Box 17

This Instrument Prepared By:

Susan R. Limor, Trustee
2814 Dogwood Place
Nashville, TN 37204

Davidson County DEEDTRS
Recvd: 10/30/02 10:45 16pgs
Fees:83.00 Taxes:351.50

20021030-0132886

Address New Owner:	Send Tax Bills To:	Map/Parcel No.
Wesley R. Wilford 400 Lorna Drive Nashville, TN 37214	Same Coldwell Banker Mortgage 3000 Leadenhall Road, Mt. Laurel, NJ 08054	Map 96-09 Parcel 39

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

IN RE:	)	
	)	
ELAINE NUTT,	)	CASE NO. 02-04494-MH3 -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 Elaine Nutt, hereby bargain, sell, and convey to Wesley R. Wilford all of my interest in the following-described property located in Davidson County, State of Tennessee:

> BEING Lot No. 153, on the Plan of Woodberry Park, of record in Book 2133, page 117, 118 and 119, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> BEING the same property conveyed to Arvid L. Nutt and wife, Elaine L. Nutt, by Warranty Deed from Eldon Ray Martin and Ronnie L. Spain, both unmarried persons, as of record in Book 9684, page 425, Register's Office for Davidson County, Tennessee, Arvid L. Nutt having since died and the property vested in Elaine L. Nutt by estate by the entireties.

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 Katie J. Johnson, his 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 September 19, 2002, 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 25th day of October, 2002.

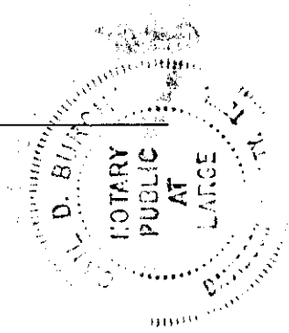
Susan R. Limor, Trustee

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 25th day of October, 2002.

Notary Public



My Commission Expires: 11/26/2005

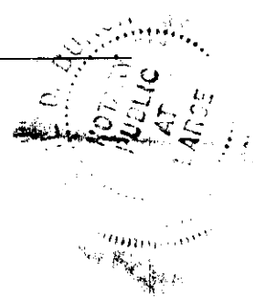
STATE OF TENNESSEE)
) ss:
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION or value, whichever is greater, for this transfer is $95,000.00.

Affiant

Subscribed and sworn to before me this 25th day of October, 2002.

Notary Public



My Commission Expires: 11/26/2005

(Official Form 1) (9/01)

FORM B1 G

United States Bankruptcy Court
Middle District of Tennessee

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle):	Name of Joint Debtor (Spouse) (Last, First, Middle):
NUTT (D), ELAINE	302-04494
All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names): NONE	All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):
Soc. Sec./Tax I.D. No. (if more than one, state all): [redacted]-7658	Soc. Sec./Tax I.D. No. (if more than one, state all):
Street Address of Debtor (No. & Street, City, State & Zip Code): 400 LORNA NASHVILLE, TN 37214	Street Address of Joint Debtor (No. & Street, City, State & Zip Code):
County of Residence or of the Principal Place of Business: DAVIDSON	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): PO BOX 140186 NASHVILLE, TN 37214	Mailing Address of Joint Debtor (if different from street address):
Location of Principal Assets of Business Debtor (if different from street address above):	

Attest: A True Copy
Certified this October 25, 2002
U.S. Bankruptcy Court
By Laura Carter
Deputy Clerk

UNITED STATES BANKRUPTCY COURT SEAL

FEES
( ) Pd in full
(√) Oath ( ) BOC
Part Pay ff $
AF $
TS $

Information Regarding the Debtor (Check the Applicable Boxes)

Venue (Check any applicable box)

■ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding 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.

Type of Debtor (Check all boxes that apply)

■ Individual(s)
☐ Corporation
☐ Partnership
☐ Other_____
☐ Railroad
☐ Stockbroker
☐ Commodity Broker

Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box)

☐ Chapter 7
☐ Chapter 9
☐ Chapter 11
☐ Chapter 12
■ Chapter 13
☐ Sec. 304 - Case ancillary to foreign proceeding

Nature of Debts (Check one box)

■ Consumer/Non-Business
☐ Business

Filing Fee (Check one box)

☐ Full Filing Fee attached
■ Filing Fee to be paid in installments (Applicable to individuals only.) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.

