Bill Garrett Davidson County
Batch# 17536 DEEDWARR
10/24/2017 01:48:20 PM 12 pgs
Fees: $63.00 Taxes: $2,690.27
20171024-0109002

THIS INSTRUMENT PREPARED BY:
Attorneys Title Company, Inc.
2927 Berry Hill Drive
Nashville, Tennessee 37204

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
Big South Ventures P.O. Box 205 Madison, TN 37115	New Owner	042-16-0-190.00 042-16-0-243.00 042-16-0-187.00 042-16-0-185.00

RECEIVER'S DEED

(Deed Without Covenant, Representation, or Warranty)

This instrument made and entered into on this 20th day of October, 2017, by and between ROBERT WALDSCHMIDT, RECEIVER of the real property of Billy D. Butler, Ellie Butler, Larry D. Butler and Teresa Butler, individually and/or as Butler Tree Service, Inc. and/or B&L Self-Storage (hereinafter referred to as the "Grantor" or "Receiver"), and BIG SOUTH VENTURES, LLC, a Tennessee limited liability company (the "Grantee").

WHEREAS, by Agreed Order Appointing Receiver entered May 26, 2017 in the Chancery Court, Part I, for the State of Tennessee, Twentieth Judicial District at Nashville and Davidson County under Case No. 15-0589-I, the Receiver was appointed and empowered as the Receiver of the real property owned by Billy D. Butler, Ellie Butler, Larry D. Butler and Teresa Butler, individually and/or as Butler Tree Service, Inc. and/or B&L Self-Storage (the "Vested Parties"); and

WHEREAS, upon Motion of the Receiver, an Order Authorizing Receiver to Employ Auctioneer and Approving Sale Procedures (the "Order Directing Sale") was entered on August 3, 2017 directing that the real property described in said Order Directing Sale be sold at auction and conveyed to the successful bidder at such auction; and

WHEREAS, a copy of the Order Directing Sale is attached to this deed as Exhibit B; and

WHEREAS, the Receiver caused an auction to be conducted in accordance with the auction sale procedures as outlined in the Receiver's Motion and the Receiver at the time, manner, place and date specified offered the Subject Property for sale, and after opening the auction for competitive bids, sold said property to Grantee, at the price of $727,100.00, this being the highest, last and best bid.

NOW, THEREFORE, for good and valuable consideration in hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby GRANT, SELL and CONVEY to Grantee, **without covenant, representation, or warranty** of any kind or nature, express or implied, and any and all warranties that might arise by common law and any covenants or warranties created by statute, as the same may be hereafter amended or superseded, are excluded, all of Grantor's and all Vested

Parties' right, title and interest in the property more particularly described on Exhibit A attached hereto and incorporated herein, together with all of Grantor's all Vested Parties' right, title and interest in any and all improvements and fixtures thereon and thereto (hereinafter collectively referred to as the "Subject Property"), and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor or any or all of the Vested Parties in and to adjacent streets, alleys or rights-of-way, **subject, however, to** all liens, exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Subject Property, encumbrances, impositions (monetary and otherwise), access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Subject Property, as well as standby fees, real estate taxes, and assessments on the Subject Property for the current year and prior and subsequent years, and subsequent taxes and assessments for prior years due to change in land usage or ownership, and any and all zoning laws, regulations, and ordinances of municipal and other governmental authorities affecting the Subject Property, and all matters shown on the Plan of record as shown in Book 547, Page 44, Register's Office for Davidson County, Tennessee (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its execution and acceptance of delivery of this Receiver's Deed, assumes and agrees to perform all of Grantor's obligations under the Permitted Encumbrances to the extent expressly assumed in writing by the Grantor or imposed upon the Grantor or the Vested Parties under applicable law.

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS RECEIVER'S DEED, ACKNOWLEDGES AND AGREES THAT (i) GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE OWNERSHIP, TITLE, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE SUBJECT PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE SUBJECT PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE SUBJECT PROPERTY AND THAT THE CONVEYANCE AND DELIVERY HEREUNDER OF THE SUBJECT PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO;

AND (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS RECEIVER'S DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its execution and acceptance of delivery of this Receiver's Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, his employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Subject Property in any manner whatsoever. This covenant releasing Grantor shall be a covenant running with the Subject Property and shall be binding upon Grantee, its successors and assigns.

