53124

39-B

IDENTIFICATION REFERENCE

This Instrument Prepared By:

Susan R. Limor, Trustee
Suite 2727, Stouffer Tower
611 Commerce Street
Nashville, TN 37203
(615)742-1304

97 OCT 13 PM 4:05

BOOK 9649 PG 861

Address New Owner:	Send Tax Bills To:	Map/Parcel No.
Sadie Thompson 1209 Bedfordshire Ct. Nashville, TN 37221	Same	156-2-86

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

IN RE:	)	
	)	
ARTHUR THOMAS PORTER,	)	CASE NO. 395-00628-GP3-7
	)	
Debtor.	)	

TRUSTEE'S DEED

For and in consideration of the sum of Ten 00/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, Susan R. Limor, Trustee for Arthur Thomas Porter, hereby bargain, sell, and convey to Sadie Thompson, all of my interest in the following-described property located in Davidson County, State of Tennessee:

> Land in Davidson County, Tennessee, being Lot. No. 330 on the Plan of Harpeth Valley Park, Section 3, of record in Book 4175, page 15, Register's Office for said County.
>
> Said Lot No. 330 fronts 80.0 feet on the westerly margin of Myhr Drive and extends back between parallel lines 190.0 feet to a dead line.
>
> Being the same property conveyed to Arthur T. Porter and wife, Wilma Jean Porter by Deed from Roger Bissell and wife, Tyanne Bissell of record in Book 6672, page 667, Register's Office for Davidson County, Tennessee.
> The exhibits attached are incorporated herein.
> Being the same property conveyed to Arthur T. Porter, by Quit Claim Deed from Wilma Jean Porter, of record in Book 9186, page 904, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD all of my interest in the said tract or parcel of real property, with all of my interest in the appurtenances, buildings, structures, improvements, fixtures,

estate, title, and interest thereto belonging to the said Sadie Thompson, her successors and assigns forever. Grantor conveys said property pursuant to Trustee's Notice of Proposed Sale of Property, sent to all creditors and parties in interest on April 5, 1995, and no timely objections thereto having been made.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand this 18th day of April, 1995.

Susan R. Limor, Trustee

STATE OF TENNESSEE)
) ss:
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the said State and County, Susan R. Limor, Trustee, the within-named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 18th day of April, 1995.

Mitzi A. Urquhart
Notary Public
My Commission Expires: 3/21/98

MITZI A. URQUHART NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
) ss:
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION or value, whichever is greater, for this transfer is $96,615.00.

Sadie Thompson
Affiant

Subscribed and sworn to before me this 18th day of April, 1995.

Mitzi A. Urquhart
Notary Public
My Commission Expires: 3/21/98

MITZI A. URQUHART NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

U.S. Bankruptcy Court for the Middle District of Tennessee
207 Customs House 701 Broadway Nashville, TN. 37203
In Re a *Petition for Relief under chapter 7 of Title 11, U.S. Code*, filed by or against the below-named Debtor(s) on January 30, 1995:
DEBTOR: **ARTHUR THOMAS PORTER of 766 MYHR DR, NASHVILLE TN** 37221-3577, AKA TOMMY PORTER, DBA PORTERS AIR CONDITIONING, SSAN: [redacted]-5909 TAX ID:

CASE NO: **95-00628-GP3-7**

Attest: A True Copy Certified this April 17, 1995
U. S. Bankruptcy Court
By C Morris
Deputy Clerk

BOOK 9649 PG 863

NOTICE OF APPOINTMENT OF INTERIM TRUSTEE
AND FIXING OF BOND

Pursuant to 11 U.S.C. Sec. 701, SUSAN R. LIMOR is appointed Interim Trustee in the above-referenced matter and is hereby designated to preside at the meeting of creditors. Pursuant to Bankruptcy Rule 2008, the Trustee will be deemed to have accepted this appointment unless it is rejected within five (5) days of receipt of this notice. The Trustee's required bond is included under the approved existing general blanket bond. The United States Trustee shall be notified immediately in the event liquid assets exceed $550,000.

Unless creditors at the first meeting of creditors held pursuant to 11 U.S.C. Sec. 341(a) elect another trustee, the Interim Trustee appointed herein shall serve as Trustee without further appointment or qualification under the same bond.

