BILL GARRETT, Davidson County
Trans:T20120019307 DEEDWARR
Recvd: 03/16/12 13:12 23 pgs
Fees:118.00 Taxes:888.00
20120316-0022768

This Instrument Prepared By:

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

| **Address New Owner:** | **Send Tax Bills To:** | **Map-Parcel Numbers:** |
|---|---|---|
| Brian Lynn Hunter<br>Sadie Frances Hunter<br>1329 Fernbank Drive<br>Madison, TN 37115 | American Equity<br>Mortgage, Inc.<br>11933 Westline<br>Industrial Dr<br>St. Louis MO 63146 | Map 052-13-0<br>Parcel 003.00 |

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

| | | |
|---|---|---|
| **IN RE:** | ) | |
| | ) | |
| **MICHAEL PHILLIP CHAPPELL,** | ) | **BK No. 11-10555-RM3-7** |
| | ) | |
| **Debtor(s),** | ) | |

**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 Michael Phillip Chappell, hereby bargain, sell, and convey to Brian Hunter and wife, Sadie Hunter, all of my interest in the following-described property located in Davidson County, State of Tennessee:

> Land in Davidson County, Tennessee, being Lot No. 1 on the Map showing subdivision of Lots Nos. 45, 46, 47, 48 and 49 in Montague Subdivision, as of record in Book 547, page 35, Register's Office for said County, described as follows:
>
> Beginning in the center of Fern Bank Drive at the corner of Lots Nos. 1 and 2; thence with the center of said Drive, southwardly 115.6 feet; thence eastwardly 25 feet to the easterly margin of said Drive; thence South 6 deg. east 218 feet; thence South 52 deg. east 100 feet to low water mark of the Cumberland River; thence with said low water mark, northwardly 270.6 feet to the corner of Lots Nos. 1 and 2; thence with the line between said two lots, westwardly 289 feet to the beginning, containing 1.43 acres, more or less.
>
> Being the same property conveyed to Michael Chappell by deed from John H. Gibson, a widower, dated June 14, 2002, of record in Instrument No. 20020620-0074477, Register's Office for Davidson County, Tennessee.
>
> This is improved property known 1329 Fernbank Drive, Madison, Davidson County, Tennessee 37115.

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 Brian Hunter and wife, Sadie Hunter, their heirs

and assigns forever. Grantor conveys said property pursuant to Trustee's Motion to Sell Property, sent to all creditors and parties in interest on February 2, 2012, no objections having been filed, and the Order to Sell Property entered by the Court on February 16, 2012.

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 13th day of March 2012.

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 13th day of March 2012.

Notary Public

My Commission Expires: January 6, 2015

STATE OF TENNESSEE )
) ss:
COUNTY OF DAVIDSON )

THE ACTUAL CONSIDERATION or value, whichever is greater, for this transfer is $240,000.00.

Affiant

Subscribed and sworn to before me this 13th day of March 2012.

Notary Public

My Commission Expires: January 6, 2015

B1 (Official Form 1) (4/10)

# United States Bankruptcy Court
## Middle District of Tennessee

# Voluntary Petition

| | |
|---|---|
| Name of Debtor (if individual, enter Last, First, Middle):<br>**CHAPPELL, MICHAEL, PHILLIP** | Name of Joint Debtor (Spouse) (Last, First, Middle): |
| All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): | All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names): |
| Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN(if more than one, state all): **1016** | Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN(if more than one, state all): |
| Street Address of Debtor (No. & Street, City, and State):<br>**1329 FERNBANK AV**<br>**MADISON TN**<br>ZIP CODE **37115** | Street Address of Joint Debtor (No. & Street, City, and State):<br>ZIP CODE |
| County of Residence or of the Principal Place of Business:<br>**DAVIDSON** | County of Residence or of the Principal Place of Business: |
| Mailing Address of Debtor (if different from street address):<br>ZIP CODE | Mailing Address of Joint Debtor (if different from street address):<br>ZIP CODE |
| Location of Principal Assets of Business Debtor (if different from street address above):<br>ZIP CODE | |

**Type of Debtor** (Form of Organization) (Check one box.)

- ☑ Individual (includes Joint Debtors) *See Exhibit D on page 2 of this form.*
- ☐ Corporation (includes LLC and LLP)
- ☐ Partnership
- ☐ Other (If debtor is not one of the above entities, check this box and state type of entity below.)

**Nature of Business** (Check one box)

- ☐ Health Care Business
- ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101(51B)
- ☐ Railroad
- ☐ Stockbroker
- ☐ Commodity Broker
- ☐ Clearing Bank
- ☐ Other

**Tax-Exempt Entity** (Check box, if applicable)

- ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code.)

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

- ☑ Chapter 7
- ☐ Chapter 9
- ☐ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13
- ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding
- ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

**Nature of Debts** (Check one box)

- ☑ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- ☐ Debts are primarily business debts.

**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 3A.
- ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.

**Chapter 11 Debtors**

**Check one box:**

- ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).
- ☐ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).

**Check if:**

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,343,300 (*amount subject to adjustment on 4/01/13 and every three years thereafter*).

