to W. Wayne Warner and wife, Ellen R. Warner, of record in Book 5757, page 943, said Register's Office; and a deed of correction from Ashland City Bank and Trust Company to W. Wayne Warner and wife, Ellen R. Warner, of record in Book 6092, page 662, said Register's Office, said property conveyed to Warner being a house and lot 500 feet by 320 feet.

BEING the same property conveyed to W. Wayne Warner and wife, Ellen R. Warner , by Ashland City Bank and Trust Company, a Tennessee banking corporation, of record in Book 6098, page 358, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED that the Plaintiff and Defendants shall each be responsible for the payment of one-half (½) of the mortgage payments to Dominion Bank and the property taxes on the subject property, and shall indemnify and hold each other harmless from any liability resulting from their failure to pay their half when due.

IT IS FURTHER ORDERED that one-half (½) of the costs of this cause are taxed to each party, for which execution may issue, if necessary. The Court's 11-6-92 dismissal order is hereby set aside.

ENTERED this _____ day of October, 1992.

7376 12/03 0101 03CHECK 8.00

ROBERT S. BRANDT
CHANCELLOR

AGREED TO AND APPROVED FOR ENTRY:

Judy Schechter - 6899
Attorney for Plaintiff
112 Long Hollow Pike
Suite 206
Goodlettsville, Tn 37072

Mr. William Castleman
Attorney for Defendants
100 Cumberland Ave.
Suite 100
Madison, Tn., 37115

I hereby certify that this is a true copy of original instrument filed in my office.
This 3rd day of December 1992
CLAUDIA C. BONNYMAN, Clerk & Master
By _____ Deputy Clerk

DEC 3 8 29 AM '92
ELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN
IDENTIFICATION REFERENCE
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