Karen Y Johnson Davidson County
Batch# 182269 DEEDWARR
01/10/2019 08:50:39 AM 17 pgs
Fees: $88.00 Taxes: $1,100.75
20190110-0002579

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $297,500.00.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 12th DAY OF DECEMBER, 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES: May 7, 2021

ROBERT J. NOTESTINE III NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF DAVIDSON My Comm. Expires

THIS INSTRUMENT WAS PREPARED BY:
Robert J. Notestine, III, Attorney at Law Suite 201 109 Kenner Avenue Nashville, TN 37205

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILL TO:	MAP-PARCEL NUMBER
Alan Lee Fox 5005 Dakota Avenue Nashville, TN 37209	Owner	09115008800

SPECIAL MASTER'S DEED

WHEREAS, the Chancery Court for Davidson County, Tennessee, in the case of *Bridgett Kelly Collins v. Mary Frances Rudy*, Case No. 18-564-I, appointed John C. McLemore, Esq. to be Special Master by that certain ORDER OF REFERENCE TO SPECIAL MASTER JOHN MCLEMORE, entered September 21, 2018; and

WHEREAS, pursuant to AGREED ORDER AUTHORIZING AUCTION SALE OF CERTAIN REAL PROPERTY KNOWN AS 230-B 54th AVENUE, NORTH, NASHVILLE, TENNESSEE, entered October 22, 2018, said Chancery Court granted authority to John C. McLemore, as Special Master, to convey title to said property; and

WHEREAS, a true and correct copy of said AGREED ORDER AUTHORIZING AUCTION SALE OF CERTAIN REAL PROPERTY KNOWN AS 230-B 54th AVENUE, NORTH, NASHVILLE, TENNESSEE, with said ORDER OF REFERENCE TO SPECIAL MASTER JOHN MCLEMORE, is attached hereto as **Exhibit A**; and

WHEREAS, the Special Master executes this deed pursuant to and in compliance with said AGREED ORDER of October 22, 2018;

NOW, THEREFORE, for and in consideration of Two Hundred Ninety-Seven Thousand Five Hundred and No/100 Dollars ($297,500.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, I, John C. McLemore, Special Master, do hereby bargain and sell, and by these presents transfer and convey, unto Alan Lee Fox, an unmarried man, his heirs and assigns, the following described real property, to-wit:

Land in Davidson County, Tennessee, being part of Block No. 14 on the Realty Savings bank and Trust Company's Revised Plan of West Extension of Charlotte Park Company's First Addition, of record in Book 421, page 18, Register's Office for Davidson County, Tennessee, being Parcel "C" on the unrecorded subdivision of part of said Block No. 14, described according to a survey made by Ralph W.C. Lambert, Surveyor, dated April 18, 1953, as follows: Beginning at an iron pin, the Northeast corner of 54th Avenue North, formerly Richland Avenue, and Dakota Avenue; thence with the Easterly margin of 54th Avenue North, Northwardly 54 feet to an iron pin; thence Eastwardly 120.5 feet to the Westerly line of the property conveyed to K.A. Berry and wife, by Deed from Tennessee Property Company, of record in Book 981, page 294, said Register's Office; thence with said line, Southwardly 54 feet to an iron pin on the Northerly margin of Dakota Avenue, thence with said avenue Westwardly 102.5 fee to the beginning.

This is improved property located at 230-B 54th Avenue, North, Nashville, Tennessee 37209, being the same property conveyed to Mary Frances Rudy, Trustee of the Lily Hurt Living Trust, by deed of record as Instrument No. 20181226-0125131, said Register's Office.

The undersigned, John C. McLemore, Special Master, does hereby transfer and convey, solely in his capacity as Special Master and no further or otherwise, all the right, title, interest, and estate held by the said Mary Frances Rudy, Trustee of the Lily Hurt Living Trust, in and to the above-described real property.

TO HAVE AND TO HOLD subject real property with the appurtenances, estate, title, and interest thereto belonging to the said Alan Lee Fox, an unmarried man, his heirs and assigns forever, free and clear of all liens, claims and interests, SUBJECT TO:

1. Statutory lien for 2018 Davidson County real estate taxes, which will be prorated to date of deed.
2. Statutory lien for 2019 Davidson County real estate taxes, which are a lien but not yet due and payable.
3. All matters of record in Book 421, Page 18, said Register's Office.

WITNESS my hand on this 28th day of December, 2018.