**Check all applicable boxes**

- ☐ A plan is being filed with this petition
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

**Statistical/Administrative Information**

- ☐ 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**

| Estimated Number of Creditors | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| ☑ 1-49 | ☐ 50-99 | ☐ 100-199 | ☐ 200-999 | ☐ 1,000-5,000 | ☐ 5,001-10,000 | ☐ 10,001-25,000 | ☐ 25,001-50,000 | ☐ 50,001-100,000 | ☐ Over 100,000 |

| 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 | ☐ $100,000,001 to $500 million | ☐ $500,000,001 to $1 billion | ☐ More than $1 billion |

| Estimated Liabilities | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| ☐ $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 | ☐ $100,000,001 to $500 million | ☐ $500,000,001 to $1 billion | ☐ More than $1 billion |

UNITED STATES BANKRUPTCY COURT SEAL

Attest: A True Copy Certified this 3/27/12
U.S. Bankruptcy Court
By _____ Deputy Clerk

| **Voluntary Petition** *(This page must be completed and filed in every case)* | Name of Debtor(s): **MICHAEL PHILLIP CHAPPELL** | |
|---|---|---|
| **All Prior Bankruptcy Cases Filed Within Last 8 Years** (If more than two, attach additional sheet.) | | |
| Location Where Filed: **NONE** | Case Number: | Date Filed: |
| Location Where Filed: | Case Number: | Date Filed: |
| **Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor** (If more than one, attach additional sheet) | | |
| Name of Debtor: **NONE** | Case Number: | Date Filed: |
| District: | Relationship: | Judge: |

**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. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).

X **/s/ KEVIN S. KEY** **10/20/2011**
Signature of Attorney for Debtor(s) Date
**/s/ KEVIN S. KEY** **9519**

**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

**Exhibit D**

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☐ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

**Information Regarding the Debtor - 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.

☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

**Certification by a Debtor Who Resides as a Tenant of Residential Property**
(Check all applicable boxes.)

☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following).

(Name of landlord that obtained judgment)

(Address of landlord)

☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

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

Name of Debtor(s):
**MICHAEL PHILLIP CHAPPELL**

## 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.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X **/s/ MICHAEL PHILLIP CHAPPELL**
Signature of Debtor **MICHAEL PHILLIP CHAPPELL**

X **Not Applicable**
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

**10/20/2011**
Date

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of Title 11, United States Code. Certified Copies of the documents required by § 1515 of title 11 are attached.

☐ Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the Chapter of title 11 specified in the petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X **Not Applicable**
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

**Signature of Attorney**

X **/s/ KEVIN S. KEY**
Signature of Attorney for Debtor(s)

**/s/ KEVIN S. KEY Bar No. 9519**
Printed Name of Attorney for Debtor(s) / Bar No.

**KEVIN S KEY**
Firm Name

**SUITE 360-M 222 SECOND AV N**
Address

**NASHVILLE TN 37201**

**(615) 256-4080** **(615) 244-6844**
Telephone Number

**10/20/2011**
Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

**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 the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X **Not Applicable**
Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

**Signature of Non-Attorney Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

**Not Applicable**
Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X **Not Applicable**

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

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

*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

## Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 10/20/11.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

## See Reverse Side For Important Explanations

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):
MICHAEL PHILLIP CHAPPELL
1329 FERNBANK DR
MADISON, TN 37115

| Case Number: | Social Security / Individual Taxpayer ID / Employer Tax ID / Other nos: |
|---|---|
| 3:11-bk-10555 | xxx-xx-1016 |
| Attorney for Debtor(s) (name and address):<br>KEVIN STEELE KEY<br>KEVIN S KEY<br>222 2ND AVE N STE 360-M<br>NASHVILLE, TN 37201<br>Telephone number: 615 256-4080 | Bankruptcy Trustee (name and address):<br>SUSAN R LIMOR<br>SUSAN R LIMOR, ATTY AT LAW, A PROF CORP<br>2814 DOGWOOD PL<br>NASHVILLE, TN 37204<br>Telephone number: 615 742-1304 |

## Meeting of Creditors

Date: **November 21, 2011** Time: **01:00 PM**
Location: **Customs House, 701 Broadway, Room 100, Nashville, TN 37203**

## Presumption of Abuse under 11 U.S.C. § 707(b)

*See "Presumption of Abuse" on reverse side.*

The Presumption of abuse does not arise.

## Deadlines:

Papers must be *received* by the bankruptcy clerk's office by the following deadlines:

**Deadline to Object to Debtor's Discharge or to Challenge Dischargeability of Certain Debts: 1/20/12**

## Deadline to Object to Exemptions:

Thirty (30) days after the *conclusion* of the meeting of creditors.

## Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

## Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

## Creditor with a Foreign Address:

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

| **Address of the Bankruptcy Clerk's Office:** | **For the Court:** |
|---|---|
| 701 Broadway Room 170<br>Nashville, TN 37203<br>Telephone number: 615-736-5584 | Clerk of the Bankruptcy Court:<br>MATTHEW T LOUGHNEY |
| Hours Open: Monday – Friday 9:00 AM – 5:00 PM | Date: 10/21/11 |

UNITED STATES BANKRUPTCY COURT SEAL

**Attest:**
**A True Copy Certified this** 2/27/12
**U.S. Bankruptcy Court**
**By** _____
**Deputy Clerk**

# EXPLANATIONS

| | |
|---|---|
| Filing of Chapter 7 Bankruptcy Case | A bankruptcy case under Chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered. |
| **Legal Advice** | The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case. |
| Creditors Generally May Not Take Certain Actions | Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; starting or continuing lawsuits or foreclosures; and garnishing or deducting from the debtor's wages. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. |
| Presumption of Abuse | If the presumption of abuse arises, creditors may have the right to file a motion to dismiss the case under § 707(b) of the Bankruptcy Code. The debtor may rebut the presumption by showing special circumstances. |
| Meeting of Creditors | A meeting of creditors is scheduled for the date, time and location listed on the front side. *The debtor (both spouses in a joint case) must be present at the meeting to be questioned under oath by the trustee and by creditors.* Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date specified in a notice filed with the court. |
| Do Not File a Proof of Claim at This Time | There does not appear to be any property available to the trustee to pay creditors. *You therefore should not file a proof of claim at this time.* If it later appears that assets are available to pay creditors, you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your proof of claim. If this notice is mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline. |
| Discharge of Debts | The debtor is seeking a discharge of most debts, which may include your debt. A discharge means that you may never try to collect the debt from the debtor. If you believe that the debtor is not entitled to receive a discharge under Bankruptcy Code §727(a) *or* that a debt owed to you is not dischargeable under Bankruptcy Code §523(a)(2), (4), or (6), you must file a complaint — or a motion if you assert the discharge should be denied under §727(a)(8) or (a)(9) — in the bankruptcy clerk's office by the "Deadline to Object to Debtor's Discharge or to Challenge the Dischargeability of Certain Debts" listed on the front of this form. The bankruptcy clerk's office must receive the complaint or motion and any required filing fee by that deadline. |
| Exempt Property | The debtor is permitted by law to keep certain property as exempt. Exempt property will not be sold and distributed to creditors. The debtor must file a list of all property claimed as exempt. You may inspect that list at the bankruptcy clerk's office. If you believe that an exemption claimed by the debtor is not authorized by law, you may file an objection to that exemption. The bankruptcy clerk's office must receive the objections by the "Deadline to Object to Exemptions" listed on the front side. |
| Bankruptcy Clerk's Office | Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office. |
| Creditor with a Foreign Address | Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case. |