TO HAVE AND TO HOLD the Subject Property together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns forever, **without covenant, representation, or warranty** whatsoever, **subject, however, to** the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, and whether in the body hereof or any exhibit hereto, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

Grantee hereby assumes the payment of all ad valorem taxes, standby fees, and general and special assessments of whatever kind and character affecting the Subject Property which are due, or which may become due, for any tax year or assessment period prior or subsequent to the effective date of this Receiver's Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the Subject Property for so long as Grantee continues to own the Subject Property, provided however, the Grantor shall permit any presently outstanding and known property taxes be paid from the Receiver's proceeds at the time that this Receiver's Deed is executed.

Except as expressly set forth in this Receiver's Deed, there are no third party beneficiaries to this Receiver's Deed, other than the parties to the Chancery Court proceeding referenced above. The covenants, promises and agreements continued in this Receiver's Deed are solely for the benefit of the Grantor and Grantee.

This Receiver's Deed is executed pursuant to that certain Contract for Sale of Real Estate among the Grantor, in his capacity of Receiver, and Grantee dated as of September 7, 2017.

IN WITNESS WHEREOF, this Receiver's Deed is executed by Grantor and Grantee on the dates set forth below their respective signatures hereinbelow, but to be effective for all purposes, however, as of the date first above written. This deed may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

GRANTOR:

Receiver

Robert Waldschmidt, Receiver
Date: October 20, 2017

GRANTEE:

BIG SOUTH VENTURES, LLC
a Tennessee limited liability company

By: Carolyn R Clemons
Its: Manager
Date: October 20, 2017

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Robert Waldschmidt, Receiver with whom I am personally acquainted (or proved to me upon satisfactory evidence,) and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at Nashville, Tennessee this 20th day of October, 2017.

Notary Public
My Commission Expires: 1/17/21

JOHN T. COOK
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Carolyn R. Plemons with whom I am personally acquainted, and who, upon oath, acknowledged herself to be the manager of BIG SOUTH VENTURES, LLC, a Tennessee limited liability company, the within named bargainor, and that she as such manager being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself as manager.

WITNESS my hand and official seal at Nashville, Tennessee, this 20th day of October, 2017.

Angela G. Batson
Notary Public
My Commission Expires: 11-6-17

ANGELA G. BATSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires NOV. 6, 2017

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $727,100.00.

Carolyn R Plemons
Affiant

Subscribed and sworn to before me this
20th day of October, 2017.

Notary Public
My commission expires: 1/17/21

JOHN T. COX
STATE OF TENNESSEE NOTARY PUBLIC

Exhibit A
Legal Description

Tract I: (Commonly known as 101 Woodruff Street, Madison, TN 37115)
Land in Davidson County, Tennessee, being the north 38 feet of the south 100 feet of Lots No. 31 and 32 on the Map of Douglas Levine Subdivision at Madison, Tennessee, of record in Plat Book 547, Page 44, Register's Office for said County.

Said parts of said lots front 38 feet on the westerly side of a 15-ft. unnamed roadway, which roadway runs south from Woodruff Street, and run back between parallel lines 100 feet to the east line of Lot No. 30.

Being part of the same property conveyed to Billy D. Butler and wife, Ellie Butler, an undivided one-half (1/2) interest, as tenants by the entirety, and Larry D. Butler and wife, Teresa Butler, an undivided one-half (1/2) interest, as tenants by the entirety by Quitclaim Deed dated December 19, 2011, from Billy D. Butler and Larry D. Butler d/b/a B & L Self Storage, a general partnership, of record in Instrument No. 20111222-0099913, Register's Office for Davidson County, Tennessee, and being part of the same property conveyed to Billy D. Butler and Larry D. Butler d/b/a B & L Self Storage, a general partnership by Quitclaim Deed dated July 29, 2007, from Billy D. Butler and wife, Ellie Butler, and Larry D. Butler and wife, Teresa Butler of record in Instrument No. 20070921-0113250, said Register' Office and being all of the same property conveyed to Billy D. Butler and wife, Ellie Butler, Larry D. Butler and wife, Teresa Butler by Deed dated June 10, 2004, from Mildred J. Hannah and Margaret L. Hopkins of record in Instrument No. 20040615-0070501, said Register's Office for Davidson County, Tennessee.