Dated: FEB 1 1995

ELLEN B. VERGOS
UNITED STATES TRUSTEE, REGION 8
318 CUSTOMS HOUSE, 701 BROADWAY
NASHVILLE, TENNESSEE 37203
615-736-2254

UNITED STATES BANKRUPTCY COURT

3 95 - 0 6 2 3

United States Bankruptcy Court

MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

GP3

VOLUNTARY PETITION

IN RE	NAME OF JOINT DEBTOR
PORTER, ARTHUR THOMAS	**NO JOINT DEBTOR** BOOK 9649 PG 864
ALL OTHER NAMES used by the debtor in the last 6 years *AKA TOMMY PORTER, TOM PORTER DBA PORTERS AIR CONDITIONING*	ALL OTHER NAMES used by the joint debtor in the last 6 years **N/A**
SOCIAL SECURITY/TAX I.D. NUMBER [redacted]-5909 TELEPHONE	SOCIAL SECURITY/TAX I.D. NUMBER **N/A** TELEPHONE
STREET ADDRESS OF DEBTOR *766 MYHR DR* *NASHVILLE TN 37221-3577*	STREET ADDRESS OF JOINT DEBTOR **N/A**
COUNTY OF RESIDENCE OR PRINCIPAL PLACE OF BUSINESS *DAVIDSON*	COUNTY OF RESIDENCE OR PRINCIPAL PLACE OF BUSINESS **N/A**
MAILING ADDRESS OF DEBTOR (if different from street address) *766 MYHR DR* *NASHVILLE TN 37221-3577* √	JOINT DEBTOR MAILING ADDRESS (if different from street address) **N/A**
LOCATION OF PRINCIPAL ASSETS OF BUSINESS DEBTOR **N/A**	VENUE ☑ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceeding the date of this petition or for a longer part of such 180 days than in any other District. ☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District

Attest:
A True Copy
Certified this April 17, 1995
U. S. Bankruptcy Court
C Morris
By Deputy Clerk

INFORMATION REGARDING DEBTOR

TYPE OF DEBTOR
- ☑ Individual
- ☐ Joint (Husband and Wife)
- ☐ Partnership
- ☐ Other
- ☐ Corporation Publicly Held
- ☐ Corporation Not Publicly Held
- ☐ Municipality

NATURE OF DEBT
- ☐ Non-Business/Consumer
- ☑ Business - Complete A & B below

A. TYPE OF BUSINESS
- ☐ Farming
- ☐ Professional
- ☐ Retail/Wholesale
- ☐ Railroad
- ☐ Transportation
- ☐ Manufacturing/Mining
- ☐ Stockbroker
- ☐ Commodity Broker
- ☐ Construction
- ☐ Real Estate
- ☑ Other Business

B. BRIEFLY DESCRIBE NATURE OF BUSINESS
AIR CONDITIONING

CHAPTER OF BANKRUPTCY CODE UNDER WHICH PETITION FILED
- ☑ Chapter 7
- ☐ Chapter 9
- ☐ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13
- ☐ Section 304

FILING FEE
- ☑ Filing fee attached
- ☐ Filing fee to be paid in installments Attach signed application for Rule 1006(b)

NAME AND ADDRESS OF LAW FIRM OR ATTORNEY
STEVEN L LEFKOVITZ NO 5950

LEFKOVITZ & LEFKOVITZ
SUITE 202
530 CHURCH ST
NASHVILLE TN 37219
(615) 256-8300

OTHER ATTORNEYS DESIGNATED TO REPRESENT DEBTOR

UNITED STATES BANKRUPTCY COURT

STATISTICAL/ADMINISTRATIVE INFORMATION 28 (U.S.C. § 604) (Estimates only)

- ☑ Debtor estimates that funds will be available for distribution to unsecured creditors.
- ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

ESTIMATED NUMBER OF CREDITORS

1-15	16-49	50-99	100-199	200-999	1000-over
☐	☑	☐	☐	☐	☐

ESTIMATED ASSETS (in thousands of dollars)

Under 50	50-99	100-499	500-999	1000-9999	10,000-99,999	100,000-over
☐	☐	☑	☐	☐	☐	☐

ESTIMATED LIABILITIES (in thousands of dollars)

Under 50	50-99	100-499	500-999	1000-9999	10,000-99,999	100,000-over
☐	☐	☑	☐	☐	☐	☐

ESTIMATED NUMBER OF EMPLOYEES - CHAPTERS 11 & 12 ONLY

0	1-19	20-99	100-999	1000-over
☐	☐	☐	☐	☐

ESTIMATED NUMBER OF EQUITY SECURITY HOLDERS - CHAPTERS 11 & 12 ONLY

0	1-19	20-99	100-499	500-over
☐	☑	☐	☐	☐

THIS SPACE FOR COURT USE ONLY

FEE PAID
F $ 130
N $ 30
Oath

FILED
1995 JAN 30 PM 4:30
U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF TN

Matthew Bender & Co.

