Davidson County DEEDWARR
Recvd: 11/15/06 15:01 9 pg
Fees:48.00 Taxes:477.30

20061115-0142054

|STATE OF TENNESSEE
|COUNTY OF Davidson
|THE ACTUAL CONSIDERATION OR VALUE,
|WHICHEVER IS GREATER, FOR THIS TRANSFER IS
|$129,000.00
|
|Affiant
|SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE
|13th DAY OF November, 2006.
|
|NOTARY PUBLIC:
|MY COMMISSION EXPIRES: 3-31-07
(AFFIX SEAL)

JAMES C. SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

THIS INSTRUMENT WAS PREPARED BY
Athens Title & Escrow LLC, 5115 Maryland Way Brentwood, TN 37027

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Christopher Moore<br>2954 Anderson Road<br>Nashville TN 37217 | Ownit Mortgage Solutions<br>11700 Greta Oaks Wy<br><br>Alpharetta, GA 30022 | Map 150 05 0<br>Parcel 068.00 |

For and in consideration of the sum of ten dollars, cash in hand paid by the hereinafter named grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, we,

James R. Moore, unmarried and Roger Dale Matthews, Unmarried

Hereinafter called the grantors, have bargained and sold and by these presents do transfer and convey unto

Christopher Moore, an unmarried man

Hereinafter called the grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, state of Tennessee, described as follows: To wit:

Land in Davidson County, Tennessee, being Lot No. 629 on the Map of Edge – O – Lake Estates, Section 12, of record in Book 3842, page 236, Register's Office for said County.

Said Lot No. 629 fronts 80 feet on the northerly side of Anderson Road and extends back 100.59 feet on the easterly line and 142.81 feet on the westerly line, to a broken line in the rear, measuring 94.37 feet thereon.

Being the same property conveyed to James R. Moore, an unmarried person, and Richard W. Zelek, an unmarried person, by Warranty Deed, dated March 4, 1994 from John Donald Smith and wife, Janeice Smith, recorded in Deed Book 9271, page 19, in the Register of Deeds Office in and for Davidson County, Tennessee, and being further conveyed to:

Being the same property conveyed by Quitclaim Deed to Roger Dale Matthews, from Richard William Zelek, who conveyed his interest only, in said Deed dated June 25, 1999, and filed for record in Deed Book 11542, page 602, Register of Deeds Office here and for Davidson County, Tennessee.Land in Davidson County, Tennessee, being Lot No. 629 on the Map of Edge – O – Lake Estates, Section 12, of record in Book 3842, page 236, Register's Office for said County.

Said Lot No. 629 fronts 80 feet on the northerly side of Anderson Road and extends back 100.59 feet on the easterly line and 142.81 feet on the westerly line, to a broken line in the rear, measuring 94.37 feet thereon.

Being the same property conveyed to James R. Moore, an unmarried person, and Richard W. Zelek, an unmarried person, by Warranty Deed, dated March 4, 1994 from John Donald Smith and wife, Janeice Smith, recorded in Deed Book 9271, page 19, in the Register of Deeds Office in and for Davidson County, Tennessee, and being further conveyed to:

Being the same property conveyed by Quitclaim Deed to Roger Dale Matthews, from Richard William Zelek, who conveyed his interest only, in said Deed dated June 25, 1999, and filed for record in Deed Book 11542, page 602, and being re-recorded for correction in Instrument No. 20061115014203 Register of Deeds Office here and for Davidson County, Tennessee.

This conveyance is made subject to the following:

1) 2006 taxes and subsequent years.
2) Any and all restrictions, conditions, and easements of record.

This is ☐ un ☒ improved property known as: 2954 Anderson Road Nashville TN 37217
(House Number) (Street) (P.O. Address) (City or Town) (Postal zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever 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(s) this 13th day of November, 2006.

James R. Moore

Roger Dale Matthews

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, James R. Moore and Roger Dale Matthews, with whom I am personally acquainted, (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 13th day of November, 2006.