Tract II: (Commonly known as 109 Woodruff Street, Madison, TN)

Tract I: Land in Davidson County, Tennessee, and being described according to a survey by J. Bruce Rainey, Surveyor #823 dated November 5, 1986, and known as Job No. 86-829, more particularly described as follows:

Beginning at an iron pin set in the west margin of a 15' alley; said iron pin being S 12° 00' 00" W 238.00 feet from the intersection of the south margin of Woodruff Street with the east margin of said 15' Alley as shown on the Plat of Douglas Levine Subdivision of record in Plat Book 547, Page 44, Register's Office Davidson County, Tennessee; thence S 12° 00' 00" W 62.00 feet with the east line of Lot No. 32 to an iron pin set in the east margin of said alley, the southeast corner of Lot No. 32; thence with the south lines of Lots Nos. 32 and 31, N 78° 00' 00" W 100.00 feet to an iron pin set at the southwest corner of Lot No. 31; thence N 12° 00' 00" E 100 feet to an iron pin set; thence severing Lot Nos. 31 and 32 with the next three calls: S 78° 00' 00" E 22.00 feet to an iron pin set; thence 12° 00' 00" W 38 feet to an iron pin set; thence S 78° 00' 00" E 78.00 feet to the point of beginning, containing 7,036.00 square feet, more or less.

Being the same property conveyed to Billy D. Butler and wife, Ellie Butler, an undivided one-half (1/2) interest, as tenants by the entirety, and Larry D. Butler and wife, Teresa Butler, an undivided one-half (1/2) interest, as tenants by the entirety by Quitclaim Deed dated December 19, 2011, from Billy D. Butler and Larry D. Butler d/b/a B & L Self Storage, a general partnership, of record in Instrument No. 20111222-0099913, Register's Office for Davidson County, Tennessee, and being part of the same property conveyed to Billy D. Butler and Larry D. Butler d/b/a B & L Self Storage, a general partnership

by Quitclaim Deed dated July 29, 2007, from Billy D. Butler and wife, Ellie Butler, and Larry D. Butler and wife, Teresa Butler of record in Instrument No. 20070921-0113250, said Register's Office for Davidson County, Tennessee, and being all of the same property conveyed to Larry D. Butler and Billy D. Butler by Deed dated December 3, 1986, from Juanita B. Howell, Executrix Under the Will of Cleora B. Howell, Deceased of record in Book 7060, Page 228, Register's Office for Davidson County, Tennessee,

Tract II: Land in Davidson County, Tennessee, and being described according to a survey by J. Bruce Rainey, Surveyor #823 dated November 5, 1986, and known as Job No. 86-829, more particularly described as follows:

Beginning at an iron pin set in the south margin of Woodruff Street at the back of the sidewalk; said iron pin being N 78° 00'00" W 100.00 feet from the intersection of said south margin of Woodruff Street with the west margin of said 15' alley and also being the Northeast corner of Lot No. 30 on the Plat of the Douglas Levine Subdivision, of record in Plat Book 547, Page 44, Register's Office for Davidson County, Tennessee; thence S 12° 00' 00" W 300.00 feet with the east line of Lot No. 30 to an iron pin set; thence with the south line of Lot No. 30, N 78° 00' 00" W 50.00 feet to an iron pin set at the southwest corner of Lot No. 30; thence N 12° 00' 00" E 300.00 feet to an iron pin set at the back of a sidewalk in the south margin of Woodruff Street; thence S 78° 00' 00" E 50.00 feet with said back of a sidewalk and the south margin of Woodruff Street to the point of beginning, containing 15,000.00 square feet, more or less.