BOOK 9649 PG 865

FILED

1995 APR -5 PM 3:00

U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF TN.

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

IN RE:	)	
	)	
ARTHUR THOMAS PORTER,	)	CASE NO. 395-00628-GP3-7
	)	
Debtor.	)	

TRUSTEE'S NOTICE OF PROPOSED SALE OF PROPERTY

Notice is hereby given that the Trustee proposes to sell the following property of the estate in the manner or on the terms indicated below. Pursuant to prior Court Order, a copy of which is attached, any party objecting to said sale must do so in writing within 10 days of the date of this Notice, file the written objection with the U.S. Bankruptcy Court Clerk, Second Floor, Customs House, 701 Broadway, Nashville, Tennessee 37203, and serve a copy upon the Trustee and the U.S. Trustee. A hearing on any objections will be set by the Bankruptcy Court. In the absence of timely objection, the Trustee shall proceed to sell the property as proposed.

DESCRIPTION OF PROPERTY: 766 Myhr Drive, Nashville, TN 37221

DATE and TIME: On or before April 30, 1995

PLACE: Office of Crye-Leike Realtors

TYPE OF SALE: Private Sale to Sadie Thompson

Attest:
A True Copy
Certified this April 17, 1995
U. S. Bankruptcy Court
By C Morris
Deputy Clerk

TERMS OF SALE: $96,615.00 Cash day of Sale (See attached contract for sale)

The Trustee proposes to sell said property as is, where is, and free and clear of any liens. Any valid and proper lien will attach to the proceeds of the sale. Trustee will convey by valid Bankruptcy Trustee's Deed, or other appropriate instrument, the right, title and interest that Trustee has the right to convey. Proceeds of the sale will be subject to real estate commission.

UNITED STATES BANKRUPTCY COURT ★ SEAL

22

of three percent, agent's fees and expenses, and Trustee's fees and expenses, if any. Trustee proposes to pay exemptions and lienholders as follows:

1st Lienholder: First Union Mortgage Corp.	approx.	$66,698.31
2nd Lienholder: TN Teachers Credit Union	approx.	$18,902.46
Debtor's Statutory Exemption:		$ 2,500.00 (Pursuant to Agreed Order)
Real Estate Agent Commission 3%		$ 2,894.45

DATED this 5th day of April, 1995.

Susan R. Limor, Trustee
Suite 2727, Stouffer Tower
611 Commerce Street
Nashville, TN 37203
615-742-1304

CERTIFICATE OF SERVICE

I hereby certify that I have forwarded a true and exact copy of the foregoing document to the U.S. Trustee, 318 Customs House, 701 Broadway, Nashville, TN 37203, and all creditors and parties in interest, as shown on the mailing matrix which is attached to the original of this document and on file in the office of the Clerk of this Court, on this 5th day of April, 1995.