Chapter 11 Small Business (Check all boxes that apply)

☐ Debtor is a small business as defined in 11 U.S.C. § 101
☐ Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)

Statistical/Administrative Information (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.

THIS SPACE IS FOR COURT USE ONLY

FILED
2002 APR 12 PM 3:12
U.S. BANKRUPTCY

Estimated Number of Creditors	1-15	16-49	50-99	100-199	200-999	1000-over
	■	☐	☐	☐	☐	☐

Estimated Assets	$0 to $50,000	$50,001 to $100,000	$100,001 to $500,000	$500,001 to $1 million	$1,000,001 to $10 million	$10,000,001 to $50 million	$50,000,001 to $100 million	More than $100 million
	☐	☐	■	☐	☐	☐	☐	☐

Estimated Debts	$0 to $50,000	$50,001 to $100,000	$100,001 to $500,000	$500,001 to $1 million	$1,000,001 to $10 million	$10,000,001 to $50 million	$50,000,001 to $100 million	More than $100 million
	☐	■	☐	☐	☐	☐	☐	☐

1

Voluntary Petition
(This page must be completed and filed in every case)

Name of Debtor(s): NUTT, ELAINE (D)

Prior Bankruptcy Case Filed Within Last 6 Years (If more than one, attach additional sheet)

Location Where Filed:	Case Number:	Date Filed:
NONE		

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor:	Case Number:	Date Filed:
District:	**Relationship:**	**Judge:**

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X Elaine Nutt
Signature of Debtor

X
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Mar 9-2002
Date

Signature of Attorney

X
Signature of Attorney for Debtor(s)

MARK R PODIS #012216
Printed Name of Attorney for Debtor(s)

MARK R PODIS
Firm Name
1161 MURFREESBORO RD #300
NASHVILLE TN 37217
Address

(615) 399-3800 Fax: (615) 399-9794
Telephone Number

3/9/02
Date

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.
The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X
Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

X 3/9/02
Signature of Attorney for Debtor(s) Date

MARK R PODIS #012216

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.
■ No

Signature of Non-Attorney Petition Preparer

I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.

Printed Name of Bankruptcy Petition Preparer

Social Security Number

Address

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

X
Signature of Bankruptcy Petition Preparer

Date

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

UNITED STATES BANKRUPTCY COURT
Middle District of Tennessee

In Re:

NUTT, ELAINE OF PO BOX 140186, NASHVILLE TN 37214, [redacted]-7658

Case No. 302-04494-MH3-7

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 $720,000.

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

Dated: 05/31/02

Ellen B. Vergos
United States Trustee, Region 8
318 Customs House, 701 Broadway
Nashville TN 37203
615-736-2254

Attest:
A True Copy
Certified this October 25, 2002
U.S. Bankruptcy Court
By Laura Carter
Deputy Clerk

UNITED STATES BANKRUPTCY COURT SEAL

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

FILED
2002 JUN -3 AM 10:56
U.S. BANKRUPTCY

IN RE: ELAINE NUTT
400 LORNA
NASHVILLE TN 37214

CASE NO. 302-04494
CHAPTER 13
JUDGE HARRISON

Debtor(s)
SSN (1) [redacted]-7658

MOTION TO CONVERT FROM CHAPTER 13 TO CHAPTER 7

Comes the Debtor, by and through undersigned counsel, and would ask the Court to allow the instant Chapter 13 case to be converted to one under Chapter 7.

Respectfully submitted,

MARK R. PODIS & ASSOCIATES

BY _____
MARK R. PODIS #012216
Attorney for Debtor
1161 Murfreesboro Rd., Ste 300
Nashville, TN 37217
(615) 399-3800

Attest:
A True Copy
Certified this October 25, 2002
U.S. Bankruptcy Court
By Laura Carter
Deputy Clerk

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion has been delivered to the U.S. Trustee, 701 Broadway, 3rd Floor, Nashville, TN 37203 and the Chapter 13 Trustee, Post Office Box 190664, Nashville, TN 37219, and mailed to the debtor and to all interested parties and all parties listed on the mailing matrix, on this the 31st day of May, 2002.