Refer to Other Side for Important Deadlines and Notices

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

| | | |
|---|---|---|
| IN RE: | ) | |
| | ) | |
| MICHAEL PHILLIP CHAPPELL, | ) | BK No. 11-10555-RM3-7 |
| | ) | |
| Debtor(s), | ) | |

**THE DEADLINE FOR FILING A TIMELY RESPONSE IS: February 12, 2012**
**IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: February 21, 2012, 9:00 A.M., COURTROOM 1, 2ND FLOOR, CUSTOMS HOUSE, 701 BROADWAY, NASHVILLE, TENNESSEE 37203**

## NOTICE OF TRUSTEE'S MOTION TO SELL PROPERTY

Susan R. Limor, Trustee, has asked the court for the following relief: to sell property.

**YOUR RIGHTS MAY BE AFFECTED.** If you do not want the court to grant the attached motion by entering the attached order, or if you want the court to consider your views on the motion, then on or before **February 12, 2012**, you or your attorney must:

1. File with the court your response or objection explaining your position. **PLEASE NOTE: THE BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE REQUIRES ELECTRONIC FILING. ANY RESPONSE OR OBJECTION YOU WISH TO FILE MUST BE SUBMITTED ELECTRONICALLY. TO FILE ELECTRONICALLY, YOU OR YOUR ATTORNEY MUST GO TO THE COURT WEBSITE AND FOLLOW THE INSTRUCTIONS AT: <https://ecf.tnmb.uscourts.gov>.**

   If you need assistance with Electronic Filing you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: 701 Broadway, 1st Floor, Nashville, TN (Monday – Friday, 8:00 a.m. – 4:00 p.m.).

2. **Your response must state that the deadline for filing responses is February 12, 2012, the date of the scheduled hearing is February 21, 2012 and the motion to which you are responding is Trustee's Motion to Sell Property.** If you want a file stamped copy returned, you must include an extra copy and a self-addressed, stamped envelope.

3. You must serve your response or objection **by electronic service through the Electronic Filing system** described above. You must also mail a copy of your response or objection to:

   U.S. Trustee, 318 Customs House, 701 Broadway, Nashville, TN 37203; and
   Susan R. Limor, Attorney at Law, A Professional Corporation, 2814 Dogwood Place, Nashville, TN 37204.

If a response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. ***THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.*** You may check whether a timely response has been filed by calling the Clerk's office at 615-736-5584 or viewing the case on the Court's web site at <https://ecf.tnmb.uscourts.gov>.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

This 2nd day of February, 2012.

**SUSAN R. LIMOR, ATTORNEY AT LAW**
**A PROFESSIONAL CORPORATION**

By: /s/ Susan R. Limor
Susan R. Limor, Trustee
2814 Dogwood Place
Nashville, Tennessee 37204
(615) 742-1304

Attest:
A True Copy
Certified this 2/27/12
U.S. Bankruptcy Court
By _____ Deputy Clerk

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

| | | |
|---|---|---|
| **IN RE:** | ) | |
| | ) | |
| **MICHAEL PHILLIP CHAPPELL,** | ) | **BK No. 11-10555-RM3-7** |
| | ) | |
| **Debtor(s),** | ) | |

**MOTION TO SELL PROPERTY**

Comes Susan R. Limor, Trustee, and moves the Court for authority to sell the following property of the estate in the manner or on the terms indicated below:

**Description of Property**: 1329 Fernbank Drive, Madison, Tennessee ("Real Property")

**Date**: On or before March 1, 2012

**Place**: Law Office of Samuel F. Anderson, 205 Powell Place, Suite 103, Brentwood, Tennessee

**Type of Sale**: Private sale to Brian Lynn Hunter and Sadie Frances Hunter

**Terms of Sale**: Two Hundred Forty-Five Thousand U.S. Dollars ($245,000.00) certified funds. See attached Purchase and Sale Agreement for additional terms attached hereto as Exhibit A.

**Additional Terms**: The Trustee proposes to sell the Real Property as is, where is, and free and clear of any liens. Any valid 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.

| | |
|---|---|
| Real Estate Commission: | $14,700.00, which represents 6% of the gross proceeds pursuant to LBR 6005-1(c). The commission will be divided equally among Bob Stanfield, Bob Stanfield Realty & Auction Company, Trustee's agent, and Avenue Real Estate Services, buyers' agent. |
| CitiMortgage, Inc.,<br>First Lienholder: | Approx $46,562.07 per Motion for Relief filed January 12, 2012 (Docket Entry 29) |
| First State Bank,<br>Second Lienholder: | Approx $86,765.32 per Motion for Relief filed November 3, 2011 (Docket Entry 11) |
| Tax Liens: | None |
| Michael Phillip Chappell,<br>Debtor's Statutory Exemption: | $12,500.00[1] per Schedule C filed October 20, 2011 (Docket Entry 1) |

WHEREFORE, the Trustee prays for the entry of an Order authorizing the Trustee to sell the Real Property pursuant to the above-described terms; and for such other and further relief as the Court deems proper.

Dated this 2nd day of February, 2012.