Susan R. Limor

Printed 04/04/95

395-00628

PORTER, ARTHUR THOMAS
766 MYHR DR
NASHVILLE TN 37221-357766

LEFKOVITZ, STEVEN L.
530 CHURCH ST FL 2
NASHVILLE TN 37219-232130

LIMOR, SUSAN R.
611 COMMERCE ST STE 2727
NASHVILLE TN 37203-374227

BOOK 9649 PG 867

ASSOCIATED CREDIT CARD SVC
PO BOX 15688
WILMINGTON DE 19886-568888

BAPTIST HEALTHCARE GROUP
PO BOX 24810
NASHVILLE TN 37202-481010

BLUE CROSS BLUE SHIELD
801 PINE ST
CHATTANOOGA TN 37402-255601

BRIMMER, DR ROBERT
356 24TH AVE N STE 402
NASHVILLE TN 37203-151402

DAVIDSON CO CIRCUIT COURT
#92D-3856
506 METRO COURTHOUSE
NASHVILLE TN 37201

FIRST CARD VISA
PO BOX 11330
WILMINGTON DE 19850-123030

FIRST UNION MTG CORP
ATTN CHARLOTTE ROBINSON
PO BOX 12701
ROANOKE VA 24027-270101

GROSS ESQ, EDWARD
RE: PORTER, WILMA J
PARKWAY TOWERS #1601
NASHVILLE TN 37219

IRS ATTN: INSOLVENCY SECTION
801 BROADWAY STOP 146
NASHVILLE TN 37203-380846

KENNER, DR WILLIAM D
113 30TH AVE N
NASHVILLE TN 37203-132513

PARTHENON PAVILION
ATTN JUDY TAYLOR
2401 MURPHY AVE
NASHVILLE TN 37203-157901

PETRIE, DR WILLIAM
310 25TH AVE N STE 309
NASHVILLE TN 37203-151509

PORTER, WILMA J
7385 OLD HARDING RD
NASHVILLE TN 37221-343485

PROESSIONAL ADJ SVC
RE: VANDERBILT HOSP/CLNC
PO BOX 24850
NASHVILLE TN 37202-485050

SOLOMON PHD, GARY S
310 25TH AVE N STE 309
NASHVILLE TN 37203-151510

STONE ESQ, RONALD
211 PRINTERS ALY
NASHVILLE TN 37201-141411

TENNESSEE TEACHERS CREDIT UNION
1400 8TH AVE S
NASHVILLE TN 37203-500700

THIRD NATIONAL BANK IN NASHVILLE
BANKRUPTCY MATTERS
PO BOX 190605
NASHVILLE TN 37219-060505

US ATTY FOR IRS
110 9TH AVE S STE A961
NASHVILLE TN 37203-382661

VANDBLT ORTHODONTAL SVCS
1500 21ST AVE S #3300
NASHVILLE TN 37212

VANDBLT PSYCHIATRIC SVCS
1500 21ST AVE S #2200
NASHVILLE TN 37212

VANDERBILT HOSPITAL
PO BOX 30196
NASHVILLE TN 37241

VANDERBILT PROFESSIONAL PRACTICE PROG
PO BOX 30196
NASHVILLE TN 37241

FOLK-JORDAN Better Homes and Gardens®

CORPORATE OFFICE
RELOCATION OFFICE
2021 Richard Jones Road
Suite 220
Nashville, TN 37215
(615) 269-3292
(Fax) 386-6920

GREEN HILLS
2309 Crestmoor Road
Nashville, TN 37215
(615) 269-5691
(Fax) 269-0928

BRENTWOOD
130 Wilson Pike
Brentwood, TN 37027
(615) 373-3513
(Fax) 373-5228

HENDERSONVILLE
177 W. Main Street
Hendersonville, TN 37075
(615) 822-0990
(Fax) 822-0914

SOUTHEAST
474 Bell Road
Nashville, TN 37217
(615) 399-7900
(Fax) 399-0119

FRANKLIN
124 First Ave. S. Suite 100
Franklin, TN 37064
(615) 790-9520
(Fax) 790-1641

BOOK 9649 PG 863

Agency Disclosure Statement

When you enter into a discussion with a real estate licensee regarding a real estate transaction, you should understand the agency relationship of this licensee's company in this transaction. This form does not create an agency relationship, it is only the disclosure of an agency relationship which has been created by a separate document.

Regardless of which party they represent, real estate agents have the following duties to ALL PARTIES in EVERY transaction:

- Honesty,
- Fair dealing,
- Good faith, and
- Disclosure of all material facts known to the agent which affect the physical condition of the property.

Beyond these general duties to all parties:

A **SELLER'S AGENT** or **SUBAGENT** represents the Seller — either by a listing agreement with the Seller, or by cooperating as a subagent of Sellers to market properties listed, for example in a Multiple Listing Service. The Seller's Agent or Subagent owes the following duties exclusively to the Seller: loyalty, obedience, confidentiality, disclosure of any facts affecting the transaction, reasonable care and diligence, and good accounting.

A **BUYER'S AGENT** represents the Buyer — normally by a separate Buyer Brokerage agreement with the Buyer, which defines how the agent will be compensated. The Buyer's Agent owes the following duties exclusively to the Buyer: loyalty, obedience, confidentiality, disclosure of any facts affecting the transaction, reasonable care and diligence, and good accounting.

A **DISCLOSED DUAL AGENT** represents both the Seller and the Buyer in a transaction — only with the knowledgeable consent of both parties, and normally by a separate contract which defines the limits and extent of the agent's duties to both parties. In representing both Seller and Buyer, the agent may not, without express permission of one party, disclose to the other party that the Seller can or will accept a price less than the listing price, or that the Buyer can or will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or a Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate licensee is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. The above duties are based upon general usage in the industry and are not recited as being the law of the state of Tennessee.