_____
MARK R. PODIS

16

Attest:
A True Copy
Certified this October 25, 2002
U.S. Bankruptcy Court
By Laura Carter
Deputy Clerk

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

FILED
2002 SEP 19 PM 4:12
U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF TN.

IN RE:

ELAINE NUTT,

Debtor.

CASE NO. 02-04494-MH3-7

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. Any party objecting to said sale must do so in writing within 20 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: REAL PROPERTY LOCATED AT 400 LORNA DRIVE, NASHVILLE, TENNESSEE 37214.

DATE and TIME: ON OR BEFORE OCTOBER 25, 2002

PLACE: OFFICE OF SUSAN R. LIMOR, ATTORNEY AT LAW, PROFESSIONAL CORPORATION, 2814 DOGWOOD PLACE, NASHVILLE, TENNESSEE 37204

TYPE OF SALE: PRIVATE SALE TO WESLEY R. WILFORD

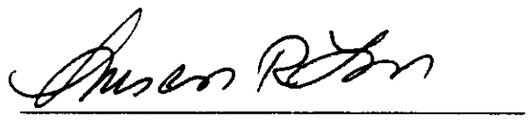
TERMS OF SALE: $95,000.00 CASH OR CERTIFIED FUNDS ON DATE OF SALE. SEE CONTRACT FOR SALE ATTACHED HERETO AS EXHIBIT A.

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

1st Lienholder: (Union Planters)	approx. $74,447.06
Tax Liens:	NONE
Debtor's Statutory Exemption:	$3,000.00
Debtor has agreed to accept a reduced exemption amount.	
Auctioneer/Real Estate Agent Commission	$5,700.00

DATED this 19th day of September, 2002.



Susan R. Limor, Trustee
2814 Dogwood Place
Nashville, Tennessee 37204
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 19th day of September, 2002.



Susan R. Limor

EXHIBIT A

HENDERSONVILLE OFFICE
530 West Main Street
Hendersonville, TN 37075
Phone: (615) 824-5920
(800) 933-5920
Fax: (615) 824-8435

COLDWELL BANKER
LAKESIDE REALTORS
Expect the best.™

MT. JULIET OFFICE
2600 N. Mount Juliet Road
Mount Juliet, TN 37122
Phone: (615) 889-5656
(615) 758-0488
(800) 884-8710
Fax: (615) 758-0406

CONTRACT FOR SALE OF REAL ESTATE

1. **THIS CONTRACT** of sale made this 7th day of September 2002 by and between Susan R. Limor, Trustee (herein collectively the "Seller"), and Wesley R. Wilford, a single person (herein collectively the "Buyer").

2. **AGREEMENT.** In consideration of the Earnest Money and this Agreement, the Seller hereby agrees to sell, and the Buyer hereby agrees to buy, subject to the terms of this contract, the following described Real Property (the "Property") in Davidson County, Tennessee Land and all improvements located at 400 Lorna Drive, Nashville, TN 37214

Complete legal description to follow with deed.

3. **PURCHASE PRICE.** The PURCHASE PRICE shall be $ ~~92,500~~ 95,000.00, payable as follows: Cash subject to Buyer obtaining suitable financing. Seller to pay $2500 toward Buyer's loan fees, closing & prepaids. - stet or/

4. **EARNEST MONEY.** The Buyer has deposited with Action Homes (the Escrow Agent), whose address is: Smyrna, TN, the sum of $500 as Earnest Money, paid by ( ) cash (X) check. Upon any dispute, the Escrow Agent shall have the right to interplead such into court, and recover its expenses, and upon doing so shall have no further liability to anyone as such Escrow Agent. Earnest money to be deposited within three banking days following acceptance of the agreement by all parties as part payment of the purchase price.

5. **LOAN CONTINGENCY.** This contract (X) is ( ) is not contingent upon Buyer's ability to obtain a (X) new loan ( )loan assumption, with the following terms and conditions: Conventional financing. Buyer preapproved through Coldwell Banker Mtg.