Being the same property conveyed to Billy D. Butler and wife, Ellie Butler, an undivided one-half (1/2) interest, as tenants by the entirety, and Larry D. Butler and wife, Teresa Butler, an undivided one-half (1/2) interest, as tenants by the entirety by Quitclaim Deed dated December 19, 2011, from Billy D. Butler and Larry D. Butler d/b/a B & L Self Storage, a general partnership, of record in Instrument No. 20111222-0099913, Register's Office for Davidson County, Tennessee, and being part of the same property conveyed to Billy D. Butler and Larry D. Butler d/b/a B & L Self Storage, a general partnership by Quitclaim Deed dated July 29, 2007, from Billy D. Butler and wife, Ellie Butler, and Larry D. Butler and wife, Teresa Butler of record in Instrument No. 20070921-0113250, said Register's Office for Davidson County, Tennessee, and being all of the same property conveyed to Larry D. Butler and Billy D. Butler by Deed dated December 3, 1986, from Juanita B. Howell, Executrix Under the Will of Cleora B. Howell, Deceased of record in Book 7062, Page 345, said Register's Office for Davidson County, Tennessee.

TRACT III: (Commonly known as 115 Woodruff Street, Madison, TN)

Land in Davidson County, Tennessee, being Lot No. 29 on the Map of Douglas-Levine Subdivision at Madison of record in Book 547, Page 44, Register's Office for said County.

Said Lot No. 29 fronts 50 feet on the southerly side of Woodruff Street and runs back 300 feet to a dead line.

Being the same property conveyed to Larry D. Butler and Billy D. Butler, as tenants in common by Quitclaim Deed dated November 29, 1995, from Larry Butler and wife, Teresa Butler and Billy Butler and wife, Ellie Butler, Register's Office for Davidson County, Tennessee, of record in Book 9872, Page 782, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Larry Butler and wife, Teresa Butler, a ½ undivided interest, and to Billy Butler and wife, Ellie Butler, a ½ undivided

interest by Deed dated March 16, 1990, from Mary Reeves Davis of record in Book 8068, Page 46, said Register's Office for Davidson County, Tennessee, and being part of the same property conveyed to Larry D. Butler and Billy D. Butler by Deed dated December 3, 1986, from Juanita B. Howell, Executrix Under the Will of Cleora B. Howell, Deceased of record in Book 7062, Page 345, Register's Office for Davidson County, Tennessee.

TRACT IV: (Commonly known as 201 Woodruff Street, Madison, TN)

Being Lot No. 28 on the Map of Douglas-Levine Subdivision, Madison, Tennessee as of record in Book 547, Page 44, Register's Office for said County.

Said Lot No. 28 fronts 50 feet on the southerly side of Woodruff Street and runs back 300 feet to a dead line.

Being the same property conveyed to Billy D. Butler and wife, Ellie Butler, an undivided one-half (1/2) interest, as tenants by the entirety, and Larry D. Butler and wife, Teresa Butler, an undivided one-half (1/2) interest, as tenants by the entirety by Quitclaim Deed dated December 19, 2011, from Billy D. Butler and Larry D. Butler of record in Instrument No. 20111222-0099914, said Register's Office for Davidson County, Tennessee, and being the same property conveyed to Billy D. Butler and Larry D. Butler by Deed dated September 1, 1999, from United Shows of America, Inc., of record in Book 11652, Page 178, said Register's Office for Davidson County, Tennessee.

EXHIBIT B - ORDER DIRECTING SALE

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

RECEIVED
JUL 28 2017
Dav. Co. Chancery Court

BILLY & ELLIE BUTLER,	)	
	)	
Plaintiffs/Counter-Defendants,	)	**Case No. 15-0589-I**
	)	
vs.	)	
	)	
BUTLER TREE SERVICES, INC., LARRY BUTLER, and TERESA BUTLER, (Individually and d/b/a B&L SELF-STORAGE),	)	
	)	
Defendants/Counter-Plaintiffs.	)	
	)	

CLERK & MASTER
DAVIDSON CO CHANCERY CT
2017 AUG -3 PM 4:35
FILED

ORDER AUTHORIZING RECEIVER TO EMPLOY AUCTIONEER AND APPROVING SALE PROCEDURES

Upon the Motion of the Receiver, Robert H. Waldschmidt ("Receiver"), notice to affected parties (with no objections being raised) and the hearing of this matter on July 28, 2017, and for other cause to the Court shown;