NOTARY PUBLIC

JAMES C. SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 3-31-07

**ATTACHED HERETO CERTAIN EXHIBIT (S), BEING:**

**EXHIBIT: A1, A2, A3, A4, A5, and A6. ORDER TO SELL.**

**EXHIBIT: B, AFFIDAVIT.**

PLEASE RETURN TO:
Athens Title & Escrow LLC
5115 Maryland Way
Brentwood, Tennessee 37027

**EXHIBIT**
**A-1**



LAW OFFICES OF ELIZABETH H PARROTT
ELIZABETH H PARROTT#
*Attorney at Law*
701 Broadway Ste B-08
Nashville, TN 37203
*Mailing address:*
PO Box 23408
Nashville, TN 37202
ehplaw1@birch.net
615-742-9220
fax: 615-770-9906

#Admitted in TN GA NC

November 7, 2006

VIA FACSIMILE 907-2970

Pam Ford

RE: Roger Matthews

Dear Pam:

I represent Mr. Matthews in his Chapter 13 Bankruptcy. I previously forwarded the order allowing Mr. Matthews to sell his house as signed by the Court. All of Mr. Matthews proceeds minus a $5,000.00 exemption shall be forwarded to the Chapter 13 Trustee at PO Box 190664 Nashville TN 37219-0664. His case number 05-09230. These proceeds are to pay off his chapter 13 plan.

It is my understanding that there may also be an issue with AEDC credit Union. I am attaching a copy of their proof of claim filed with the Court which shows these debts as a judgment lien. However, I am also enclosing a copy of the confirmation and plan terms showing that AEDC is treated as unsecured as the lien is voidable as a preference. AEDC did not object to this treatment. From the Trustee records there is only $2,490.51 approximately left on the balance to AEDC.

If necessary I can file an emergency motion to void the lien based on preference but it should not be necessary as the plan should be paid off through the proceeds.

If you need additional information or have any questions, please feel free to contact me at 615-742-9220.

Very Truly Yours,

Elizabeth H Parrott

# EXHIBIT
# A-2



George C. Paine, II
US Bankruptcy Judge
Dated: 10/31/06

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

| | | | |
|---|---|---|---|
| **IN RE:** | **ROGER MATTHEWS** | ) | **Case no:05-09230** |
| | **Debtor** | ) | **Chapter 13** |
| | | ) | **Judge Paine** |

**ORDER TO SELL REAL PROPERTY**

This matter is before the Court upon the Motion to Sell Real Estate, and it appearing to the Court, that adequate and proper notice was given as required by LBR 9013-1 and the order shortening the time, and no objections or responses having been made within the time allowed,

IT IS, THEREFORE, ORDERED that the debtors may sell their property pursuant to the contract with all proceeds going to the Chapter 13 trustee except for the $5,000.00 of the claimed exemption which Debtors shall receive at closing.

APPROVED FOR ENTRY:

/S/ELIZABETH H PARROTT
Elizabeth H Parrott (18420)
Attorney for Debtor
PO Box 23408
Nashville, TN 37202
chplaw1@birch.net
615-613-0105

**CERTIFICATE OF SERVICE**

I hereby certify that a true and exact copy of the foregoing document was previsouly mailed by U.S. mail, postage prepaid, on this 11th day of October, 2006, to the following individual(s): Debtor, Chapter 13 Trustee, US Trustee and all creditors.

/S/ELIZABETH H PARROTT
Elizabeth H Parrott

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

# EXHIBIT
# A-3



UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

DEBTOR **ROGER MATTHEWS** Case No. 05-09230-GP3-13

**SSN XXX-XX-3272**

ORDER CONFIRMING CHAPTER 13 PLAN, GRANTING CERTAIN MOTIONS AND NOTICE OF OPPORTUNITY TO OBJECT

DONE AS STATED 10-17-05

A summary of the debtor's plan has been transmitted to scheduled creditors and it has been determined after notice and an opportunity for hearing that the plan meets the confirmation requirements of 11 U.S.C. Section 1325; therefore, It is ORDERED that:

1. The debtor's plan is confirmed as provided below.

2. The debtor is enjoined from incurring any debts except such debts as may be necessary for emergency medical or hospital care pursuant to 11 U.S.C. Section 1305.

3. The debtor submits future income to the control of the Trustee as follows:

$ 133.35 WEEKLY from UPS

b. The debtor must pay a minimum "base" dividend amount of $ 24,600 to the Trustee to complete payments under the plan.

4. From funds received, the Trustee shall disburse as follows:

a. To the Court Clerk the sum of $155.00 and $39.00 for filing and noticing fees.

b. To the Trustee, compensation and expenses pursuant to 28 U.S.C. Section 586(e) and 11 U.S.C. Section 1326(b)(2).

c. To the debtor's attorney, the sum of $ 1900 to be paid in accordance with the Local Rules of the Court

d. To creditors holding allowed claims as follows:

i. To claimholders entitled to priority under 11 U.S.C. Section 507, payment in full as follows:

UNITED STATES TREASURY (01-04 TAXES) paid in full prior to unsecured claims.