Discount points shall be paid by ~~the~~ (X) Seller (X) Buyer ~~and shall not exceed~~ _____. If Buyer obtains a new loan, the loan closing cost will be paid by Seller Buyer and prepaid cost will be paid by Seller Buyer. Loan costs paid by Seller, if any: * See above. None. This contract (X) is ( ) is not contingent upon the property appraising for sales price or greater. The seller has no obligation beyond $2500 at closing or/

Borrower costs charged to Seller because of FHA, VA, Tennessee Housing Development Agency ("THDA") or Lender regulations shall be included in the calculation of any dollar amount of Buyer costs agreed to be paid by Seller.

The Buyer agrees to (a) make application for the loan within five business days from the Binding Agreement Date, (b) immediately notify Seller's representative of having applied for the loan and the name of the lender, (c) pursue qualification for and approval of the loan diligently and in good faith, (d) pay any fees necessary to complete full loan processing and approval, and (e) continually and immediately provide requested documentation to lender. Should Buyer fail to make timely application as agreed, Seller may make written demand for compliance. If Buyer does not furnish Seller written evidence of application within 5 days after such notice, Seller's obligation to sell is terminated and Buyer's Earnest Money is forfeited.

6. **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.

7. **PROPERTY TAXES AND ADJUSTMENTS.** Except as provided in paragraph 6 upon a loan assumption, 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. Homeowner's association dues will be prorated as of closing. Any special tax or other assessments accruing prior to the date of this contract shall be paid by Seller.

8. **SELLER'S HAZARD INSURANCE** to be: (X) cancelled ( ) purchased by Buyer. ( ) transferred at no cost (if transferable, if not - Buyer to purchase). 10/25/2002 or/

9. **CLOSING DATE AND POSSESSION DATE.** All parties agree to close no later than ~~10/31/2002~~. Possession of the property to be date of deed at closing ( )a.m. ( )p.m. Seller agrees to deliver all keys at the time of closing.

BUYER: _____ SELLER: _____

16. "WOOD INFESTATION REPORT": Seller shall cause to be made, at Seller's expense, an inspection by a state licensed termite control operator of each dwelling, garage, and other permanent structures on the Property for evidence of active infestation or unrepaired damage from wood destroying organisms. ~~If report indicates evidence, the Seller agrees, prior to closing, to treat all active infestation and provide documentation of the treatment of the infestation and the correction of said damage.~~ Said report must be acceptable to lender, if any.

17. SELLER REPRESENTATIONS. Seller represents, to the best of their knowledge, that:

(a) The main dwelling is connected to (X) public sewer ( ) septic system. If the property utilizes a septic system, the Seller will provide a health letter from the _____ County Health Department. Any corrections required will be at Seller's expense. Neither Seller nor Agents shall have any liability after closing.

(b) The property has not been damaged or affected by flood or storm run-off. 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 owners 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. Neither Seller nor Agents shall have any responsibility for these matters after closing.

18. ADDITIONAL REGULATORY MATTERS.

A. Tennessee Residential Property Disclosure Act. (Mark One)

_____ The required disclosures were furnished to the Buyer prior to acceptance of this contract. Buyer acknowledges that the information given by Seller was not represented or intended to be a warranty as to the matters stated or as to the general Property condition, but was only given as Seller's good faith statement of matters actually known to Seller in response to the statutory questions required to be answered. The parties agree that this contract shall supersede the Property Disclosure as to what property is included or excluded in this sale.

__X__ By separate documentation this sale has either been declared exempt or disclosure was waived by the Buyer.

B. Residential Lead-based Paint Hazard Reduction Act of 1992. (Mark One)

_____ The buildings on the property were not constructed prior to 1978, and no disclosure is required.

__X__ The buildings now on the property were constructed prior to 1978, and the required disclosures have been made by separate documentation. Buyer has been made aware of the right by Federal Law to at least 10 days within which to conduct a risk assessment or inspection for the presence of lead-based paint hazards, but that Buyer and Seller may agree to a longer or shorter time. The parties have agreed that the Buyer will have _____ days from the Binding Agreement Date of this contract to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Seller will give Buyer reasonable access to the premises for such purposes. Buyer shall not be obligated under this contract until the end of the specified period, but this condition shall be deemed satisfied and Buyer obligated unless Buyer gives Seller or Seller's agent written notice of cancellation by reason of assessment or inspection findings which disclose a lead-based paint hazard not later than 7:00 p.m. local time of the day after expiration of the agreed inspection period.

__X__ Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

C. Restrictions and By-Laws.

1. N/A Seller to provide to the Buyer within two (2) business days, a copy of the current subdivision restrictions and/or a copy of the by-laws of the Home Owners Association. Buyer shall have 24 hours, after receiving copy of the restrictions or by-laws, to accept or reject them. If the Buyer rejects the restrictions or by-laws in writing, then this contract is voided and the earnest money returned to the Buyer.

2. _____ Buyer waives the requirement for the Seller to provide a copy of the subdivision restrictions and/or a copy of the By-laws of the Home Owners Association.

3. Seller to provide to Buyer within two (2) business days, information on any required Home Owners Association monthly or annual fees to include any Owner's Membership Transfer Fees.

19. **FHA APPRAISAL.** It is expressly agreed that notwithstanding any other provisions of this contract, the buyer 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 mortgagee has delivered to the buyer a written statement issued by the Federal Housing Commissioner or a direct endorsement lender setting forth the appraised value of the property (excluding closing costs) of not less than $ _____, which statement the mortgagee hereby agrees to deliver to the Buyer promptly after such appraised value statement is made available to the mortgagee. The Buyer shall, however 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 Buyer should satisfy himself-herself that the price and condition of the property are acceptable.

Buyer W. Wilson C

Seller Trustee

20. **VA APPRAISAL.** It is expressly agreed that, notwithstanding any other provision of this contract, the Buyer 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 Buyer 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.

21. BREACH OF CONTRACT BY BUYER: If this agreement is breached by Buyer, or Buyer fails for any reason other than Seller's default to complete his purchase of the property in accordance with the terms set forth above, buyer shall pay to Broker named below as damages an amount equal to the commission as set forth in the commission agreement between the Seller and the Agent and reasonable attorney's fees and costs incurred in the collection thereof, and shall pay to Seller any further damages caused by said breach, including attorney's fees and costs. Seller may sue for specific performance of this agreement or for damages or both.

22. BREACH OF CONTRACT BY SELLER: If this agreement is breached by Seller or if Seller fails for any reason to complete the sale of said property in accordance with the terms set forth above, Seller shall pay to Broker named below as damages an amount equal to the commission as set forth in the commission agreement and reasonable attorney's fees and costs incurred in the collection thereof, and shall pay to Buyer any further damages caused by said breach including attorney's fees and costs. In the event of Seller's default, Buyer may sue for specific performance of this agreement or for damages, or both. It is distinctly understood and agreed by and between the Broker and Buyer that in the event Seller shall default in the terms of this contract in any manner, that Broker shall look to Seller for any commission due.

23. RISK OF LOSS. The risk of hazard or casualty loss or damage to the Property shall be borne by Seller through date of closing.

24. TIME OF THE ESSENCE. Time is of the essence in this Agreement and in each of its terms.

25. EFFECTS OF CLOSING. 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, 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 omission or the result of erroneous clerical or accounting information.

26. 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 other collateral conditions, agreements, or representations, all such having been incorporated and resolved into this agreement. Buyer has not relied on any other oral or written 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, except as provided herein.

27. DISCLAIMER. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting the Seller or the Buyer are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller acknowledge that they have not relied upon any advice, representation or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Buyer and Seller agree that Brokers shall not be responsible to advise Buyer and Seller on any matter, including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the Property; the condition of the Property, any portion thereof, or any item therein; the necessity or cost of any repairs to the Property; hazardous or toxic materials; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; applicable boundaries of school districts or other school information; the appraised or future value of the Property; any condition(s) existing off the Property which may affect the Property; the terms, conditions and availability of financing; and the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they shall seek independent expert advice relative thereto.