AS REQUIRED BY THE TENNESSEE REAL ESTATE COMMISSION:
Real estate licensees are required to disclose which party they represent in a transaction. The purpose of the AGENCY DISCLOSURE STATEMENT is to acknowledge that this disclosure occurred.

ONE OF THE THREE SECTIONS BELOW MUST BE COMPLETED, WITH COPIES PROVIDED TO ALL SIGNATORIES THEREOF.

SELLER AGENCY

I acknowledge that _____ (Company name of seller's agent or subagent) disclosed they are representing the Seller in the marketing of _____ (property address) on _____ (date), which was prior to the preparation of the offer to purchase.

_____ (Broker or Affiliate Broker) _____ (Seller)

BUYER AGENCY

I acknowledge that Folk Jordan B H & R Est (Company name of buyer's agent) disclosed they are representing the Buyer in the purchase of 1616 Meeker Drive (property address) on 4/18/16 (date), which was prior to the presentation of the offer.

Debbie Blevins-Olsen (Broker or Affiliate Broker) _____ (Seller or Seller's Agent)

DUAL AGENCY

Our signatures acknowledge that _____ (company name of dual agent) has obtained our written consent prior to representing us, the buyer and seller, in the sale of _____ (property address) on _____ (date).

_____ (Broker or Affiliate Broker) _____ (Buyer) _____ (Seller)

Statutory Authority: T.C.A., Section 62-13-203

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

BOOK 9649 PG 869

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT of sale made and entered into this 3rd day of April, 19 95, for the consideration herein stated, upon the date shown by and between _____ hereinafter called the Seller, and Dustin Shumpert hereinafter called the Buyer.

WITNESSETH That the Seller, in consideration of the sum of $ 10,000.00 paid by ( )cash ( )check, to be deposited by Dave Folk Realtors Broker, as agent of the Seller, at _____ within 3 banking days following acceptance of the agreement by all parties 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 general warranty deed to said Buyer, or to such person as Buyer may in writing direct, certain land, together with all improvements located thereon and such personal property as may be herein specified (the "Property") in Davidson County, Tennessee, To Wit: House and lot located at Mule Station Rd. (MLS# _____)

1. **CONSIDERATION** Buyer agrees to purchase said real estate and to pay therefore the total sum of $ May 15 - Lewis's full price offer if we were being written 3/10

2. **LOAN CONTINGENCY** This contract ( )is (X)is not contingent upon Buyers' ability to qualify for a ( )new loan ( )loan assumption with the following terms and conditions: Cash

Buyer agrees to make said loan application on or before _____. This contract ____is ____is not contingent upon the property appraising for the above sales price or greater. Folk-Jordan Co./Better Homes & Gardens owns Mid-State Financial Services, Inc.

3. **LOAN ASSUMPTION PROVISIONS** If loan is to be assumed, all mortgage payments due as of closing date are to be made by Seller and all future payments by Buyer. Interest ( )shall ( )shall not be adjusted between the parties at day of closing.

Seller's escrow deposits, if any, shall be current and:

( ) Purchased by Buyer Property taxes and mortgage insurance prorated as of closing date.

( ) Audited for proper reserve, transferred at no cost to Buyer, and any overage or shortage returned, or charged to Seller.

4. **THE PROPERTY SPECIFICALLY INCLUDES** If applicable, all structures on the premises together with all things which are attached to the structure by nails, screws or other permanent fasteners; including, but not limited to light fixtures and bulbs, permanently attached mirrors, ornamental bathroom mirrors, permanently installed fireplace screens, gas fireplace logs, interior and exterior hardware, window air conditioning units, attic and ceiling fans, basketball goals, permanently installed outdoor cooking grills, awnings, swimming pool equipment, attached security and fire alarm systems and equipment, drapery brackets, wall-to-wall fastened carpets, built-in appliances, mail boxes, TV antennas and satellite dishes (including rotors, channel selectors and other equipment used in operation thereof), fences, clothes lines, all trees, shrubs, flowers and other plants set in the ground, and all items clearly intended to be with the house such as keys, garage door openers, remote controls, and storm windows and screens whether attached or not. Unless otherwise stated herein, the sale does not include other items of unattached personal property.

Other items ( )included: _____

( )excluded: _____

5. **CLOSING DATE AND POSSESSION DATE** All parties agree to close no later than April 26, 1995.

