KATHI J. BARKER
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $30,000.00

Michelle Stacke
Affiant

Subscribed and sworn to before me, this 16TH DAY OF MAY, 2013.

Kathi D. Barker
Notary Public

MY COMMISSION EXPIRES: 12-18-2016

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Birthright Title & Escrow, LLC
515 Rivergate Parkway, Ste. 111
Goodlettsville, TN 37072

ADDRESS NEW OWNER(S) AS FOLLOWS: (NAME)	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
M & J General Partnership	Same as new owner	07211047600
	(NAME)	
1019 Millwood Lane		
(ADDRESS)	(ADDRESS)	
Ashland City, TN 37014		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, we Iunian Gherghescu, acting by and through his conservator, Guardianship and Trust Corporation, hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto M & J General Partnership, hereinafter called the Grantees, their heirs and assigns, that 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.. 29 IN THE MAXEY'S ADDITION OF THE W. J. MYERS SUBDIVISION, OF RECORD IN BOOK 332, PAGE 66, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO IUNIAN GHERGHESCU AND DOINA GHERGHESCU BY DEED FROM IUNIAN, LLC, OF RECORD BY INSTRUMENT NO. 20040212-0016845, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE AND BEING A PORTION OF THE PROPERTY FURTHER CONVEYED TO IUNIAN GHERGHESCU BY DEED FROM DOINA GHERGHESCU OF RECORD BY INSTRUMENT NO. 20111027-0083770, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. TENNESSEE. GUARDIANSHIP & TRUST CORPORATION EXECUTES THIS INSTRUMENT PURSUANT TO ORDER APPOINTING CONSERVATOR FOR IUNIAN GHERGHESCU NO. 06P-1157 IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE.

THIS CONVEYANCE IS SUBJECT TO TAXES FOR THE YEAR 2013 AND SUBSEQUENT YEARS.

This conveyance is subject to any and all existing easements and restrictions as shown of record.

unimproved ( )
This is improved (X) property, known as 2305 Burns Street, Nashville, TN 37216
(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/our hand(s) this 15th day of May, 2013.

Iunian Gherghescu

Davidson County	DEEDWARR
Recvd: 05/21/13 10:06	9 pgs
Fees:48.00 Taxes:111.00	
20130521-0051053	

CERTIFIED ORDER ATTACHED AS EXHIBIT

WARRANTY DEED
(Continued)

Iunian Gherghesu
Iunian Gherghescu, by Guardianship and Trust Corporation, his conservator

By: Paula Reed
Paula Reed, its

Chief Operating Officer

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Paula Reed, who acknowledged that she executed the within instrument in her capacity as the Chief Operating Officer of Guardianship and Trust Corporation, who is the conservator for Iunian Gherghescu. She further acknowledged that Guardianship and Trust Corporation was executing this instrument in its capacity as the conservator for Iunian Ghergheseu. Paula Reed further acknowledged that she was authorized to execute this instrument on behalf of Guardianship and Trust Corporation and that Guardianship and Trust Corporation was authorized to execute this instrument on behalf of Iunian Ghergheseu.

Witness my hand and seal, at office in ~~Goodlettsville~~ Nashville, TN, Tennessee, this 14TH day of May, 2013.

Notary Public

My Commission Expires: July 6, 2015

RETURN TO:
Birthright Title & Escrow, LLC
515 Rivergate Parkway, Ste. 111
Goodlettsville, TN 37072

NETTA MASHBURN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires July 6, 2015

EXHIBIT TO WARRANTY DEED

STATE OF TENNESSEE

I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the ORDER heretofore entered in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 06 day of MAY , 2013 , in Case Number 06P1157 between GHERGHESCU, DOINA ET.AL Petitioner, and GHERGHESCU, IUNIAN ET.AL Respondent, as same remains in the records of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 16 day of MAY 2013

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

Copy

FILED

IN THE SEVENTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2013 MAY -6 PM 3:00

RICHARD ROOKER, CLERK

D.C.

SILVIA GHERGHESCU,	)	
	)	
Plaintiff,	)	**No. 06P1157**
	)	
v.	)	
	)	
IUNIAN GHERGHESCU,	)	
	)	
a Ward,	)	
	)	
and	)	
	)	
GUARDIANSHIP AND TRUSTS CORPORATION,	)	
	)	
Defendants.	)	

ORDER APPROVING SALE OF VARIOUS PIECES OF REAL PROPERTY

This cause came onto be heard on April 19, 2013, pursuant to a Motion by Guardianship and Trust Corporation (hereinafter referred to as "GTC") in its capacity as conservator for Iunian Gherghescu seeking approval for the sale of the following properties:

Property Address	**Purchaser**	**Purchase Price**
2305 Burns Street Nashville, TN 37216	M&J Partnership	$30,000.00
202 Commerce Street Old Hickory, TN	George R. Wauford	$18,500.00
3524 Magnum Drive Hermitage, TN 37076	Kenneth Davis	$69,000.00
3557 Albee Drive Hermitage, TN 37076	Kenneth Davis	$65,500.00

Copy

Property Address	Purchaser	Purchase Price
1913 Westchester Drive Nashville, TN	Pandora Properties, LLC	$46,000.00
2451 Woodale Lane Nashville, TN 37207	Darnell W. Clay, Jr.	$28,500.00

Though the purchase price of the properties were below their respective tax assessed values, the Court found that the parties were in agreement that the purchase prices for the rental properties in question were commercially reasonable. The Court found that the rental properties did not produce sufficient income to pay necessary taxes, maintenance, expenses, etcetera, and found further that all the properties were in poor condition and in need of substantial repairs. Given additional costs of insurance, real property taxes, and management fees, the Court found that the properties were a cash drain upon the resources of Mr. Gherghescu. In addition, the Court found that prior to distribution of any funds held by the Clerk, the conservator should file with the Court a revised property management plan and written report recommending how those funds ought best to be used for the benefit of Mr. Gherghescu.