28. ONE-YEAR WARRANTY INSURANCE PLAN. (X) Seller to provide ( ) Buyer to purchase a one-year warranty insurance plan from an insurance company at a cost not to exceed $ 399.00 to be funded at closing. (Lakeside Realtors receive $60.00 processing fee from insurance company.) This amount is to be included as part of $2,500.00 closing costs paid by Seller.
( ) One-year warranty insurance plan waived by Buyer.

29. MISCELLANEOUS.
CONTRACT IS CONTINGENT UPON RECEIPT OF A TN PROPERTY CONDITION DISCLOSURE (OR EXEMPTION) AND LEAD-BASED PAINT LETTER.

Sale is contingent on Bankruptcy Court approval.

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

31. CLOSING FIRM: Loomer + Jenkins, 392 Harding Place, Suite 230, Nashville, TN 37211

Buyer W. Wofford P

Seller Thurman R Tm Trustee

10. RENT ADJUSTMENT from date of deed shall be $ N/A per dc, until date of possession. Rental Agreement attached - Yes No

Trustee's Deed

11. DEED. Seller will convey the Property to Buyer or Buyer's designee by a ~~good and valid general warranty deed~~. This conveyance is subject to existing building restrictions, covenants, zoning ordinances and easements of record.

12. 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 routinely cured at closing, Seller may attempt for five 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 except to such defects.

13. 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 and 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, awning, 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.

Drapery and window treatment: _____

Other items remaining: _____

Excluded: _____

Property to be sold as is.

14. CONDITION OF PHOPERTY. The Seller (to the best of their knowledge) represents that the structure, walls, ceilings, and roof of any improvements, including out buildings, and all utility services such as electrical, heating, air conditioning, plumbing (including water heater, wells and septic system), appliances, fireplaces and chimneys, pools, spa, tennis courts, and similar items or other amenities, if any, shall be in good repair and working order when Buyer closes this sale. Property to be broom clean at time of possession. (See Seller's Property Condition Disclosure)

Seller shall cause all utility services and any pool, spa, and similar items to be operational so that Buyer may complete all inspections and tests under this Agreement. Buyer agrees to assume all liability for the acts of themselves, their inspectors and/or representatives in exercising their rights under this paragraph and agree to hold Sellers and Seller's representatives harmless. Buyer waives any objections to matters of purely cosmetic nature disclosed by inspection. Buyer has no right to require repairs or alterations purely to meet current building codes, unless required to do so by governmental authorities.

A. Buyer shall have the option, at Buyer's expense, to have the property inspected by an engineer or inspector of Buyer's choice. Any such inspection shall be completed within 10 business days of final acceptance of this contract. Buyer has the right to terminate the contract within three (3) business days after inspection and require a full refund of earnest money if inspection report is not satisfactory to Buyer.

If the inspection is not satisfactory to Buyer, Buyer will submit to Seller a list of repairs required to be made. Repairs will not be required as to cosmetic items or items lawfully installed (at time of installation), and performing the function for which intended. This condition shall be deemed satisfied unless Buyer gives Seller a written list of required repairs by the end of the third business day of the inspection.

In the event Buyer submits a list of repairs, Seller shall have two (2) business days after receipt of list of repairs to agree to perform such repairs.

If Seller does not agree to perform such repairs, Seller shall so notify buyer in writing within two (2) business days and the contract shall be terminated and the earnest money refunded.

Unless, within two (2) business days of receipt of Sellers notice, Buyer gives written notice to Seller that Buyer will accept the property without such repairs being made.

Neither Seller nor Agents shall have any liability for the condition of the property after closing.

B. Final Inspection: The above notwithstanding, Buyer shall have the right to conduct a final inspection of the Property no later than 1 calendar days prior to closing only to confirm the Property is in the same or better condition as it was in on the Binding Agreement Date, normal wear and tear excepted, and to determine that all repairs/replacements have been completed.

15. REPAIRS. The repairs required to be made by the Seller (with the exception of paragraph 16 - "Pest" and paragraph 17 "Septic" of this contract) shall not exceed a maximum cost of $

Should such repairs exceed such amount, then Seller shall have the option to make such repairs in excess of such amount. If Seller does not so elect, then Buyer shall have the option to terminate this contract or to require Seller to make the repairs only up to the required amount, and Buyer complete the remaining repairs at Buyers' expense.