Possession of the property to be the day of closing or 1 at _____ ( )a.m. ( )p.m.

6. **CONDITION OF PREMISES** Seller warrants that all heating, cooling, plumbing, and electrical systems, and all appliances, if any, included in the sale shall be in good repair and working order as of the date of closing, and in the same condition (less reasonable wear and tear) at possession, if later than closing. Buyer, or Buyer's representative, is permitted reasonable access for inspection of such matters prior to closing, with utilities in service. Inspections shall be at the option and the cost of Buyer, and the failure to inspect shall not extend the warranties. Buyer has not relied on any representations or warranties as to the condition of the premises except as herein stated and closing shall constitute a full acceptance of the condition of the premises. Neither Seller nor agents shall have any liability after closing. Property will be delivered to Buyer in "broom clean" condition, free of debris.

7. **PROPERTY TAXES AND ADJUSTMENTS** Unless otherwise specified herein, the current year's property taxes will be prorated as of the date of closing. Taxes for prior years and roll back taxes, if any, will be paid by Seller. Homeowners' association dues will be prorated as of closing. Any special tax or other assessments officially approved prior to the effective contract date, unless disclosed herein and otherwise agreed, shall be paid by Seller.

8. **RISK OF LOSS** The risk of hazard or casualty loss or damage to the Property shall be borne by Seller until transfer of title.

9. **TITLE INSURANCE** Seller will furnish and pay for an ALTA form policy of owner's title insurance which insures marketable title (without exception for mechanics' and materialmen's liens), subject only to usual, common and customary limitations such as subdivision restrictions and matters routinely shown on subdivision plats, and conveyance will be subject to existing building restrictions and zoning ordinances and other matters of public law or regulation. Owner's and mortgage title insurance to be secured through the same source, and Buyer will receive benefit of simultaneous issue rate for the mortgagee policy. If the title examination or other available information discloses material defects not being cured routinely at closing, Seller may attempt for 5 days to cure. If Seller is then unable to cure, Buyer may cancel the contract and receive refund of the earnest money, or elect to accept title with such defects.

10. **DEFAULT** Should Buyer default hereunder, the earnest money may be forfeited at Seller's option as partial liquidated damages, and Seller may sue for additional damages or specific performance of this contract, or both. Should Seller default, Buyer's earnest money shall be refunded and Buyer may sue for damages or specific performance of this contract, or both. 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 agreement (including suits filed after closing which are based on or related to the contract), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees as determined by the court.

Failure of Seller to declare contract null and void due to Buyer's failure to fulfill or remove a contingency will not prejudice Seller's right to do so in the future.

In the event either party fails to close, agent may, at agents option without liability to any party, pay the earnest money into a court of competent jurisdiction or retain the earnest money until directed by a court of competent jurisdiction to distribute same. If agent elects to pay earnest money to a court of competent jurisdiction, court costs and reasonable attorneys fees may be deducted by agent.

11. **TERMITE INSPECTION** Seller will furnish a current inspection report by a licensed exterminator showing the main structure on the Property to be free of active termite infestation and unrepaired damage by termites. Repairs and treatment, if any, shall be at the expense of Seller. The parties agree that the furnishing of such report shall relieve Seller of any further liability for any infestation or damage.

12. **SELLER REPRESENTATIONS** Seller represents that, to the best of their knowledge,

(a) That main dwelling is connected to ( )public sewer ( )septic system. If a current certification for the septic system is required by Buyer's lending institution or by the terms of this contract, cost shall be incurred by the _____. If system is found to be faulty, correction shall be made at Seller's expense. Neither Seller nor agents shall be held responsible after closing.

(b) That property has not been damaged or affected by flood, storm, run-off, and the Property ( )is (X)is not in a federally designated flood hazard area.

(c) There are no violations of applicable building, zoning and fire codes; and there are no encroachments or violations of setback lines, easements or property boundary lines by any improvements on the Property and no such encroachments or violations by improvements from adjoining properties, and there is not now any dispute with any adjoining owner as to boundary lines.

The determination by Buyer that any of these matters is in fact materially untrue shall entitle Buyer to rescind this contract and receive refund of the earnest money or to keep the contract in force and accept the Property with such exceptions.

13. **POINTS** Discount points to be paid by the ( )Seller ( )Buyer not to exceed _____.