Pursuant to an Order of this Court, the said properties had been advertised for sale and sold at public auction on March 27, 2013. Copies of the contracts are attached hereto as Collective Exhibit A. After hearing statement of counsel, the Court is of the opinion that the Motion is well taken and should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that GTC shall be allowed to close the sale in accordance with the contracts attached as Collective Exhibit A.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all net sales proceeds

Copy

shall be paid to the Clerk of this Court to be held in an interest bearing account pending further orders of this Court.

Entered this _____ day of May, 2013.

JUDGE RANDY KENNEDY

Approved for Entry:

GUARDIANSHIP AND TRUST CORPORATION

BY: Schulman, LeRoy & Bennett, P.C.

By: Angus Gillis III
Angus Gillis, III #2272
501 Union Street, Suite 701
P.O. Box 190676
Nashville, TN 37219-0676
(615) 244-6670

Copy

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been sent postage prepaid, via U.S. Mail to:

Iunian Gherghescu
107 Keeton Avenue
Old Hickory, TN 37138

Lorraine Wade
2803 A Foster Avenue, Suite 203
Nashville, TN 37210

Christina Norris
Norris & Norris, PLC
424 Church Street, Suite 1300
Nashville, TN 37219

on this the 24 day of April, 2013.

Angus Gillis III
Angus Gillis, III

Copy

Feller Brown
Realty & Auction Co.
212 Madison Street
Madison, Tennessee 37115
615-868-1223
REALTOR®

FILED
2013 APR -5 PM 1:25
2013 APR 24 PM 4:35
RICHARD R. ... CLERK
D.C.
D.C.

CONTRACT FOR SALE OF REAL ESTATE

"SERVING YOU SINCE 1967"

THIS CONTRACT of sale made this 27th day of March 20 13
by and between Dunican Thompson c/o Guardianship & Trust Co,
hereinafter called the seller, and ayg Partnership
hereinafter called the buyer;

WITNESSETH: That the seller in consideration of the sum of $ 1,500.00
DOLLARS as earnest money and in part payment of the purchase price has this day sold and does hereby agree to convey by a good and valid warranty deed to said buyer, or to such person as he may in writing direct, the following described real estate in Davidson County, Tennessee, to-wit:

2305 Burns St.
Nashville, TN 37216

Legal description can be added later from sellers deed or from survey.

CONSIDERATION: Buyer agrees to purchase said real estate and to pay therefore the total sum of 31,000.00 thirty one thousand & no/100 DOLLARS, upon the following terms: $ 30,000.00 cash, balance

Selling subject to court approval.

Property selling according to announcements made prior to sale.

TITLE INSURANCE: The seller or his agent, at seller's expense, agrees to make application for Title Insurance on the above property and if, after examination the title is found insurable the buyer hereby agrees to accept a Title Policy in its usual form and to comply with this contract WITHIN TEN DAYS after receiving a report on the title, and it is agreed that such report shall be conclusive evidence of good title subject to the exceptions therein stated, otherwise that the earnest money is to be refunded with no recourse. Feller Brown Realty & Auction Company or its Agents makes no warranties, use or condition of property.

Should the buyer default in the performance of this contract on his part at the time and in the manner specified then at seller's option the earnest money shall be forfeited as liquidated damages. But such forfeiture shall not prevent suit for the specific performance of this contract. In addition buyer shall be liable for agent's commission as set forth herein, and all attorney fees, other costs and expenses resulting from buyers default.

In the event of default in the terms of this contract for any reason on the part of the seller and in the event it becomes necessary, due to any fault of the seller, that the earnest money hereinabove shown, must be returned to the buyer, then the seller shall be liable to the agent herein for the full commission set out in this contract, and all attorney fees, other costs and expenses resulting from sellers default.

The words "seller" and "buyer" when used in this contract shall be construed as plural whenever the number of parties to this contract so requires. BUYER WAIVES THE OPPORTUNITY TO CONDUCT A RISK ASSESSMENT OR INSPECTION FOR THE PRESENCE OF LEAD BASED PAINT HAZARDS.

ADJUSTMENTS TO BE MADE AT TIME OF CLOSING: —

(1) Sellers Escrow Deposits ____ to be None
(2) Taxes for Current Year ____ to be Prorated Back taxes paid by seller, if any
(3) Sellers Fire Insurance ____ to be Buyer Policy by Buyer
(4) Existing Leases or Rents Prorated if any

Possession to be given Date of Deed
Sale to be closed by Date of Title + Except (within) 10 days after Court Approval
Conveyance to be subject to existing Building restrictions and/or Zoning Ordinances
Seller to bear risk of hazard loss to date of deed.

COMMISSIONS: Upon consummation of this contract FELLER BROWN REALTY & AUCTION CO. as agent shall receive a commission of 10 % to be paid by Seller

Buyer [signature] ayg Partnership
Buyer [signature]

Seller Dunican Thompson by Guardianship & Trust Co
Seller [signature] as Trustee

Deed property to: Same 487-2003 Michael Grant

I, Thomas N. Jones, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

THOMAS N. JONES

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Michelle W. Locke, a notary public for this county and state, Thomas N. Jones, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

NOTARY PUBLIC

My Commission Expires: 10/20/2013