John C. McLemore, Special Master Special Master

ACKNOWLEDGMENT

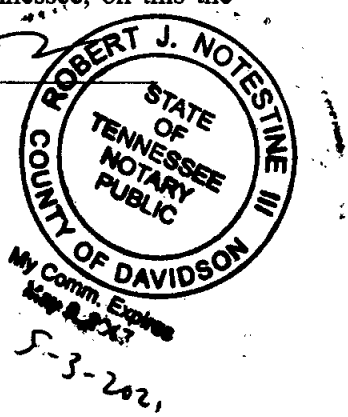
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, John C. McLemore, Special Master, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument in the capacity and for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this the 18th day of December, 2018.

Notary Public

My Commission Expires: May 3, 2021



Mary Frances Rudy individually and as
Trustee of the Lily Hurt Living Trust and
Bridgett Kelly Collins
join into this Deed to convey any interest
they may have in this subject real property.

Mary Frances Rudy, Individual

Lily Hurt Living Trust

By: _____
Mary Frances Rudy, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, Mary Frances Rudy, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument in the capacity and for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this the 28th day of December, 2018.

Notary Public

ROBERT J. NOTESTINE III STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON My Comm. Expires May 3, 2021

My Commission Expires: May 3, 2021

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Before me, the undersigned a Notary Public, in and for the State and County aforesaid, personally appeared Mary Frances Rudy with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Trustee of The Lily Hurt Living Trust, and that she as such Trustee executed the foregoing instrument for the purposes therein contained, by signing the name of the Trust by himself/herself as Trustee.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 28th day of December, 2018

Notary Public

ROBERT J. NOTESTINE III STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON My Comm. Expires May 3, 2021

My Commission Expires: May 3, 2021

Bridgett Kelly Collins

Bridgett Kelly Collins

STATE OF ~~TENNESSEE~~) Florida
COUNTY OF ~~DAVIDSON~~) Sarasota

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, Bridgett Kelly Collins, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument in the capacity and for the purposes therein contained.

Witness my hand and official seal at 15 Pardio Plz Sarasota County, Florida, on this the 3rd day of January, 2019.

Notary Public

My Commission Expires: 5/6/22

STEVEN MCEWEN
Notary Public - State of Florida
Commission # GG 214415
My Comm. Expires May 6, 2022
Bonded through National Notary Assn.

EXHIBIT A

[ATTACH CERTIFIED COPY OF COMPLETE
AGREED ORDER AUTHORIZING AUCTION SALE OF CERTAIN REAL PROPERTY
KNOWN AS 230-B 54th AVENUE, NORTH, NASHVILLE, TENNESSEE, INCLUDING ORDER
OF REFERENCE TO SPECIAL MASTER JOHN MCLEMORE]

FAX RECEIVED ORDER
DATE OCT 19 2018 TIME
DAVIDSON COUNTY CHANCERY COURT

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

BRIDGETT KELLY COLLINS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 18-564-I
	)	Chancellor Bonnyman
MARY FRANCES RUDY,	)	
	)	
Defendant.	)	
	)	
MARY FRANCES RUDY,	)	
	)	
Counterplaintiff,	)	
	)	
v.	)	
	)	
BRIDGETT KELLY COLLINS,	)	
	)	
Counterdefendant.	)	

FILED
2018 OCT 22 PM 4:03
CLERK & MASTER
DAVIDSON CO. CHANCERY CT.
D.C. & M.

AGREED ORDER AUTHORIZING AUCTION SALE OF CERTAIN REAL PROPERTY KNOWN AS 230-B 54TH AVENUE, NORTH, NASHVILLE, TN

This matter is before the Court on an agreement among John C. McLemore, Esq., Special Master, Bridgett Kelly Collins, Plaintiff/Counterdefendant, and Mary Frances Rudy, Defendant/Counterplaintiff. The parties agree and stipulate as follows:

1. By Order of this Court entered September 21, 2018, John C. McLemore was appointed Special Master. A copy of the Order of Reference to Special Master John McLemore is attached hereto and marked Exhibit A.

2. On September 21, 2018, Ms. Collins filed a Motion seeking authority to sell two pieces of real estate, generally identified and described in the record of this case as "54th Ave." and "19th Ave." (the "Properties"). The Motion was set for hearing on the Court's October 5 motion docket.

3. On September 28, 2018, Ms. Rudy filed her Response to said Motion, and on October 3, 2018, Ms. Collins filed her Reply to Ms. Rudy's Response.

4. On October 4, 2018, at the direction of the Court, the Special Master, counsel for both parties, and the Court participated in a telephone conference during which the Chancellor pointed out, based on said Motion, Response and Reply, that both parties agreed that the Properties should be sold. (B) emphasis added.