IT IS HEREBY ORDERED that the Receiver be, and is hereby authorized to auction the Real Property of Butler Tree Services, Inc. and B&L Self Storage (together with the business of B&L Self-Storage) via internet auction. The property descriptions for the Real Property being sold are as follows:

1) **101 Woodruff Street, Madison, Davidson County, Tennessee 37115**
Map/Parcel No. 42-16-0/191, 187,190

Land in Davidson County, Tennessee being the north 38 feet of the south 100 feet of Lots No. 31 and 32 on the Map of Douglas Levine Subdivision at Madison, Tennessee, of record in Plat Book 547, page 44, Register's Office for said County.

Said parts of said lots front 38 feet on the westerly side of a 15 feet unnamed roadway, which roadway runs south from Woodruff Street, and run back between parallel lines 100 feet to the east line of Lot No. 30.

2) **Tract I. Map/Parcel No. 42-16-0/191**

Land in Davidson County, and being described according to a survey by J. Bruce Rainey, Surveyor # 823 dated November 5, 1986, and known as Job No. 86-829, more particularly described as follows:

BEGINNING at an iron in set in the west margin of 15' alley; said iron pin being S 12 deg. 00' 00" W 238 feet from the intersection of the south margin of Woodruff Street with the east margin of said 15' Alley as shown on the Plat of the Douglas Levine Subdivision of record in Plat Book 547, page 44, Register's Office for Davidson County, Tennessee; thence S. 12 deg. 00' 00" W. 62.00 feet with the east line of Lot No. 32 to an iron pin set in the east margin of said alley, the southeast

corner of Lot No. 32; thence with the south lines of Lots Nos. 32 and 31, N. 78 deg. 00' 00" W. 100.00 feet to an iron pin set at the southwest corner of Lot No. 32; thence with the south lines of Lots Nos. 32 and 31, N. 78 deg. 00' 00" W. 100 feet to an iron pin set at the southwest corner of Lot No. 31; thence N. 12 deg. 00' 00" E. 100 feet to an iron pin set; thence severing Lot Nos. 31 and 32 with the next three calls: S. 78 deg. 00' 00" E. 22.00 feet to an iron pin set; thence S. 78 deg. 00' 00" E. 78 feet to the point of beginning, containing 7,036.00 square feet, more or less.

Being the same property conveyed to Larry D. Butler and Billy D. Butler by Warranty Deed from Juanita B. Howell, Executrix under the Will of Cleora B. Howell, deceased, of record in Book 7060, Page 228, Registers Office for Davidson County, Tennessee; and being the same property conveyed by Billy D. Butler and Larry D. Butler d/b/a B&L Self Storage, a general partnership, to Billy Butler and wife Ellie Butler, and Larry D. Butler and Wife Teresa Butler, by Quite Claim Deed, of record in Instrument Number 20111222-0099913, Register's Office for Davidson County, Tennessee. This is improved property known as 101 Woodruff Street, Madison, TN 37115.

3) **Tract II: Map/Parcel No. 42-16-0/187**

Land in Davidson County, and being described according to a survey by J. Bruce Rainey, Surveyor # 823 dated November 5, 1986, and known as Job No. 86-829, more particularly described as follows:

BEGINNING at an iron in set in the south margin of Woodruff Street at the back of the sidewalk; said iron pin being N. 78 deg. 00' 00" W 100 feet from the intersection of said south margin of Woodruff Street with the west margin of said 15' alley and also being the Northeast corner of Lot No. 30 on the Plat of the Douglas Levine Subdivision, of record in Plat Book 547, page 44, Register's Office for Davidson County, Tennessee; thence S. 12 deg. 00' 00" W. 300.00 feet with the east line of Lot No. 30 to an iron pin set; thence with the south line of Lot No. 30, N. 78 deg. 00' 00" W. 50.00 feet to an iron pin set at the southwest corner of Lot No. 30; thence N. 12 deg. 00' 00" E. south margin of Woodruff Street; thence S. 78 deg. 00' 00" E. . 50.00 feet with said back of a sidewalk and the south margin of Woodruff Street to the point of beginning, containing 15,000.00 square feet, more or less.