ii. To secured claimholders, the amount of each allowed secured claim indicated below not to exceed teh present value of each claimholder's security determined by this order pursuant to U.S.C. Section 506:

| Class | Creditor Name | Interest | Value | Month |
|---|---|---|---|---|
| 2 | BEST BUY - RETAIL SERVICES<br>*LAPTOP COMPUTER* | 6.5% | $ 500 | all for |
| 1 | DAIMLERCHRYSLER SERVICES<br>*02 DODGE INTREPID* | 6.5% | $ 10,600 | $ 136.25 |

The secured claimholders listed above shall retain liens pursuant to 11 U.S.C. §1325 (a)(5)(b), until such allowed secured claims are satisfied at which time liens shall be released upon satisfaction of allowed secured claims.

iii. There are no long term claims paid by the Trustee.

RECEIVED
OCT 26 2005

005883

# EXHIBIT
# A-4



Pursuant to 28 U.S.C. Section 586, The United States Trustee has precluded the Trustee from Assessing any percentage fee on the maintenance payments of "long term" debts in which arrearage exists that is cured pursuant to 11 U.S.C. Section 1322(b)(5). Such fee is assessed on disbursements to cure the arrearage.

The Trustee may adjust the postpetition regular payments noted above and payments to the plan in paragraph 3 upon filing notice of such adjustment to debtor, debtor's attorney, creditor, and the U.S. Trustee where, and to the extent the underlying contract provides for modification.

iv. To unsecured claimholders, in classes and paid in classes, sequentially as shown below:

Except as provided immediately above, allowed unsecured claimholders will be paid a dividend of at least 30 %

5. Other provisions of the plan, including payments to be made directly by debtor, collateral to be surrendered and other conditions:

WASHINGTON MUTUAL HOME LOANS (MORTGAGE REGULAR PAYMENT) Paid direct by debtor.

AEDC FCU 2nd Mtg w/s - lien voidable as preference

If there is a surrender of property securing a claim, the automatic stay of 11 U.S.C. Section 362(a) is terminated to permit recovery and disposition of the surrendered property.

6. The plan rejects all executory contracts, except such executory contracts as follows:

7. The plan is expected to last approximately 60 months.

8. Creditors not advising the Trustee of address changes may be deemed to have abandoned claims.

9. All property shall remain property of the estate and shall vest in the debtor only upon dismissal, discharge or conversion. The debtor shall be responsible for the preservation and protection of all property of the estate not transferred to the Trustee.

10. Post-petition claims, allowed pursuant to 11 U.S.C. Setcion 1305, shall be paid in full but subordinated to the payment of unsecured claims as provided in Paragraph 4 above.

# EXHIBIT
# A-5



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

IN RE:

MATTHEWS, ROGER
Debtor(s)

Case No. 3:05-BK-09230

CHAPTER 13
PROOF OF CLAIM

Name of Creditor: AEDC FEDERAL CREDIT UNION

Mailing Address: P.O. BOX 120

City, State, Zip: TULLAHOMA, TN 37388

Account No. 415063272-15 & 99

1. Unpaid principal or unpaid amount of judgment. This amount should contain no unmatured interest. Interest will be computed by the Trustee's office as provided in the plan. Real estate mortgage holders should file two claims: one claim should include only arrearage, late fees, attorneys fees and foreclosure costs incurred through date of filing of the debtor's bankruptcy petition; a separate claim should reflect the payoff balance, the regular monthly payment and applicable interest rate.

$4191.47

2. Other charges allowable. Examples include insurance charge, foreclosure expense, repossession expense, etc.

$_____

Explain: _____

3. Attorney fee for representation in Bankruptcy Court if provided in note or contract and actually paid.

$150.00

4. TOTAL CLAIM (add 1 through 3 above). $4341.47

5. If judgment, amount $4069.15, date 5/6/05, docket #05-00955, at: Coffee Co. General Sessions Court. Judgment Lien Recorded 6/2/05 Davidson County 10.5% Interest

6. Type of debt:

SECURED [X]
UNSECURED [ ]
PRIORITY [ ]

Unsecured claimants should attach statement of account or note. If you claim to be secured you must attach a copy of the security instrument, promissory note, and proof of perfection. If secured the total value of the collateral securing the obligation is:

VALUE: $_____

7. The claimant signing below hereby asserts a claim against the debtor in the amount above. The creditor states that there are no set offs or counterclaims which the debtor may have; that the undersigned is authorized to file this Proof of Claim, and that this claim contains no unmatured interest.