14. **REPAIRS** If the appraisal required by Buyer's lender or the inspection report requires any repairs, ( )Seller ( )Buyer will pay for such repairs up to a maximum cost of $ N/A

15. **INSPECTIONS** Buyer, at Buyer's expense, may have any of the items designated below inspected by inspector(s) of Buyer's choice and at Buyer's expense. Repairs will only be required of items reported to be in need of immediate repair or which are not performing the function for which intended. Under no circumstances are the inspections intended to include cosmetic items or normal wear and tear.

A. ___ Structural, including, but not limited to the following items, if applicable: foundation, roof and decking, floors and support beams, load bearing walls, insulation, ceilings, fireplace and chimney, water penetration, doors, windows and sashes, all exterior trim, including soffits and facia, gutters and downspouts and _____

B. ___ Equipment and Systems, including, but not limited to the following items, if applicable: electrical, heating and cooling, plumbing (including water heater, wells and septic system), appliances (including garage door opener(s) and remotes), sprinkler system, swimming pool and related mechanical equipment and _____

C. Other _____

Within _____ days from the effective date of this contract, Buyer will furnish Seller written inspection reports with a designation of repairs, if repairs are required. If the repair limit specified in paragraph 14 hereof is exceeded, Seller may elect to terminate the contract or to perform the requested repairs notwithstanding the stated limitation, or the terms and conditions of this contract may be renegotiated.

D. ___ Buyer waives right to an inspection except for inspection rights set forth in the paragraph entitled "Condition of Premises".

FHA REAL ESTATE CERTIFICATION AND AMENDATORY CLAUSE

REAL ESTATE CERTIFICATION: It is further agreed and understood that in submitting a request for a Firm Commitment for mortgage insurance, the Applicant(s), the Purchaser(s), and the Broker or Agent involved in the transaction do each certify that the terms of the contract for purchase are true to the best of his/her knowledge and belief, and that any other agreement entered into by any of those parties in connection with this transaction is fully disclosed and is part of, or attached to the sales agreement.

AMENDATORY CLAUSE: 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 purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than $_____. The Purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. 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 nor the condition of the property. The Purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

Note: The dollar amount to be inserted in the amendatory clause is the sales price as stated in the sales contract.

WE, THE PURCHASER(S), SELLER(S), AND SELLING AGENT OR BROKER, CERTIFY THAT WE HAVE READ, UNDERSTOOD AND AGREED TO BOTH OF THE ABOVE PARAGRAPHS, AND UNDERSTAND THAT ANY [illegible]

VA APPRAISAL It is expressly agreed that, notwithstanding any other provision of this contract, the Purchaser(s) shall not incur any penalty by forfeiture of earnest money or otherwise 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(s) 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.

16. **TIME OF THE ESSENCE** Time is of the essence of this agreement and all its terms, and where the parties have specified a time they agree that observance of such is material and substantial to this agreement.

17. **ENTIRE AGREEMENT** This instrument contains the entire agreement between the parties and no addition, deletion or modification hereto shall be effective unless reduced to writing and signed by both parties. There are no oral or collateral conditions, agreements, or representations, all such having been incorporated and resolved into this agreement. Buyer has not relied on any oral representations, and except as otherwise specified herein, this property is purchased "as is" and neither Seller nor Agent makes or implies any warranties as to condition of the premises.

18. **DISCLAIMER** Seller and Buyer acknowledge that they have not relied upon the advice or representations, if any, of Broker (or Broker's associated salespersons) relative to the legal and tax consequences of this contract in the sale of the premises, the purchase and ownership of the premises, the structural condition of the premises, the condition of roofing, the operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances in the premises, the availability of utilities to the premises, zoning ordinances or the investment potential or resale value of the premises. Seller and Buyer both acknowledge that if such matters have been of concern to them, they have sought and obtained independent advice relative thereto.

19. **EFFECTS OF CLOSING** Matters which by their nature and character are clearly so intended shall survive the closing. Otherwise, the provisions of this agreement shall be deemed to be merged into the closing. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the closing documents by the parties shall constitute their approval of any differences between this contract and the closing. The parties agree that they will adjust on request any errors in accounting which are the result of clerical error or

20. SELLER'S PROPERTY DISCLOSURE STATEMENT

( ) Buyer acknowledges receipt of a copy of the Seller's Property Disclosure statement and accepts the contents subject to any inspections required in item 14 or the paragraph entitled "Condition of Premises" by virtue of Buyer's initials herewith.

Initials _____ Date _____

( ) Buyer acknowledges Subject Property is being sold in "as is" condition with all defects which may exist, if any, except as otherwise provided in the Purchase Contract with no representation or warranties as to the condition of the real property or any improvements thereon by virtue of Buyer's initials herewith.

Initials _____ Date _____

BOOK 9649 PG 871

21. ONE-YEAR WARRANTY INSURANCE PLAN ( )Seller to provide ( )Buyer to purchase a one year warranty insurance plan from an insurance company at a cost not to exceed $ _____ to be funded at closing.

( ) One-year warranty insurance plan waived by Buyer.

22. MISCELLANEOUS _____

Seller to turn on all utilities and this contract is contingent upon an inspection of the property within 7 working days and that inspection must be to buyer's satisfaction

Buyer is a licensed real estate agent

23. ADDENDUM(S) This contract includes the following attached exhibit(s) and/or addendum(s) which are made a legally binding part of this contract: _____

24. 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 and payable upon consummation of this contract or any subsequent contract between this buyer and seller. The closing attorney or agency is authorized to debit to Seller's accounting and pay commission(s) as follows:

Listing Broker _____ (Listing Broker's Company Name) Shall Receive _____ As Commission

Selling Broker Debbie Shamblin (Selling Broker's Company Name) Shall Receive 4,100.00 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 Seller.

I certify that I have fully read, understand, and accept all the provisions of this contract.

IN WITNESS WHEREOF the parties hereto have executed this contract upon the dates indicated, the last such date (or the last addendum date, or the date of the last initialed and dated change to the contract) shall be deemed to be the effective date of this contract. All terms of contract are subject to court approval.

Susan R Lim 4/5/95
Seller & Trustee Date

Debbie Shamblin 4/3/95
Buyer Date

Seller Date

Buyer Date

Seller's Social Security Number(s): _____

Buyer's Social Security Number(s): _____

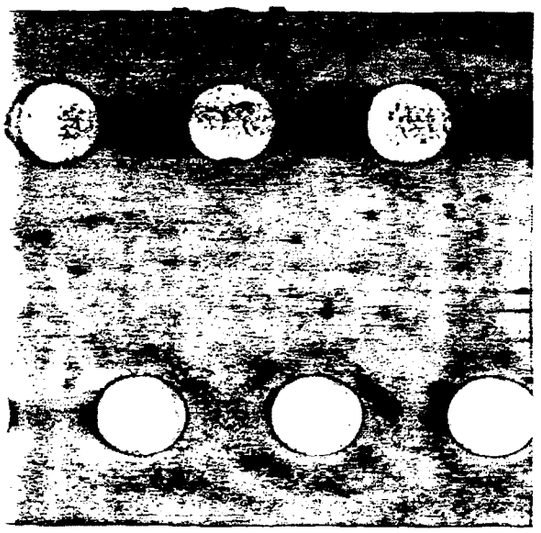
AGENT INFORMATION

Listing Agent _____ (Name) (Phone)

Public ID _____

Selling Agent Debbie Shamblin (Name) (Phone)

Public ID [illegible]



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

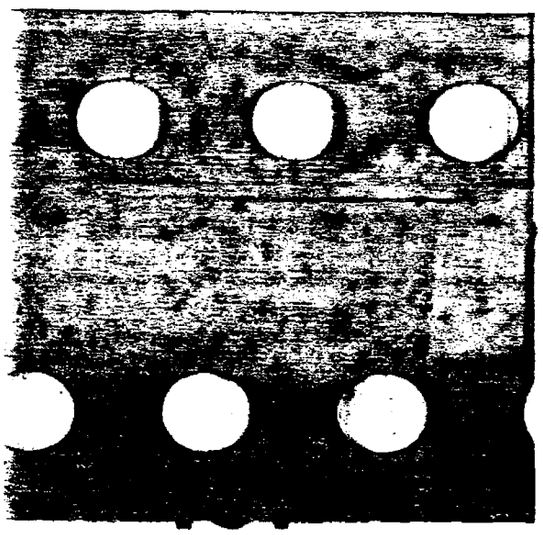
RECEIVED OF _____

FOR _____

BOOK 9649 PG 872

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID



CAMT	96615.00
CON TX	357.48
PRFEE	1.00
MTGTX	44.00
TOTAL	402.48
CHECK	402.48

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/19/95 01 16:05 0001 2587

53124

IDENTIF. & REFERENCE

95 APR 19 PM 4:05

REGISTER
DAVIDSON COUNTY, TN.

No. 902053