5. During the conference call, the Court directed the Special Master to proceed with the sale of the Properties and to confer with counsel for the parties as to the details of the sales. In addition, the Court entered a Case Management Order dated October 5, 2018. This Order states in part as follows: "*It appears that the issues raised by the parties in the motion [to sell] and responses will be addressed by the Special Master Mr. McLemore at the Rule 53 meeting on October 8, 2018. Therefore, the Court removes the motion to sell real property from the motion docket.*"

6. This Agreed Order concerns only the sale of 54th Ave., more particularly identified as the house and lot at 230-B 54th Avenue, North, Nashville, TN (Map & Parcel: 091 15 0 088.00). This Agreed Order is a direct result of the Rule 53 meeting held in the offices of Gullett, Sanford, Robinson & Martin, PLLC beginning at 2:00 p.m., October 8, 2018.

7. 54th Ave. is more specifically described as:

> Land in Davidson County, Tennessee, being part of Block No. 14 on the Realty Savings Bank and Trust Company's Revised Plan of West Extension of Charlotte Park Company's First Addition, of record in Book 421, Page 18, Register's Office for Davidson County, Tennessee, being Parcel "C" on the unrecorded subdivision of part of said Block No. 14, described according to a survey made by Ralph W. C. Lambert, Surveyor, dated April 18, 1953, as follows: Beginning at an iron pin, the Northeast corner of 54th Avenue North, formerly Richland Avenue, and Dakota Avenue; thence with the Easterly margin of 54th Avenue North, Northwardly 54 feet to an iron pin; thence Eastwardly 120.5 feet to the Westerly line of the property conveyed to K. A. Berry and wife, by Deed from Tennessee Property Company, of record in Book 981, Page 294, said Register's Office; thence with said line, Southwardly 54 feet to an iron pin on the Northerly margin of Dakota Avenue, thence with said avenue, Westwardly 102.5 feet to the beginning.

8. Pursuant to the provision of Rule 53.03(1) T.R.C.P, the first meeting of the parties was held. At the request of the Special Master, it was attended only by counsel for the parties and the Special Master and his assistants. During this meeting, among other things, the sale of 54th Ave. was discussed.

An agreement having been reached as is evidenced by the signatures of counsel and the Special Master below, it is hereby **ORDERED:**

1. The sale shall be by auction to be conducted by Bill Colson Auction & Realty Co., Inc., 2012 Beech Ave., Nashville, TN 37204 (the "Auctioneer"). The auction shall be what is generally described and known as a "well-advertised auction." The Special Master and the Auctioneer shall collaborate on the optimum way to advertise the sale in order to generate the maximum feasible sale price.
2. The auction shall be conducted as expeditiously as possible, but in keeping with the advertising time constraints set in T.C.A. § 35-5-101 (a) & (b).
3. The auction shall be conducted pursuant to the Auction Contract attached hereto and marked Exhibit B.
4. The gross proceeds of the auction shall be paid to Belle Meade Title & Escrow, Inc., 109 N. Kenner Ave #201, Nashville, TN 37205, which shall conduct the closing. After the payment of routine closing expenses, e.g., the Auctioneer's commission, title insurance premium, tax proration, etc., and sufficient funds to obtain a release from the lienholder, Bank of Tennessee, Belle Meade Title shall pay any remaining funds to the Court pending further Order authorizing disbursement.
5. At the closing of the sale, the Special Master by his signature shall convey title to 54th Ave. free and clear of all liens, claims and interests, with any such liens, claims and interests attaching to the proceeds of the sale. Notwithstanding the foregoing sentence,

the Notice of Lien *Lis Pendens* filed by Bridgett Kelly Collins and recorded in the Register's Office of Davidson County on the 23rd day of May, 2018 at Instrument No. 20180523-0049603 is hereby declared to be of no force or effect against 54th Ave., and therefore shall not attach to the subject real estate, 54th Ave., or its proceeds. Said Notice of Lien *Lis Pendens* shall not constitute a cloud on the title to the Property and shall not hinder the transfer of clear, marketable and insurable title to 54th Ave.

6. All bidding shall be closed at the fall of the auctioneer's hammer. The Parties waive any and all rights they might have under T.C.A. § 35-5-110.
7. The Auctioneer shall be paid a commission of 8% of the gross sale price as is set out in the contract (Exhibit B). This is within the parameters of T.C.A. § 35-5-112. The sale of 54th Ave. will be "as is." If there is a casualty, other damage, or discovered wear and tear to the improvement on 54th Ave., the Special Master shall first collaborate with the parties as to whether repairs should be performed, whether a claim need be made against the insurance policy.
8. This shall be a sale of the entire property. The Parties waive any and all rights they may have pursuant to T.C.A. § 35-5-108.