Respectfully submitted,

SUSAN R. LIMOR, ATTORNEY AT LAW
A PROFESSIONAL CORPORATION

By: /s/ Susan R. Limor
Susan R. Limor
Attorney for Trustee
2814 Dogwood Place
Nashville, Tennessee 37204
(615) 742-1304
Fax: (615) 742-0858
srl@limorlaw.com

**CERTIFICATE OF SERVICE**

I hereby certify that I have forwarded a true and exact copy of the Motion to Sell Property, Order Authorizing Sale of Property, Notice of Motion and Expedited Order Reducing Objection Period for Notice of Trustee's Motion to Sell Property of the Estate was served upon the U.S. Trustee, ustpregion08.na.ecf@usdoj.gov; Kevin Steele Key, Attorney for Debtor, keykevin@birch.net; Michael Phillip Chappell, 1329 Fernbank Dr., Madison, TN 37115; 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 2nd day of February, 2012.

/s/ Susan R. Limor
Susan R. Limor

[1] Debtor's exemption is subject to surcharge if the Trustee is forced to pay a third party to remove personal property left by the Debtor prior to the closing date.

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

| | | |
|---|---|---|
| **IN RE:** | ) | |
| | ) | |
| **MICHAEL PHILLIP CHAPPELL,** | ) | **BK No. 11-10555-RM3-7** |
| | ) | |
| **Debtor(s),** | ) | |

**ORDER AUTHORIZING SALE OF PROPERTY**

Upon the Motion of Susan R. Limor, Trustee, for approval to sell real property located at 1329 Fernbank Drive, Madison, Tennessee, ten (10) days notice having been given pursuant to Expedited Order Reducing Objection Period for Notice of Trustee's Motion to Sell Property of the Estate entered on February 2, 2012 (Docket Entry 48), and no adverse interest appearing or objections having been filed;

IT IS HEREBY ORDERED that the Trustee is authorized to sell real property located at 1329 Fernbank Drive, Madison, Tennessee under the terms and conditions set forth in the Trustee's Motion to Sell Property previously filed with this Court.

**This order was signed and entered electronically as indicated at the top of the first page.**

Submitted for Entry:

**SUSAN R. LIMOR, ATTORNEY AT LAW**
**A PROFESSIONAL CORPORATION**

By: /s/ Susan R. Limor
Susan R. Limor
Attorney for Trustee
2814 Dogwood Place
Nashville, Tennessee 37204
(615) 742-1304
Fax: (615) 742-0858
srl@limorlaw.com

Ave
AvenueRealEstate.com

# PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer Brian Lynn Hunter & Sadie Frances Hunter ("Buyer") agrees to buy and the undersigned seller SUSAN R. LIMOR, ~~Michael Chappell~~ ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:
All that tract of land known as: 1329 Fernbank Drive
(Address) Madison (City), Tennessee, 37115 (Zip), as recorded in Davidson County Register of Deeds Office, _____ deed book(s), _____ page(s), and/or _____ instrument number and as further described as:

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property."

A. **INCLUDED** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and windows; all window treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens; all security system components and controls; garage door opener and all (at least ____) remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV antennae and satellite dishes (excluding components); and central vacuum systems and attachments.

B. Other items that **REMAIN** with the Property at no additional cost to Buyer:
All kitchen appliances, washer & dryer, dinning room table and all studio building/construction supplies.

C. Items that **WILL NOT REMAIN** with the Property:
Shelving units located in the 2nd bedroom.

D. **LEASED ITEMS:** Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel tank, etc.): _____
Future lease payments shall be the responsibility of _____. If leases are not assumable, it will be Seller's responsibility to pay balance.

E. **FUEL:** Fuel, if any, will be adjusted and charged to Buyer and credited to Seller at closing at current market prices.

2. **Purchase Price, Method of Payment and Closing Expenses.** Buyer warrants that, except as may be otherwise provided herein, Buyer will at closing have sufficient cash to complete the purchase of the Property under the terms of this Purchase and Sale Agreement (hereinafter "Agreement"). The purchase price to be paid is:
$ 245,000.00 (Two Hundred Forty-Five Thousand) U.S. Dollars, ("Purchase Price") which shall be disbursed at Buyer's expense and paid to Seller or Seller's Closing Agency in the same form as deemed acceptable under the Tennessee Residential Closing Funds Distribution Act of 2005, as amended in Tenn. Code Ann. § 47-32-101, et seq.

A. **Appraisal (Select either 1 or 2 below. The sections not checked are not a part of this Agreement).**
☐ 1. This Agreement **IS NOT** contingent upon the appraised value either equaling or exceeding the agreed upon Purchase Price.
☒ 2. This Agreement **IS CONTINGENT** upon the appraised value either equaling or exceeding the agreed upon Purchase Price. If appraised value is equal to or exceeds Purchase Price, this contingency is satisfied. If the appraised value of the Property does not equal or exceed the Purchase Price, Buyer may terminate this Agreement by providing written notice to the Seller and providing written proof of the same (for

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example, this written proof could include, but is not limited to, a copy of appraisal or a signed letter from Lender) via the Notification form or equivalent written notice. Upon termination, Buyer is entitled to refund of the Earnest Money.

B. **Closing Costs and Discount Points.**

1. **Seller Expenses.** Seller shall pay all existing loans and/or liens affecting the Property, including all penalties, release preparation costs, and applicable recording costs; Seller's closing fee, document preparation fee and/or attorney's fees; fee for preparation of deed; and notary fee on deed. Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is required under the Foreign Investment Tax Act Failure to do so will constitute a default by Seller.

**In the event Seller is subject to Tax Withholding as required by the Foreign Investment Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer's Closing Agent at the time of Closing.** In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. ***It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.***

2. **Buyer Expenses.** Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service and notary fees.

3. **Title Expenses.** Cost of title search or abstract, mortgagee's policy and owner's policy shall be paid as follows: Seller to pay title
Buyer to receive benefit of simultaneous issue.

Not all of the above items are applicable to every transaction and may be modified as follows:

**Closing Agency for Buyer:** Lawyers Escrow-Shannon Philbin 615.320.3262
**Closing Agency for Seller:** Samuel Anderson / TBA
**Title Company:** TBA
or other Closing Agency as mutually agreed by Seller and Buyer.

