

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

IN RE:)	
)	
TINA MARIE JONES,)	Case No. 317-05623
)	Chapter 11
Debtor-in-Possession.)	Judge Randal S. Mashburn

**THE DEADLINE FOR FILING A TIMELY RESPONSE IS NOVEMBER 10, 2017
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE 9:00 A.M., NOVEMBER 21, 2017
COURTROOM ONE, CUSTOMS HOUSE, 701 BROADWAY, NASHVILLE, TN 37203**

**MOTION FOR THE SALE OF REAL PROPERTY PURSUANT TO 11 U.S.C. § 363 AND FED. R. BANKR.
P. 2002 AND 6004 WITH NOTICE PURSUANT TO RULE 9013-1, LBR**

Debtor has asked the Court for the following relief: **Entry Of An Order For The Sale Of Real 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 November 10, 2017 you or your attorney must:

1. File with the Court your written 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 the deadline for filing responses, the date of the scheduled hearing, and the document to which you are responding.

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 viewing the case on the court's website 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 the relief.

Date: October 18, 2017

Signature: /s/ Paul E. Jennings
Paul E. Jennings, Esq.
805 S. Church Street, Suite 3
Murfreesboro, TN 37130

**IN THE UNITED STATES BANKRUPTCY COURT
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IN RE:)	
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TINA MARIE JONES,)	Case No. 317-05623
)	Chapter 11
Debtor-in-Possession.)	Judge Randal S. Mashburn

**MOTION FOR THE SALE OF REAL PROPERTY PURSUANT TO 11 U.S.C. § 363 AND
FED. R. BANKR. P. 2002 AND 6004 WITH NOTICE PURSUANT TO RULE 9013-1, LBR**

Tina M. Jones, (“Debtor”), as Debtor-in-Possession, in the above captioned Chapter 11 case, pursuant to Section 363 of Title 11, United States Code (the “Bankruptcy Code”), and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), respectfully moves the Court for entry of an order approving the sale of real property located at 3200 Manchester Hwy, Murfreesboro, TN, consisting of her residence and approximately 34.84 acres, more or less, designated as Parcel/Tax ID 126 01300 in the property assessor’s office for Rutherford County, Tennessee, and as more particularly described in Exhibit A attached hereto (the “Property”). The purchaser of the property is LHP Capital, LLC (the “Purchaser”). Debtor and Purchaser entered into the contract for the purchase and sale of the Property (the “Purchase Agreement”) on October 4, 2017 (the Effective Date).

In support of this motion the Debtor states as follows:

JURISDICTION

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this

Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

2. Debtor filed a petition for relief under Chapter 11 of Title 11 of the United States Code on August 17, 2017 (the Petition Date). The Debtor is authorized to continue to manage her property as debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory creditors' committees has been appointed in this Chapter 11 case.

3. Debtor scheduled in her bankruptcy filing a house and 34.84 acres with a value of \$3,300,000.00. It was the intention of the Debtor to sell this property and to pay her creditors in full. The proceeds of this sale will enable Debtor to accomplish this goal.

4. No real estate broker has been retained or dealt with in connection with this transaction.

THE PURCHASE AGREEMENT

5. Subject to approval of the Court, Debtor has reached agreement with the Purchaser for the sale of the Property for the sum of two million, five hundred thousand dollars (\$2,500,000.00) (the "Purchase Price"). The Purchase Price is payable as follows: One hundred ninety-five thousand dollars (\$195,000.00) earnest money (the "Earnest Money") is currently held by Tennessee Valley Title Insurance Company (the "Escrow Agent") and the balance, plus or minus prorations contemplated by the Purchase Agreement is immediately available funds on the Closing Date, (as defined in the Purchase Agreement).

6. A copy of the Sale/Purchase Agreement is attached hereto as Exhibit B.

SALE OF THE PURCHASED ASSETS

7. In accordance with Bankruptcy Rule 6004(f)(1), sales of property outside the ordinary course of business may be by private sale or public auction. Debtor has received various offers of purchase within the last six months and believes this offer is the approximate value of the Property. It is sufficient to satisfy all creditors of the estate.

8. Section 363(b)(1) provides, in pertinent part, that the “trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate. 11 U.S.C. § 363(b)(1).

9. It is well established that a Chapter 11 debtor may sell all or substantially all of its assets pursuant to Section 363(b) prior to confirmation of a Chapter 11 Plan. See, Consumer News and Business Channel Partnership v. Financial News Network, Inc. 980 F.2d 165, 169 (2d Cir. 1992), quoting with approval In re Lionel Corp., 722 F.2d 1063, 1069 (2d Cir.1983), stating:

“(f)irst and foremost is the notion that a bankruptcy judge must not be shackled with unnecessarily rigid rules when exercising the undoubtedly broad administrative power granted him under the (Bankruptcy) Code.”

10. This motion requests approval of a sales transaction that achieves her goal of paying all of her existing obligations.