It is so **ORDERED** this the ____ day of October, 2018.

Claudia C. Bonnyman, Chancellor

APPROVED FOR ENTRY:

Special Master

John C. McLemore, BPR 3430
Special Master
LAW OFFICE OF JOHN C. McLEMORE, PLLC
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215-8249
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

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GULLETT, SANFORD, ROBINSON & MARTIN, PLLC
Counsel for Mary Frances Rudy
Suite 1700, 150 Third Ave., South
Nashville, TN 37201
(615) 244-4994 (phone)
(615) 256-6339 (fax)
lknight@gsrm.com

Toni Waynick Rutgerson, BPR 32469
Counsel for Bridgett Kelly Collins
200 Nashboro Blvd.
Nashville, TN 37217
(615) 885-5707 (phone)
(615) 885-0224 (fax)
trutgerson@gmail.com

Thomas B. Luck, BPR 22897
Counsel for Bridgett Kelly Collins
200 Nashboro Blvd.
Nashville, TN 37217
(615) 885-9699 (phone)
thomasluckattorney@gmail.com

It is so **ORDERED** this the ____ day of October, 2018.

Claudia C. Bonnyman, Chancellor

APPROVED FOR ENTRY:

John C. McLemore, BPR 3430
Special Master
LAW OFFICE OF JOHN C. McLEMORE, PLLC
2000 Richard Jones Rd., Ste. 250
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Thomas B. Luck by permission #032469

Thomas B. Luck, BPR 22897
Counsel for Bridgett Kelly Collins
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(615) 885-9699 (phone)
thomasluckattorney@gmail.com

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF ORIGINAL INSTRUMENT FILED IN MY OFFICE.
THIS 27th DAY OF December 2018
MARIA M. SALAS, CLERK & MASTER
BY _____ DEPUTY

FAX FILED
ON OCT 19 2018
BY D C & M
MARIA M. SALAS, C & M
DAVIDSON CO. CHANCERY CT.

EXHIBIT
A

IN THE CHANCERY COURT PART I FOR THE STATE OF TENNESSEE
TWENTIETH JUDICIAL DISTRICT, NASHVILLE AND DAVIDSON COUNTY

FILED
2018 SEP 21 PM 3:43 CLERK & MASTER DAVIDSON CO. CHANCERY CT.
CLERK & MASTER DAVIDSON CO CHANCERY CT D.C. & M

BRIDGETT KELLY COLLINS,)
)
Plaintiff,)
)
v.) CASE No. 18-0564-I
)
MARY FRANCES RUDY,)
)
Defendant.)

FILED 2018 OCT 22 PM 4:05

ORDER OF REFERENCE TO SPECIAL MASTER JOHN McLEMORE

Ms. Rudy's Motion for Appointment of Guardian ad Litem for the Plaintiff Ms. Collins and Ms. Collins' Motion for Temporary Injunction were heard on August 29, 2018. Both parties are represented by counsel as indicated below. At the conclusion of the motion hearing, the Court stated its ruling, to be addressed by separate order.

The Court also announced that it will refer certain issues in this lawsuit to a Tenn. R. Civ. R. 53 Special Master. By telephone conference call placed by the Court after the August 29th hearing, the parties agreed that the Court should appoint the attorney Mr. John McLemore. The Court notified the parties after consulting with Mr. McLemore, that Mr. McLemore would serve if appointed, and that he currently has no pending cases in Chancery.

Mr. John McLemore is appointed to serve as Special Master based upon Tenn. R. Civ. P. 53. The following matters are referred to him with some directions, for a report and for recommendations:

1. Upon receipt of this Order from the Clerk and Master, Mr. McLemore must consult with the parties' counsel and set a first meeting; to be held as soon as possible, but no later than twenty (20) days after the date of actual entry of this Order as required by Rule 53.03. Mr. McLemore may require that only counsel attend meetings or counsel with the parties. The dates, times and places of any meetings or hearing before the Special Master must be set by letter from Mr. McLemore or by Order of this Court.

2. Mr. McLemore should review the Court's file, including pleadings, orders, and the briefs and affidavits filed in support of the emergency relief.

3. Mr. McLemore should provide an accounting of the assets and liabilities, receipts and disbursements of the Lily Hurt Trust.

4. Mr. McLemore should determine whether the Trust owes money to Mr. Rudy or whether Ms. Rudy owns money to the Trust.

5. Mr. McLemore should make findings and recommendations about what should be done to terminate the financial relationship between Ms. Rudy and Ms. Collins, including the transfer, holding or sale of three properties (the Continental, 19th Avenue and 54th Avenue) and dissolution of the Trust itself. Debt that Ms. Rudy may have undertaken on behalf of the Trust should be considered.

6. Mr. McLemore shall serve as an agent of the Court and not as an advocate for either party. He shall impartially investigate the facts and make his report and recommendations to the Court as its Special Master.

7. Mr. McLemore and the parties' counsel are authorized to communicate by email as well as by other forms of communication as Mr. McLemore directs. As to documents served by email, the formalities and procedures set forth in Tenn. R. Civ. P. 5.02 are not required.

8. Mr. McLemore's report and recommendations should set forth fact findings and conclusions of law. If there are hearings, a transcript should be provided by a party if that party's objections are to be preserved. Any party who wants a transcript must provide a court reporter. The Special Master's report shall also include the exhibits admitted to the record by him, numbered chronologically. Documents already in the record should be made exhibits to a hearing if they are relied upon by the Special Master, so that the Report can be reviewed.

9. Mr. McLemore is entitled to reasonable compensation for his services and to reimbursement of the out-of-pocket expenses that he incurs in the performance of his duties (collectively, "Compensation"). The parties shall cooperate with the inquiry and report, so that findings can be made that are just, speedy and inexpensive as far as possible. Mr. McLemore's report may recommend how his Compensation should be allocated and paid.

10. The parties and Special Master Mr. McLemore should be familiar with Rule 53 because specific authority and powers are enumerated and explained there.

CLAUDIA C. BONNYMAN, CHANCELLOR
CHANCERY COURT, PART I

Case No. 18-0564-I

cc: Ms. Toni Waynick Rutgerson, Attorney at Law
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Mr. John C. McLemore, Special Master
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Nashville, Tennessee 37215-2802

Telephone (615) 383-9495 Facsimile (615) 292-9848

jmclemore@gmylaw.com

FAX FILED
ON OCT 19 2018
BY D C & M
DAVIDSON CO. CHANCERY CT.

EXHIBIT
tabbies
B

BILL COLSON AUCTION & REALTY CO., INC.

EXCLUSIVE AUCTION LISTING CONTRACT

I hereby authorize and give BILL COLSON AUCTION & REALTY CO., INC. (Auctioneer), the exclusive right to sell the real property known as: House and lot located at 230B 54th Ave. N, Nashville, Davidson County, Tennessee (Tax ID. 091-15-0-88.0), within 45 days.

This property is to be sold at Court Auction, with no bid to be rejected.

ADVERTISING: The Auctioneer will furnish an advertising program which will include but not be limited to the following:

1. Four display ads in *The Tennessean* (two on Sunday and two on weekdays) and 100,000 pop-up ads on *Tennesean.com*.
2. One Display ad in *The Ledger* (local legal newspaper). In addition, the Special Master will publish the order authorizing the sale in *The Ledger* in compliance with T.C.A. §35-5-101 (a) & (b).
3. Signage on the property and in the neighborhood directing bidders to the sale.
4. Direct mail of sale brochures (approximately 1,500) to a list of proven real estate buyers assembled over many years by the Auctioneer.
5. Notice of the sale will be sent to adjoining property owners.
6. Display ad on Auction Zip (currently the most popular search engine for auctions).
7. Display ads on GoToAuctions.com and Estate Auctions.net (other search engines).
8. Postings on social media such as FaceBook.
9. Email blasts to the Auctioneer's customers who have furnished their email addresses to the Auctioneer so they will be notified of residential real estate sales.
10. Posting on Bill Colson Auction & Realty website.
11. All electronic display ads will appear within the two weeks (14 days) preceding the sale.

The Special Master will attend the sale, accept deposit on purchase price and execute a binding contract of sale on owner's account.

It is further agreed that when property is sold, Special Master will furnish acceptable title insurance, deed and closing statement.

This property is to be sold on the following terms: Cash 15% earnest money day of sale, balance at closing within 30 days of auction.

The Special Master will pay BILL COLSON AUCTION & REALTY CO., INC., a commission of 8% of the total selling price of the property, plus $0.00 for sale expenses.

In the event the successful bidder at the auction defaults, the Auctioneer will go to the runner-up bidders and attempt to negotiate a sale. The Special Master will move the Court to accept the runner-up bid. Should the offer be ruled unacceptable, the property will be marketed a second