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2004 SEP -9 AM 10:09

RICHARD R. ROOKER, CLERK

D.C.

2004 JUL 26 PM 1:

RICHARD R. ROOKER, CLERK

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

IN THE ESTATE OF:

BERTIE M. BINKLEY

Deceased.

DOCKET NO.: 03P-1209

ORDER CLOSING THE ESTATE

From the record as a whole, the Court finds as follows: The following documents have been filed or are contemporaneously filed herewith:

1. Affidavit of Personal Representative Regarding TennCare.
2. Tennessee Department of Revenue Inheritance Tax Closing Letter.

No claims have been filed after proper notice was given. All costs associated with this matter have been paid.

A review of the records as a whole would support that it is appropriate to close the estate.

IT IS, THEREFORE, **ORDERED, ADJUDGED AND DECREED,** that the estate of Bertie M. Binkley is hereby closed.

ENTERED, this 9th day of Sept., 2004.

Randy Kennedy

RANDY KENNEDY, JUDGE

or Probate Master

Davidson County ORDER
Recvd: 01/27/05 11:51 6 pgs
Fees:32.00 Taxes:0.00

20050127-0010126

PICK-UP

APPROVED FOR ENTRY:

J. Trent Lehman #28164
One Washington Square, Suite 103
214 Second Avenue, North
Nashville, TN 37201
(615) 256-2602

RICHARD R. ROOKER CIRCUIT COURT CLERK

I hereby certify that this is a true copy of original instrument filed in my office this 26th day of Jan 2005
RICHARD R. ROOKER, CLERK
By
Deputy Clerk

FILED

First of two pages

2003 AUG 20 AM 10: 25

RICHARD R. ROOKER, CLERK

D.C.

THE LAST WILL AND TESTAMENT
OF
BERTIE M. BINKLEY

I, Bertie M. Binkley, being of sound mind and disposing memory, do hereby make and publish this my last will and testament, hereby revoking any and all wills heretofore made by me.

ITEM I. I desire that my Executor, hereinafter named, first pay out of my estate all of my just debts, including funeral expenses.

ITEM II. I hereby give, bequeath and devise all my right, title and interest in and to my real property located at 1132 Lipscomb Drive, Nashville, Tennessee, to James L. Barton, 5312 Barton Vale Court, Nashville, Tennessee, now the Minister of the First Christian Church, 605 West Old Hickory Blvd, Madison, Tennessee 37115. If James L. Barton is deceased, said property is hereby bequeathed to his son, John P. Barton. 4-18-0

~~ITEM III. I hereby give and bequeath to Mrs. Marie Brown, 470 Trousdale Drive, Nashville, Tennessee 37211, my diamond bracelet and my rose colored antique bench now in my bedroom.~~ Bertie M. Binkley 2/25/

ITEMS IV. I give and bequeath to the following:

My two diamond rings and black mink coat to Julia E. Barton.

~~My doll dressed in red velvet is to be given to Mario Brown.~~ 9-7-0 Bertie M. B

~~My white 1991 Honda automobile is to be given to James L. Barton.~~ 9-7-0 Bertie

~~Sandra English, wife of Morris English who resides in or near Franklin, Tennessee, is to be given my tan mink coat.~~ Bertie M Binkley 10/

ITEM V. ~~My dog Pearl, if she is still alive, is to be given to Mrs. Sandra English, Franklin, Tennessee, together with $ 1,000.00 for food and medical treatment for Pearl. Pearl is to be buried in Pet Hill Cemetery, Columbia, Tennessee.~~ Bertie M. Binkley 10/9/97

Bertie M. Binkley 3/25/96

Second of two pages (Last Will and Testament of Bertie M. Binkley)

ITEM VI. All the rest and residue of my estate is to be given to James L. Barton.

ITEM VII. I nominate and appoint James L. Barton as my Executor without the necessity of making bond, or filing inventory.

Witness my hand this 28 day of March 1996.

Bertie M. Binkley
Bertie M. Binkley

State of Tennessee
County of Davidson

Jean May
WITNESS

Kim Booker
WITNESS

Subscribed, sworn to and acknowledged before me by Bertie M. Binkley, the declarant and subscribed and sworn to before me by Kim Booker and Jean May witnessed, the 28 day of march, 1996.

Notary Public

My Commission Expires JULY 26, 1997
My Commission Expires _____

K 4635

This instrument prepared by
Paul G. Degen counsel for
1811 Pan Am Nashville Bank Bldg

Installment Deed

BOOK 4635 PAGE 601

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Bertie M. Binkley (NAME)	Bertie M. Binkley (NAME)	
1132 Lipscomb Drive (STREET ADDRESS OR ROUTE NUMBER)	1132 Lipscomb Drive (STREET ADDRESS)	131-12
Nashville, Tennessee 37204 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37204 (CITY) (ZONE) (STATE)	1

FOR AND IN CONSIDERATION of the sum of Forty Thousand ($40,000.00) *Dollars,*

of which Nine Thousand Five Hundred ($9,500.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty Thousand Five Hundred ($30,500.00) *Dollars,*

Bertie M. Binkley

he executed a promissory note dated September 1, 1972 in the principal amount of $30,500 payable in 360 monthly installments of $202.92 each; each of which include interest on the unpaid balance at the rate of 7% per annum;

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Martha B. Schuster, the widow of William D. Schuster, deceased, has

~~HAVE~~ *this day bargained and sold, and do hereby transfer and convey unto the said* Bertie M. Binkley, her

~~(HEIRS)~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:* being lot No. 3 on the plan of Lea-Gran Estates, as of record in Book 2083, page 88, Register's Office for said County, described as follows:

Beginning on the northerly margin of Lipscomb Drive at the corner of Lots Nos. 2 and 3; thence with the line between said lots, northwardly 237.3 feet to the corner of Lots Nos. 3 and 4; thence with the line between said lots, southeastwardly 238.3 feet to the northwesterly margin of Batey Drive; thence with the line of said Drive southwesterly 156.6 feet to a concrete monument, the beginning of a curve; thence around said curve with a radius of 25 feet 32.54 feet to the northerly margin of Lipscomb Drive; thence with the northerly margin of said Drive, northwestwardly 152.64 feet to the point of beginning.

Being the same property conveyed to William D. Schuster and wife, Martha B. Schuster by deed from M. L. Maxwell and wife, Ethel R. Maxwell, of record in Book 2856, page 362, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 40,000.00

Subscribed and sworn to before me, this the 31st day of August 1972

X Martha B. Schuster
Affiant

My commission expires: May 9 1973
(DATE)

Notary Public

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Property taxes for 1972 are a lien on the land and the grantee assumes the payment of such taxes.

This conveyance is subject to the set back line and other restrictions shown on plan in Book 2083, page 88 Register's Office for Davidson County, Tennessee and the restrictive covenants recorded in Book 2277, page 107, Register's Office for Davidson County, Tennessee.

This conveyance is subject to existing building restrictions, applicable zoning ordinances and recorded easements, if any, other than those disclosed herein.

This is ( ) unimproved (X) improved property, known as 1132 Lipscomb Drive (House Number) (Street) Nashville, Tennessee (P. O. Address) (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Bertie M. Binkley, her *heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered,* except as stated herein.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Bertie M. Binkley, her *heirs and assigns, against the lawful claims of all persons.*

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof; as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Bertie M. Binkley *hereinafter referred to as trustors, hereby transfer and convey unto* Seymour Samuels, Jr. *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $ 30,500.00 *or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

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