THE SALE MUST BE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND

INTEREST

11. It is appropriate the Property be sold free and clear of liens, claims, encumbrances, and interest pursuant to 11 U.S.C. § 363(f). Section 363(f) of the Bankruptcy Code provides:

The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if-

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;

- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

12. To facilitate the sale of the Property, it is necessary to authorize the sale of the Property free and clear of any and all liens, claims, encumbrances, or interests, with any such liens, claims, encumbrances, or interests to transfer to and attach to the net proceeds of the sale with the same rights and priorities therein. A search of the title of the Property disclosed a number of liens filed against the Property. A number of these will be disputed by the Debtor.

All of the liens, claims, encumbrances, and interests held by creditors may be satisfied by at least one of the five conditions set forth in Section 363(f), and any such liens, claims, encumbrances, and interests will be adequately protected by transfer to and attachment to the net proceeds of the sale of the Property, subject to any claims and defenses the Debtor may possess with respect thereto. The value of the sale proceeds will be sufficient to satisfy the lienholders in full, thus satisfying Section 363(f)(3) of the Bankruptcy Code.

13. Thus, the sale of the Property free and clear of liens, claims, encumbrances, and interests, including rights or claims based on any successor or transferee liability, except for any liabilities assumed by the Purchaser in accordance with the Purchase Agreement, will satisfy the statutory prerequisites of Sections 363(f) of the Bankruptcy Code. Accordingly, at closing the Property should be transferred to Purchaser in accordance with the Purchase Agreement free and clear of all liens, claims, encumbrances, and interests, except for any liabilities assumed by Purchaser in

accordance with Purchase Agreement, with all such other liens, claims, encumbrances, and interests to be transferred to and attach to the net sale proceeds of the Property.

14. The terms and provisions of the Purchase Agreement were negotiated by the Debtor and the Purchaser at arm's length, without collusion and in good faith. The Agreement represents substantial value to the Debtor and provides fair consideration for the Property. Moreover, the Purchaser holds no interests in the Debtor, and the Purchaser has no affiliation with the Debtor.

WHEREFORE, Debtor moves entry of an Order for the Sale of Real Property as outlined above.

Respectfully submitted,

/s/ Paul E. Jennings

Paul E. Jennings

Paul E. Jennings Law Offices P.C.

805 South Church Street, Suite 3

Murfreesboro, TN 37130

Telephone: (615) 895-7200

Facsimile: (615) 895-7294

E-mail: paulejennings@bellsouth.net

Attorney for Debtor-in-Possession

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion For The Sale Of Real Property has been mailed first class, postage prepaid to Megan Seliber, Trial Attorney, United States Trustee Office, 318 Customs House, 701 Broadway, Nashville, TN 37203; to all attorneys having entering appearances and all creditors and parties in interest on the matrix of record in the case, this 18th day of October, 2017.

/s/ Paul E. Jennings

Paul E. Jennings

EXHIBIT A

Property Description

That certain real property situated in the 18th Civil District of Rutherford County, Tennessee, to-wit:

BOUND on the north by an Old Lane being the property of Francis C. Hill (Deed Book 215, page 320); on the east by Manchester Highway (U.S. Highway 41-70S); on the south and east by Patsy Mankin Taylor (Deed Book 540, page 713); on the south by Dessie Lewis (Will Book 12, page 475); and on the west by John R. Hill (Will Book 23, page 474).

BEGINNING at an iron pin found by metal fence post in the west right-of-way of Manchester Highway (U.S. Highway 41-70S), said pin lying 1639.00' more or less from the centerline of Dilton Mankin Road, being the NE corner of Taylor and the SE corner of this tract; thence with the north line of Taylor S 83° 35' 40" W, 381.61 feet to a nail found by fence post in fenceline; thence S 83° 31' 20" W, 79.49 feet to an iron pin found by metal post; thence with the west line of Taylor S 01° 29' 26" W, 203.81 feet to an iron pin found by fence post; thence with the north fenceline of Lewis N 83° 59' 20" W, 410.28 feet to an iron pin set in line with fenceline by twin 14" Hackberry; thence N 83° 44' 00" W, 875.95 feet to an iron pin found in fence corner being the SW corner of this tract; thence with the east fenceline of Hill N 08° 28' 50" E, 374.97 feet to an iron pin found; thence N 08° 26' 30" E, 386.38 feet to an iron pin set in fence corner; thence N 08° 26' 30" E, 24.74 feet to an iron pin set in centerline of an Old Lane being the south line of the property of Francis C. Hill being the NW corner of this tract; thence continuing with the centerline of an Old Lane N 69° 05' E, 1161.81 feet to an iron pin set in centerline of an Old Lane being the NE corner of this tract; thence with the west right-of-way of Manchester Highway S 27° 05' 20" E, 165.56 feet to a concrete right-of-way marker found; thence S 26° 59' 10" E, 265.35 feet to a concrete right-of-way marker found; thence S 26° 33' 30" E, 773.33 feet to the beginning, containing 34.84 acres, more or less, and described according to survey made by Robert E. Francis, RLS #669, dated September 8, 1995.