C. **Financial Contingency – Loan(s) To Be Obtained.** This Agreement is conditioned upon Buyer's ability to obtain a loan(s) in the principal amount up to 80 % of the Purchase Price listed above to be secured by a deed of trust on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein based upon Lender's customary and standard underwriting criteria. In the event Buyer, having acted in good faith and in accordance with the terms below, is unable to obtain financing, Buyer may terminate this Agreement by providing written notice and a copy of Lender's loan denial letter via the Notification form or equivalent written notice. Upon termination, Buyer is entitled to a refund of the Earnest Money. Lender is defined herein as the financial institution funding the loan.

The loan shall be of the type selected below **(Select the appropriate boxes. Unselected items will not be part of this Agreement):**

☒ Conventional Loan ☐ FHA Loan; attach addendum
☐ VA Loan; attach addendum ☐ Other _____

**Loan Obligations:** The Buyer agrees and/or certifies as follows:

(1) Within five (5) days after the Binding Agreement Date, Buyer shall make application for the loan and instruct Lender to order credit report and appraisal. Buyer shall immediately notify Seller or Seller's representative of having applied for the loan, Lender's name and contact information, and that Buyer has instructed Lender to order credit report and appraisal via the Notification form or equivalent written notice;

(2) Buyer shall pay any required fees necessary to complete full loan processing and approval, as soon as permissible as established by governmental regulations. Buyer shall notify Seller when the fees have been paid via the Notification form or equivalent written notice;

(3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith;

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(4) Buyer shall continually and immediately provide requested documentation to Lender;

(5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or sale of any other real property and the same shall not be used as the basis for loan denial; and

(6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein.

Should Buyer fail to timely comply with 2.C.(1) above and provide notice as required, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller written evidence of loan application by way of providing Lender's name and contact information and notification that Buyer has instructed Lender to order appraisal and credit report within one (1) day after such notice, Seller's obligation to sell is terminated and Buyer shall be considered in default. Buyer may also apply for a loan with different terms and conditions and also close the transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase any costs charged to the Seller. Buyer shall be obligated to close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved. Within **twenty (20) days** after Binding Agreement Date, Buyer shall provide to Seller or Seller's representative a conditional commitment letter from Buyer's Lender providing reasonable assurance of Buyer's ability to obtain the financing contemplated by this Agreement. Said letter shall be in a form and substance acceptable to Seller at Seller's reasonable discretion; however, a letter from Lender verifying the following shall be deemed acceptable:

a. An appraisal has been ordered;

b. Buyer has available funds to close;

c. Buyer's credit is acceptable to Lender; and

d. Buyer has employment or income necessary to obtain said loan.

Seller shall have the right to terminate this Agreement with written notice to Buyer if said letter is not timely received, in which case Earnest Money shall be returned to Buyer.

**THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.**

☐ **Financing Contingency Waived** (e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer will furnish proof of available funds to close in the following manner: _____ (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Failure to close due to lack of funds shall be considered default by Buyer.

3. **Earnest Money.** Buyer has paid or will pay within 2 days after the Binding Agreement Date to Bob Staufield Realty & Auction Company (name of Holder) ("Holder") located at 5272 B Murfreesboro Rd LaVergne, TN 37086 (address of Holder), an Earnest Money deposit of $ 1000 by check (OR _____) ("Earnest Money"). In the event any Earnest Money check is not honored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have one (1) day after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Agreement upon written notice to Buyer via the Notification form or equivalent written notice. Earnest Money is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money paragraph or as specified in the Special Stipulations paragraph contained at paragraph 18 herein. Holder shall disburse Earnest Money only as follows:

(a) at closing to be applied as a credit toward Buyer's Purchase Price;

(b) upon a written agreement signed by all parties having an interest in the funds;

(c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money;

(d) upon a reasonable interpretation of the Agreement; or

(e) upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction over the matter.

Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder's duties under this Earnest Money paragraph. Earnest Money shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of clearance by bank is provided.

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4. **Closing, Prorations, Special Assessments and Warranties Transfer.**

A. **Closing Date.** This transaction shall be closed ("Closed") (evidenced by delivery of warranty deed and payment of Purchase Price, the "Closing"), and this Agreement shall expire, at 11:59 p.m. local time on the 1st day of March, 2012 ("Closing Date"), or on such earlier date as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or equivalent written agreement.

1. **Possession.** Possession of the Property is to be given (**Select the appropriate boxes below. Unselected items will not be part of this Agreement**):

☒ with delivery of warranty deed and payment of Purchase Price; or

☐ on _____ at _____ o'clock ☐ am/ ☐ pm, local time; or

☐ no later than _____ o'clock ☐ am/ ☐ pm, local time on the ____ day after Closing.

☐ Occupancy Agreement Attached.

B. **Prorations.** Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar year in which the sale is closed shall be prorated as of the Closing Date. In the event of a change or reassessment of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents, dues, maintenance fees, and association fees for prior years and roll back taxes, if any, will be paid by Seller.

C. **Special Assessments.** Special assessments approved or levied prior to the Closing Date shall be paid by the Seller at or prior to Closing unless otherwise agreed as follows:

_____.

D. **Warranties Transfer.** Seller, at the option of Buyer and at Buyer's cost, agrees to transfer Seller's interest in any manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or similar warranties which by their terms may be transferable to Buyer.

E. All association transfer and related administrative fees and/or costs affiliated with the transfer of property shall be paid by: Seller.

5. **Title and Conveyance.**

A. Seller warrants that at the time of Closing, Seller will convey or cause to be conveyed to Buyer or Buyer's assign(s) good and marketable title to said Property by general warranty deed, subject only to:

(1) zoning;

(2) setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach;

(3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and

(4) leases and other encumbrances specified in this Agreement.