Buyer _____ Seller _____ Trustee

32. **BROKERAGE.** Seller agrees to pay Listing and/or Selling Broker at closing the commission specified by separate agreement. The Listing Broker will direct the closing agent / attorney to pay the Selling Broker, from the commission received, an amount in accordance with the terms and provisions specified by separate agreement.

33. **TERMINATION OF OFFER.** This offer shall expire at 6 : 00 P.M., on 9-11-2002, unless written acceptance signed by all necessary persons is delivered to Buyer or Buyer's Agent prior to such date and time. This offer may be withdrawn at any time prior to delivery of acceptance.

34. **EQUAL HOUSING.** This Property is being sold without regard to race, color, sex, religion, handicap, familial status or national origin.

I CERTIFY THAT I HAVE FULLY READ, UNDERSTAND, AND ACCEPT ALL OF THE PROVISIONS OF THIS CONTRACT.

Signed this the 8TH day of SEPTEMBER, 2002 at 3:30 o'clock .am; Xpm; and a copy hereof received:

Buyer W. Wilson **Buyer** _____

The foregoing offer is accepted at _____ o'clock .am; .pm; this _____ day of _____, _____.

SELLER SELLER

The Sellers have accepted this offer subject to the terms of the attached counter offer at 1:00 o'clock am; X pm; this 9th day of September, 2002.

SELLER SELLER

The Sellers have rejected this offer and make no counter offer. _____ o'clock am; pm; this _____ day of _____, _____.

SELLER SELLER

Buyer's Social Security Number(s): Seller's Social Security Number (s):

Buyer's Social Security Number(s): Seller's Social Security Number (s):

AGENT INFORMATION

Selling Agent: Jay Lloyd
Name Coldwell Banker Lakeside

Public ID: LLOYDF
Office #: 758-0488
Home#: 444-0126
Fax: 758-0406

Listing Agent: Bob Stanfield
Name

Public ID: STANFIELD
Office #: 459-8000
Home #: 877-8896
Fax#: 252-2096

HENDERSONVILLE OFFICE
530 West Main Street
Hendersonville, TN 37075
Phone: (615) 824-5920
(800) 933-5920
Fax: (615) 824-8435

COLDWELL BANKER
LAKESIDE REALTORS
Expect the best.™

MT. JULIET OFFICE
2600 N. Mount Juliet Road
Mount Juliet, TN 37122
Phone: (615) 889-5656
(615) 758-0488
(800) 884-8710
Fax: (615) 758-0406

COOPERATIVE AGREEMENT

The disbursement of commissions payable in connection with the sales contract dated 9-8-2002, for the property located at 400 LORNA DR. (Street) NASHVILLE (City) TN (State) 37214 (Zip Code)

Executed by WESLEY R. WILFORD as PURCHASER/s and Susan R. Limos, Trustee as SELLER/s shall be as follows:

LISTING BROKER / AGENCY:

Agent	Company Name	Commission %
FAY LLOYD	COLDWELL BANKER LAKESIDE	3

SELLING BROKER / AGENCY:

Agent	Company Name	Commission %
BOB STANFIELD	ACTION HOMES	3

NOTE: The listing agency shall furnish a copy of this agreement to the LENDER / CLOSING AGENT prior to the closing of this transaction and hereby authorizes the CLOSING AGENT to disburse funds as designated by this agreement.

This agreement shall be binding upon and shall insure to the benefit of the parties hereto, their heirs, successors and assigns.