8. Any distribution will be made to the creditor at the address above unless otherwise noted here:

_____
_____
_____
_____

August 24, 2005
DATE

/s/ Glenn Cox
Glenn Cox # 006138
P.O. Box 1121
Columbia, TN 38402-1121
(931) 388-3215
(931) 388-4916 fax
Email: glenncoxecf@hotmail.com

This Proof of Claim should be filed by the time of the first meeting of creditors.

PENALTY FOR FRAUDULENT CLAIM IS FINE UP TO $5,000.00 OR IMPRISONMENT UP TO 5 YEARS OR BOTH.
TITLE 18, U.S.C. §152.

**EXHIBIT**
**A-6**



# STATE OF TENNESSEE, COUNTY OF COFFEE

To Any Lawful officer with said County:
You are hereby commanded to summon ROGER D. MATTHEWS

to appear before the Court of General Sessions of Coffee County, Tennessee, to be held in the Court Room in Tullahoma, Tennessee, on May 6, 2005, at 9:00 a.m., then and there to answer in a civil action brought by AEDC FEDERAL CREDIT UNION for default on a note dated September 25, 1998, with an outstanding balance in the amount of $1,197.77; and default on Visa account #4843-9600-1608-8058, with an outstanding balance in the amount of $2,812.24, plus all interest, court costs, costs of collection, and late fees, if any.

Davidson County LIENCVLARR
Recvd: 05/02/05 08:11 2 pgs
Fees:12.00 Taxes:0.00
20050602-0062016

under $15,000.00 Dollars.
This 9th day of March, 2005.

Heather H. Duncan
Clerk of Court of General Sessions

BOND

We, _____, Principal, and _____, Surety, do hereby bind ourselves, our heirs and assigns in the penal sum of Two Hundred Fifty ($250.00) Dollars, conditioned that the plaintiff shall prosecute this suit with effect or pay such costs and damages as may be adjudged against him by the Court having cognizance thereof.

This _____ day of _____, _____.

_____, Principal

_____, Surety

CASH RECEIVED IN LIEU OF BOND

I certify that AEDC FEDERAL CREDIT UNION paid into my hands the sum of $ 72.00, and $ 22.00 to the Sheriff of Davidson County in lieu of bond to secure the costs of this suit as provided by law.
This 9th day of March, 2005.

Heather H. Duncan, Clerk

PAUPER'S OATH

I, _____, do solemnly swear that I am a resident of the State of Tennessee and that owing to my poverty, I am not able to bear the expense of the action which I am about to commence and that I am justly entitled to the relief sought, to the best of my belief.

_____

Sworn to and subscribed before me this _____ day _____, _____.

FILED
MAR - 9 2005
COURT

I, the undersigned, Circuit Court Clerk, do hereby certify that this is a true and correct copy of the original of this instrument.
Dated this 30th day of May, 2005
Heather H. Duncan
Sessions Court / Coffee County

Prepared by:
Athens Title & Escrow LLC
5115 Maryland Way
Brentwood, TN 37027

EXHIBIT "B"

# Affidavit of Indemnity Agreement

To Whom It May Concern:

Whereas on July 13, 2006, a Judgment against Danita Monterrosas and James Moore, in the amount of $230.00, plus costs, was filed for record in the Register of Deeds Office in and for Davidson County, Tennessee, in Instrument Number 20061024-0132035.

Whereas said judgment shows an address of 4657 Long Br, Antioch, TN 37013.

Whereas plaintiff is shown to be CASH TOWN c/o John M Richardson Jr., P.C.

Now therefore, I James Randal Moore, after being duly sworn make the following oath:

I am a residence of Antioch Davidson County, Tennessee.

I now reside at 2954 Anderson Lane, Antioch, Tennessee 37013.

My Social Security Number is [redacted]-8126.

To the best of my knowledge, no attempt has been made to collect any fees, or charges. No attempt has been made to place a lien on my property.

I hereby assert that I am not the James Moore as listed in such judgment.

I further shall indemnify and hold harmless Chicago Title Company, Athens Title & Escrow LLC, and or its assigns against all loss, damage, and costs, including reasonable attorneys' fees, suffered as a result of their reliance upon the statements made herein, and/or any incorrectness in said statements.

Under the agreement as stated, I make oath that said Judgment is NULL AND VOID.

Further affiant saith not.

Witness my hand and seal on this the 13 day of November, 2006.

James Randal Moore

James Randal Moore, affant

STATE OF Tennessee
COUNTY OF Davidson
Personally appeared before me, James Randal Moore, with whom I am personally acquainted, (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 13 day of November, 2006.

NOTARY PUBLIC

My Commission Expires: 3-31-07

JAMES C. SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY