IN THE UNITED STATES BANKRUPTCY COURT FOR THE
MIDDLE DISTRICT OF TENNESSEE

RECEIVED FOR ENTRY
DEC 31 1992
BY P. CRUTCHFIELD-BLAIR
DEPUTY CLERK

IN RE:	
ELIZABETH RHEA JERNIGAN Debtor	
ELIZABETH RHEA JERNIGAN Plaintiff	Bkry. No. 391-08113 Chapter 13 Judge Lundin Adv. Proceeding No.392-0520A
vs.	
LOMAS MORTGAGE USA, INC. and GARY WADDEY Defendants	

AGREED ORDER OF COMPROMISE AND DISMISSAL

It appearing to the Court, based upon the signatures affixed below, that the parties have agreed that this matter should be compromised and dismissed and resolved as stated herein, it is, hereby

ORDERED, ADJUDGED and DECREED as follows:

1. That the September 6, 1991 Trustee's Deed from Charles Child as Substitute Trustee and acting on behalf of defendant Lomas Mortgage USA, Inc., to defendant Gary Waddey, concerning the property at 89 Scobey Drive, Nashville, Tennessee 37210, is null and void as such transfer occurred after the filing of the plaintiff/debtor's Chapter 13 proceeding in this Court.

2. That the parties involved are returned to their position, relative to said property, before the purported sale; that is, Lomas Mortgage USA, Inc. retains its lien rights in said property in the Deed of Trust located at Trust Book 5456, p.995, et seq. in the Register's Office for Davidson County, Tennessee; that Gary Waddey has no ownership interest in said property and

UNITED STATES BANKRUPTCY COURT
Attest:
A True Copy
12-31-92
U.S. Bankruptcy Court
By Deputy Clerk

has been returned to his status before the sale since all purchase monies have been repaid to him; that the plaintiff/debtor, Elizabeth Rhea Jernigan, retains and is restored to whatever ownership interest she had in the subject property before the purported sale.

3. That the parties will each bear their own costs and the plaintiff's request for reasonable attorneys fees and court costs is otherwise stricken.

4. That this adversary proceeding is dismissed with prejudice.

Keith M. Lundin
BANKRUPTCY JUDGE

December 31, 1992

Approved for Entry:

GARY WADDEY
900 Kelly-June Drive
Mt. Juliet, TN 37122

STEVEN L. LEFKOVITZ
Attorney for Plaintiff/Debtor
Suite 202, 530 Church Street
Nashville, TN 37219

LOMAS MORTGAGE USA, INC.

BY: Charles H. Child
CHARLES H. CHILD
Attorney at Law
P.O. Box 219
Knoxville, TN 37901-0219

mail

INTERNAL ROUTING:
Chief Deputy Clerk
Courtroom Deputy
Calendar Clerk
Conversion Clerk
Financial Clerk
Judgment Book
Discharge Clerk
Copy to be picked up at front counter by:
Walk through
ALL MAILING TO BE DONE BY:
attorney for debtor
attorney for movant
trustee/attorney for trustee
Other:
(NOTE: send copy of routing slip)

MAIL TO:
All creditors and/or parties in interest
Debtor(s)
Attorney for debtor(s)
Trustee
Attorney for trustee
Attorney for plaintiff/movant
Attorney for defendant/respondent
All parties listed on bottom of order
All parties listed in cert. of service
As stated in order
Debtor's employer
U.S. Trustee

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Agreed Order of Compromise and Dismissal has been served upon Steven L. Lefkovitz, 530 Church Street, Suite 202, Nashville, Tennessee 37219; Gary Waddey 900 Kelly-June Street, Mt. Juliet, Tennessee 37122; Henry E. Hildebrand, III, P.O. Box 2601, Nashville, Tennessee 37219 and; the U.S. Trustee, 701 Broadway, Suite 313, Nashville, Tennessee 37203; by depositing same in the U.S. Mail, postage prepaid, this the 28th day of December, 1992.

Charles H. Child

CHARLES H. CHILD

8103.0

IDENTIFICATION REFERENCE

JAN 8 12 12 PM '93

CLIA Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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