Being the same property conveyed to Cleora B. Howell by deeds of record in Book 6307, page 609, and Book 7050, page 837, Register's Office for Davidson County, Tennessee. The said Cleora B. Howell died testate November 24, 1984, with her Last Will and Testament being of record in Will Book 149, page 558, Probate Court for Davidson County, Tennessee, and under said Last Will and Testament, Juanita B. Howell as Executrix is given full power to sell and convey said property; and

Being the same property conveyed to Larry D. Butler and Billy D. Butler by Warranty Deed from Juanita B. Howell, Executrix under the Will of Cleora B. Howell, deceased, of record in Book 7062, Page 345, Registers Office for Davidson County, Tennessee; and

Being the same property conveyed to Billy D. Butler and Larry D. Butler d/b/a B&L Self Storage, a general partnership, by deed Billy D. Butler and wife, Ellie Butler, and Larry D. Butler and wife, Teresa Butler, of record as Instrument No. 20070921-0113250, Register's Office for Davidson County, Tennessee; and

Being the same property conveyed by Billy D. Butler and Larry D. Butler d/b/a B&L Self Storage, a general partnership, to Billy Butler and wife Ellie Butler, and Larry D. Butler and Wife Teresa Butler, by Quit Claim Deed, of record in Instrument Number 20111222-0099913, Register's Office for Davidson County, Tennessee.

This is improved property known as 101 Woodruff Street, Madison, TN 37115.

4) **201 Woodruff Street, Madison, Davidson County, Tennessee 37115**
Map/Parcel No. 42-16/185

Being Lot No. 28 on the Plan of Douglas-Levine Subdivision, Madison, Tennessee as of record in Book 547, page 44, Register's Office for said County. Said Lot fronts 50 feet on the southerly side of Woodruff Street and runs back between parallel lines 300 feet to a dead line.

Being the same property conveyed to United Shows of America, Inc. by deed from Jim Reeves Museum, Inc. as of record in Book 10713, page 111, Register's Office for Davidson County; and

Being the same property conveyed to Billy Butler and Larry D. Butler by deed from United Shows America, Inc. of record as Instrument No. 00011652-0000178, Register's Office for Davidson County, Tennessee; and

Being the same property conveyed by Billy D. Butler and Larry D. Butler d/b/a B&L Self Storage, a general partnership, to Grayson Smith Cannon as Trustee, and then to Billy Butler and wife Ellie Butler, and Larry D. Butler and Wife Teresa Butler, by Quit Claim Deed, of record in Instrument Number 20111222-0099914, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED that the auction sale procedures, as outlined in the Motion, are hereby approved and authorized.

IT IS FURTHER ORDERED that the Receiver is hereby authorized to execute such contracts, close the sales, and execute a Receiver's Deed for the Real Property, (which will convey all right title and interest in the Real Property free and clear of all liens, claim and interests – except current real property taxes) as may be necessary to complete the sales of the Real Property and business of B&L Self-Storage.

IT IS FURTHER ORDERED that the compensation to be paid to Massa Estate Group, as outlined in the Motion, is hereby approved, and Massa Estate Group may be paid from the proceeds of the sale without further order of this Court.

Entered this ____ day of _____ 2017

CHANCELLOR

APPROVED FOR ENTRY:

/s/ Robert H. Waldschmidt

ROBERT H. WALDSCHMIDT, #4657
Receiver
7003 Chadwick Drive, Suite 211
P.O. Box 2828
Brentwood, TN 37024-2828
(615) 468-1020; (615) 259-2179 (fax)
rhw@rhwlawoffice.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Order** was served on the following:

Nicholas W. Utter
Washington Square
Suite 210
222 Second Avenue, North
Nashville, Tennessee 37201

D. McDowell
Smith & Hirsch, PLC
Skyline Professional Center
3250 Dickerson Pike
Suite # 121
Nashville, TN 37207

by U.S. Mail, postage prepaid, on July 28, 2017.

/s/ Robert H. Waldschmidt
ROBERT H. WALDSCHMIDT
Receiver