If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information discloses material defects, Buyer may, at Buyer's discretion:

(1) accept the Property with the defects **OR**

(2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to Closing Date, Buyer and Seller may elect to extend the Closing Date by mutual written agreement evidenced by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer shall be entitled to refund of Earnest Money.

Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee will insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the issuing title insurance company.

B. Deed. Deed is to be made in the name of Brian Lynn Hunter & Sadie Frances Hunter. The manner in which Buyer takes title determines ownership and survivorship rights. It is the Buyer's responsibility to consult the closing agency or attorney prior to Closing.

6. **Seller's Property Disclosure.** Pursuant to the requirements of the Tennessee Residential Property Condition Disclosure Act at Tenn. Code Ann. § 66-5-201, et seq. as amended, a Property Condition Disclosure Statement, Exemption, or if Buyer waives Disclosure, a Disclaimer, has been or will be provided prior to the Binding Agreement Date.

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7. **Lead-Based Paint Disclosure (Select the appropriate box below. Items not selected are not part of this Agreement).**
   ☐ does not apply. ☒ does apply (Property built prior to 1978 – see attached Lead-Based Paint Disclosure).

8. **Inspections.**

A. **Buyer's Right to Make Inspection(s). All inspections/reports, including but not limited to the home inspection report, those required/recommended in the home inspection report, Wood Destroying Insect Infestation Inspection Report, septic inspection and well water test, are to be made at Buyer's expense, unless otherwise stipulated in this Agreement.** The parties hereto agree that in the event Buyer shall elect to contract with a third party inspector to obtain a "Home Inspection" as defined by Tennessee law, said inspection shall be conducted by a licensed Home Inspector. However, nothing in this paragraph shall preclude Buyer from conducting any inspections on his/her own behalf, nor shall it preclude Buyer from retaining a qualified (and if required by law, licensed) professional to conduct inspections of particular systems or issues within such professional's expertise or licensure, including but not limited to inspection of the heating/cooling systems, electrical systems, foundation, etc., so long as said professional is not in violation of Tenn. Code Ann. § 62-6-301, et seq. as may be amended. **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 indemnify Seller from the acts of himself, his inspectors and/or representatives in exercising his rights under this Purchase and Sale Agreement. Buyer's obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable. **Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or finish items) 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.** ***In the event Buyer fails to timely make such inspections and respond within said timeframe as described herein, the Buyer shall have forfeited any rights provided under this Paragraph 8, and in such case shall accept the Property in its current condition, normal wear and tear excepted.***

B. **Initial Inspections.** Buyer and/or his inspectors/representatives shall have the right and responsibility to enter the Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer and/or his inspectors/representatives shall have the right to perform a visual analysis of the condition of the Property, any reasonably accessible installed components, the operation of the Property's systems, including any controls normally operated by Seller including the following components: heating systems, cooling systems, electrical systems, plumbing systems, structural components, foundations, roof coverings, exterior and interior components, any other site aspects that affect the Property, and environmental issues.

C. **Wood Destroying Insect Infestation Inspection Report.** If desired by the Buyer or required by the Buyer's Lender, it shall be Buyer's responsibility to obtain *at Buyer's expense* a Wood Destroying Insect Infestation Inspection Report (the "Report"), which shall be made by a Tennessee licensed and chartered pest control operator. The inspection shall include each dwelling, garage, and other permanent structure on the Property excluding _____ for evidence of active infestation and/or damage. Buyer shall cause such Report to be delivered to the Seller simultaneously with the delivery of the Buyer Inspection Contingency Removal / Notification or equivalent written notice. If the Report indicates evidence of active infestation, Seller agrees to treat infestation at Seller's expense and provide documentation of the treatment to Buyer prior to Closing. Requests for repair of damage, if any, may be addressed in the Buyer Inspection Contingency Removal/Notification form or equivalent written notice pursuant to Subparagraph 8.D., Buyer's Inspection and Resolution below.

D. **Buyer's Inspection and Resolution.** Within 10 days after the Binding Agreement Date ("Inspection Period"), Buyer shall cause to be conducted any inspection provided for herein, including but not limited to the Wood Destroying Insect Infestation Inspection Report AND shall provide written notice of such to Seller using the Buyer Inspection Contingency Removal/Notification form or equivalent written notice as described below. **In said notice Buyer shall either:**

(1) furnish Seller with a list of written specified objections and immediately terminate this Agreement, provided Buyer has conducted a Home Inspection or other inspection(s) as allowed herein, and in good faith discovers matters objectionable to Buyer within the scope of such inspection(s). As additional consideration for Buyer's right to terminate, Buyer shall deliver to Seller or Seller's representative, upon Seller's request, a copy of all inspection reports. All Earnest Money shall be returned to Buyer upon termination.

**OR**

(2) accept the Property in its present "AS IS" condition with any and all faults and no warranties expressed or implied. Seller has no obligation to make repairs.

**OR**

(3) furnish Seller a copy of any and all inspection report(s) and a written list of items set forth in the inspection report(s) which Buyer requires to be repaired and/or replaced with like quality or value in a professional and workmanlike manner.

a. Resolution Period. Seller and Buyer shall then have a period of 2 days following receipt of the above stated written list ("Resolution Period") to reach a mutual agreement as to the items to be repaired or replaced with like quality or value by Seller, which shall be evidenced by the Buyer Inspection Contingency Removal/Notification, the Repair Counter Proposal form, or written equivalent(s). *The parties agree to negotiate repairs in good faith during the Resolution Period.* In the event Seller and Buyer do not reach a mutual written resolution during such Resolution Period or a mutually agreeable written extension thereof as evidenced in an Amendment to this Agreement signed by both parties within said period of time, this Agreement is hereby terminated. If terminated, Buyer is entitled to a refund of the Earnest Money.

☐ **E. Waiver of All Inspections. THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.**

**Buyer, having been advised of the benefits of inspections, waives any and all Inspection Rights under this Paragraph 8 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).**

9. **Final Inspection.** Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of Property no later than 1 days prior to the Closing Date only to confirm Property is in the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all repairs/replacements agreed to during the Resolution Period, if any, have been completed. Property shall remain in such condition until the Closing at Seller's expense. Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise noted in writing.

10. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller or Buyer and their brokers (collectively referred to as "Brokers") 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 agree that Brokers shall not be responsible for any of the following, including but not limited to those matters which could have been revealed through a survey, flood certification, title search or inspection of Property; for the condition of Property, any portion thereof, or any item therein; for the necessity or cost of any repairs to Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for applicable boundaries of school districts or other school information; for the appraised or future value of Property; square footage of Property; any condition(s) existing off Property which may affect Property; for the terms, conditions, and availability of financing; and/or for the uses and zoning of 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 should seek independent expert advice relative thereto.

11. **Brokerage.** As specified by separate agreement, Seller agrees to pay Listing Broker at Closing the agreed upon compensation. The Listing Broker will direct the closing agency to pay the Selling Broker, from the compensation received, an amount in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary and shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

12. **Default.** Should Buyer default hereunder, the Earnest Money shall be forfeited as damages to Seller and shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money shall be refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees.

13. **Home Protection Plan.** Not a substitution for Home Inspection. Exclusions to coverage may apply. (Select the appropriate box below. Items not selected are not part of this Agreement).

☒ **Home Protection Plan.** Seller to pay $ 496.00 for the purchase of a limited home protection plan to be funded at Closing. Plan Provider: First American Home Warranty
Ordered by: Dennis King (Real Estate Company)

☐ **Home Protection Plan waived.**

14. **Other Provisions.**

A. **Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement. The parties hereby authorize either licensee to insert the time and date of receipt of the notice of acceptance of the final offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.

B. **Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after Closing shall survive the Closing and delivery of the deed, and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter.

C. **Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

D. **Time of Essence.** Time is of the essence in this Agreement.

E. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline**, other than the Closing Date (paragraph 4), Date of Possession (paragraph 4), and Offer Expiration Date (paragraph 20), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date).

F. **Responsibility to Cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. 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 Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

G. **Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5) Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

H. **Risk of Loss.** The risk of hazard or casualty loss or damage to Property shall be borne by the Seller until transfer of title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this Agreement with a refund of Earnest Money to Buyer.

I. **Equal Housing.** This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.

J. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

K. **Other.** In further consideration of Buyer's right to legally, properly and in good faith invoke a right to terminate this Agreement pursuant to any specific Buyer contingency as stated herein, Buyer agrees, upon Seller's request, to provide Seller or Seller's representative with copies of any supporting documentation which supports Buyer's right to exercise said contingency, the sufficiency and adequacy of said additional consideration being acknowledged. Any such supporting documents shall be provided for Seller's benefit only and Seller shall not disseminate the same to third parties. However, Buyer shall not be required to provide any documents to Seller in violation of any confidentiality agreement or copyright protection laws, if applicable.

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15. **Buyer's Additional Due Diligence.** If any of the matters below are of concern to Buyer, Buyer should address the concern by specific contingency in the Special Stipulations Paragraph of this Agreement.

A. **Survey and Flood Certification.** Survey Work and Flood Certifications are the best means of identifying boundary lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a Mortgage Inspection or Boundary Line Survey and Flood Zone Certifications.

B. **Water Supply.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]

C. **Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]

D. **Title Exceptions.** At Closing, the general warranty deed will be subject to subdivision and/or condominium declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of the Property by Buyer.

16. **Seller's Additional Obligations.** If Seller has any knowledge of an exterior injection well and/or a percolation test or soil absorption rate on the Property, Seller shall be obligated to counter this offer by disclosure of the existence of the above including any tests and reports unless disclosure has already been received and acknowledged in writing by Buyer. Seller shall also disclose in the same manner whether any single family residence located on the Property has been moved from an existing foundation to another foundation where such information is known to the Seller. Seller shall also be obligated to counter this offer to disclose if the Property is located in a Planned Unit Development (PUD) as defined pursuant to Tenn. Code Ann. § 66-5-213 unless said disclosure has already been received in writing and acknowledged by Buyer. If the Property is in a PUD, Seller agrees to make available copies of the development's restrictive covenants, homeowner bylaws, and master deed to Buyer upon request.

17. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement:

18. **Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:
Have garage, shed and basement completely cleared of all items.
as is

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19. **Method of Execution.** The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal law will be acceptable and may be treated as originals and that the final Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal law.

20. **Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by 9:00 o'clock ☐ a.m./☒ p.m.; on the 1st day of February, 2012.

**LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.**

NOTE: **Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.**

Buyer hereby makes this offer.

Brian L. Hunter
**BUYER** Brian L. Hunter
1-30-2012 at 9:00 o'clock ☐ am/ ☒ pm
**Offer Date**

Sidi F. Hunter
**BUYER** Sidi F. Hunter
01-30-2012 at 9:00 o'clock ☐ am/ ☒ pm
**Offer Date**

Seller hereby:

☐ **ACCEPTS** – accepts this offer.

☒ **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).

☐ **REJECTS** this offer and makes no counter offer.

**SELLER**
1/31/12 at 2:15 o'clock ☐ am/ ☒ pm
**Date**

**SELLER**
_____ at _____ o'clock ☐ am/ ☐ pm
**Date**

**Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of the offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was provided on ____ day of _____, ____ at ____ o'clock by _____ (Name).