ACTION HOMES	COLDWELL BANKER LAKESIDE
Listing Company	Selling Company
BOB STANFIELD	FAY LLOYD
Listing Agent	Selling Agent
9-9-02	9-8-2002
Dated	Dated

COLDWELL BANKER
LAKESIDE REALTORS
Each Office Is Independently Owned And Operated

CONFIRMATION OF AGENCY STATUS

Real estate licensees are required to disclose which party they represent in a real estate transaction. The purpose of this Agency Disclosure Statement is to acknowledge that this disclosure occurred, and copies of this disclosure must be provided to all signatories thereof. Notice is hereby given that the agency status of this licensee (or licensee's company) is as follows in this transaction (check one only):

The company, **Coldwell Banker Lakeside Realtors,** in the real estate transaction involving the property located at 400 Lorna Dr.
Property Address
Nashville, TN 37214
City, State and Zip

_____ is serving as a Transaction Broker - (not an agent for either party).

_____ has appointed _____ to serve as a Designated Agent for the Seller.

✓ has appointed Jay Lloyd to serve as a Designated Agent for the Buyer.

This Confirmation of Agency Status is provided to inform all parties of agency relationships in this transaction and may be made available to any and all parties for their information. The agency status indicated above, moreover, was communicated - prior to the preparation or presentation of any offer to purchase - to all parties involved in this transaction. **This notice by itself, however, does not constitute an agency agreement.**

Date: 9-7-2002 Licensee's Signature: Jay Lloyd

Acknowledgements:
I acknowledge the above confirmation of agency status.

Date: 9/9/2002 Signature of Seller: Susan L Fox Trustee

Date: 9-8-2002 Signature of Buyer: X W. Wilson B

Faxed signatures will suffice for acknowledgement(s) of the above confirmation.

Creditor Mailing List
3 02-04494 (Nashville)

NUTT, ELAINE

Creditor Mailing List 3 02-04494 Produced on 09/18/02	SUSAN R. LIMOR 2814 DOGWOOD PLACE NASHVILLE, TN 37204	MARK PODIS 1161 MURFREESBORO RD STE 300 NASHVILLE, TN 37217
NUTT, ELAINE PO BOX 140186 NASHVILLE, TN 37214	AMERICAN EXPRESS PO BOX 530001 ATLANTA, GA 30353--000	CALDWELL, CHARLIE METROPOLITAN TRUSTEE 800 2ND AVE N NASHVILLE, TN 37201--108
CAPITOL ONE FSB PO BOX 85184 RICHMOND, VA 23285--518	DIANON SYSTEMS 200 WATSON BLVD STRATFORD, CT 06615--716	EASON ESQ, RICHARD 222 2ND AVE N STE 350M NASHVILLE, TN 37201--165
HOUSEHOLD RETAIL SERVICES INC PO BOX 7680 CAROL STREAM, IL 60116--000	HUTCHINSON WARREN & ASSOC PO BOX 8018 STERLING HEIGHT, MI 48311--801	IC SYSTEM INC PO BOX 64378 SAINT PAUL, MN 55164--037
JC PENNEY PO BOX 533 DALLAS, TX 75221--053	JONES, J. PHILLIP TATUM & JONES 2001 CHARLOTTE AVE STE 200 NASHVILLE, TN 37203--203	LIMOR, SUSAN R. 2814 DOGWOOD PL NASHVILLE, TN 37204--310
NUTT, ELAINE PO BOX 140186 NASHVILLE, TN 37214--018	PEEBLES 1 PEEBLES ST SOUTH HILL, VA 23970--331	PODIS, MARK 1161 MURFREESBORO PIKE STE 300 NASHVILLE, TN 37217--226
QVC PO BOX 105975 ATLANTA, GA 30348--597	RETAILERS NATIONAL BANK PO BOX 59231 MINNEAPOLIS, MN 55459--023	RETAILERS NATIONAL BANK THE CREDITOR'S RIGHTS & BANRUPTCY G 695 RANCOCAS RD STE 101 WESTAMPTON, NJ 08060--562
UNION PLANTERS BANK PO BOX 18001 HATTIESBURG, MS 39404--800	WEINSTEIN, MANLEY, RILEY, TREIGER, 2101 4TH AVE STE 900 SEATTLE, WA 98121--233	WELLER GREEN TOUPS & TERRELL LLP PO BOX 350 BEAUMONT, TX 77704--035

PACER Service Center

Transaction Receipt

09/18/2002 16:44:36

PACER Login:	li0108	**Client Code:**	
Description:	Creditor List	**Case Number:**	3 2002-04494
Billable Pages:	1	**Cost:**	0.07


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