**For Information Purposes Only:**

| | |
|---|---|
| Bob Stanfield Realty & Auction Company<br>Listing Company | Avenue Real Estate Services<br>Selling Company |
| Bob Stanfield<br>Independent Licensee | Dennis King<br>Independent Licensee |
| stanfier@realtyga.com<br>Licensee Email | dkingrealtor@aol.com<br>Licensee Email |

*NOTE: TAR form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in its blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.*

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# COUNTER OFFER # 1 PAGE 1 of 2

This is a Counter Offer from x Seller to Buyer OR o Buyer to Seller
This undersigned agrees to and accepts the Purchase and Sale Agreement with an offer date of 1/30/12 for the purchase of real property commonly known as
1329 Fernbank Ave, Madison, TN 37115
Address, City, State, Zip
With the following exceptions:

1. ~~Buyer~~ Seller is Susan R. Limor, Chapter 7 Trustee for Michael Chappell
2. Section B. on page 1 is deleted; no items will remain with the property.
3. Seller shall provide trustee's deed in lieu of general warranty deed.
4. Property is being sold "as is" and the sale of the property is subject to court approval. Seller does not make any warranties as to the condition of the property.
5. Property is to remain on the market until inspection and financing contingencies are satisfied.
6. Seller will only pay for Buyer's Owner's Title Policy if Buyer agrees to purchase title insurance from Seller's attorney and allows Seller's attorney to close Buyer's loan to purchase the property. If Buyer does not purchase title insurance from ~~Seller's attorney~~, ~~Seller~~ Buyer to ~~pay~~ reimburse Seller's attorney.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED PURCHASE AND SALE AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS RESTATED HEREIN.

This Counter Offer form will not be a part of the Purchase and Sale Agreement and be binding until accepted and signed by all parties.

*Until notice of acceptance is delivered* the subject Property is still on the market for sale, and this offer may be revoked at any time with notice, and the Property may be sold to any other party.

Time Limit of Offer: This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not accepted by 5:00 o'clock p.m./a.m. local time, on the 2nd day of February 2012.

Seller/Buyer (Party making counter offer) DATE — Seller/Buyer (Party making counter offer) DATE

The undersigned has received and
x ACCEPTED this offer
o REJECTED this offer
o COUNTERED this offer with Counter Offer #____

4:30 o'clock p.m. this 31 day of Jan, 2012.

Seller/Buyer (Responding Party) — Seller/Buyer (Responding Party)

Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or Licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was provided on the ____ day of ____, ____, at ____ by ____
the NAME

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or to allow others to do so. Any modification to the blank fields, and agreed and acknowledged by those party entered by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the user to use the most recent one listed here.

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Version 1/1/2012

# COUNTER OFFER # 1 page 2 of 2

This is a Counter Offer from ☒ Seller to Buyer OR ☐ Buyer to Seller
The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of 1/30/12 for the purchase of real property commonly known as:
1329 Kerrobank Ave., Madison, TN 37115
Address, City, State, Zip
With the following exceptions:

6.continued. Seller will not be obligated to pay any portion of the title policy.
7. Seller will not pay for a Home Protection Plan.
8. Seller makes no warranties as to the garage, shed and basement being completely cleared of all items; therefore, #18 on page 8 is deleted.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED PURCHASE AND SALE AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS RESTATED HEREIN.

This Counter Offer form will not be a part of the Purchase and Sale Agreement and be binding until accepted and signed by all parties.

*Until notice of acceptance is delivered* the subject Property is still on the market for sale, and this offer may be revoked at any time with notice, and the Property may be sold to any other party.

Time Limit of Offer: This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not accepted by 5:00 ☐ a.m. ☒ p.m. local time, on the 2nd day of February, 2012.

Seller/Buyer (Party making counter offer) DATE — Seller/Buyer (Party making counter offer) DATE

The undersigned has received and
☒ ACCEPTED this offer
☐ REJECTED this offer
☐ COUNTERED this offer with Counter Offer #_____

4:30 o'clock ☐ a.m. ☒ p.m. this 31 day of JAN, 2012.

Seller/Buyer (Responding Party) — Seller/Buyer (Responding Party)

Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was provided on the _____ day of _____, _____, at _____ ☐ a.m. ☐ p.m. by _____.

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be treated as such. By downloading and/or using this form, you agree not to modify its terms, or add, or take away from its provisions except as where provided in the blank fields, and agree and acknowledge that any TAR alterations, amendments or additions to this form are at your own risk. Use of this form by anyone who is not a member of TAR is strictly prohibited. This form is not to be used for any purpose other than those for which it was created by TAR, or for any purpose not specifically authorized by TAR in writing in advance. Use of this form by any person or entity not authorized by TAR in writing in advance, including but not limited to use of this form in connection with the modification of another real estate contract, is prohibited and any such use is at the sole risk of the user and will not be the responsibility of TAR or any of its members. Unauthorized use of this form may result in civil liability and criminal prosecution.

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Version 7/01/2011

Randal S. Mashburn
U.S. Bankruptcy Judge

Dated: 02/15/12

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

| | | |
|---|---|---|
| **IN RE:** | ) | |
| | ) | |
| **MICHAEL PHILLIP CHAPPELL,** | ) | **BK No. 11-10555-RM3-7** |
| | ) | |
| **Debtor(s),** | ) | |

**ORDER AUTHORIZING SALE OF PROPERTY**

Upon the Motion of Susan R. Limor, Trustee, for approval to sell real property located at 1329 Fernbank Drive, Madison, Tennessee, ten (10) days notice having been given pursuant to Expedited Order Reducing Objection Period for Notice of Trustee's Motion to Sell Property of the Estate entered on February 2, 2012 (Docket Entry 48), and no adverse interest appearing or objections having been filed;

IT IS HEREBY ORDERED that the Trustee is authorized to sell real property located at 1329 Fernbank Drive, Madison, Tennessee under the terms and conditions set forth in the Trustee's Motion to Sell Property previously filed with this Court.

**This order was signed and entered electronically as indicated at the top of the first page.**

Submitted for Entry:

**SUSAN R. LIMOR, ATTORNEY AT LAW**
**A PROFESSIONAL CORPORATION**

By: /s/ Susan R. Limor
Susan R. Limor
Attorney for Trustee
2814 Dogwood Place
Nashville, Tennessee 37204
(615) 742-1304
Fax: (615) 742-0858
srl@limorlaw.com

Attest:
A True Copy
Certified this 2/27/12
U.S. Bankruptcy Court
By _____ Deputy Clerk

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.