BEING the same property conveyed to Tina M. Jones by deed of record in Record Book 1190, Page 2269, in the Register's Office for Rutherford County, Tennessee.

NOTE: The foregoing description may be updated and replaced with descriptions consistent with the Survey and Title Commitment, at Purchaser's option.



REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made effective the 4th day of October, 2017 (the "Effective Date"), by and between TINA M. JONES, an individual resident of Rutherford County, Tennessee ("Seller"), and LHP CAPITAL, LLC, a Tennessee limited liability company, or its assigns ("Purchaser").

Background Statement

Seller is the owner of certain real property located in Rutherford County, Tennessee, consisting of approximately 34.84 acres, more or less, designated as Parcel/Tax ID 126 01300 in the property assessor's office for Rutherford County, Tennessee, and as more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with all improvements, easements, hereditaments and appurtenances thereto appertaining (the "Property"). Seller desires to sell, and Purchaser desires to purchase, the Property upon the terms and conditions herein set forth.

NOW, THEREFORE, the parties agree as follows:

1. Agreement to Purchase and Sell. Upon the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell and convey to Purchaser at Closing, and Purchaser agrees to purchase and take from Seller at Closing, all of Seller's right, title, estate and interest in and to the Property, which shall constitute fee simple ownership of the entire Property and all rights thereto. Purchaser acknowledges that Seller has recently filed a petition for bankruptcy relief in the United States Bankruptcy Court for the Middle District of Tennessee (the "Bankruptcy Court"), that the Property is included in Seller's bankruptcy estate, and that a sale of the Property is subject to the approval of the Bankruptcy Court after notice and a hearing. Notwithstanding the foregoing or any provision herein to the contrary, in the event that the Bankruptcy Court rejects or otherwise fails to approve this Agreement by the Closing Date, Purchaser may, upon payment of one hundred dollars (\$100.00) to Seller, terminate this Agreement and receive the Earnest Money from the Escrow Agent, and neither party shall thereafter have any further rights, duties, liabilities or obligations under this Agreement except as expressly set forth herein.

2. Consideration and Payment. Purchaser agrees to pay to Seller for the Property the sum of two million, five hundred thousand dollars (\$2,500,000.00) (the "Purchase Price"), payable by Purchaser to Seller as follows: (a) one hundred ninety-five thousand dollars (\$195,000.00) earnest money (the "Earnest Money"), to be delivered to Tennessee Valley Title Insurance Co. (the "Escrow Agent") within five (5) business days following the Effective Date; and (b) the balance, plus or minus prorations contemplated by this Agreement, to be paid to Seller in immediately available funds on the Closing Date. Except as expressly provided in Section 1, Section 3(b), Section 3(c), Section 5 and Section 9(b) to the contrary, the Earnest Money, once deposited with the Escrow Agent, shall be non-refundable to Purchaser.

3. Conveyance: Title and Environmental.

(a) At Closing, Seller shall deliver a good and sufficient special warranty deed in form acceptable to Purchaser and the title company, conveying to Purchaser fee simple, absolute title in and to the Property, free and clear of all liens, claims, and encumbrances (other than property taxes for the year during which Closing shall occur, which shall be prorated), duly executed by Seller (the "Deed"), together with a bill of sale conveying fee simple title to all personal property located on the land as of the Vacation Date (defined below). Purchaser acknowledges that Seller plans to remove the chandeliers from the Property prior to the Vacation Date. The Property shall be sold "AS IS" with no warranties (other than as to title, as set forth in the special warranty deed and the bill of sale). Purchaser is not assuming any debt, liability or obligation of Seller or any prior owner of the Property. Notwithstanding the foregoing or any provision herein to the contrary, Seller shall be authorized to remain in possession of the Property until the date that is fourteen (14) days after the Closing Date (the "Vacation Date"), provided that five percent (5%) of the Purchase Price shall be retained by the Escrow Agent at Closing and disbursed to Seller and/or Purchaser in accordance with an escrow agreement to be agreed upon by Seller and Purchaser at Closing. Such escrow agreement shall (i) provide for Seller to receive the escrowed funds if she timely vacates the Property by the Vacation Date, and (ii) entitle Purchaser to

receive a portion of the escrowed funds for each day that Seller fails to vacate the Property on or after the Vacation Date.

(b) Purchaser may obtain, at its expense, a title commitment covering the Property (the "Title Commitment"). Purchaser also shall have the right to cause a survey to be prepared, at Purchaser's cost (the "Survey"). Purchaser shall have until the date that is sixty (60) days after the Effective Date (the "Diligence Date") to review the Title Commitment and the Survey and to give written notice to Seller of objections Purchaser may have to matters set forth in the Title Commitment or Survey. If Seller is unable or unwilling to cure the matters set forth in Purchaser's objection letter to Purchaser's reasonable satisfaction, Purchaser may, on or before the Diligence Date, and upon payment of ten thousand dollars (\$10,000.00) to Seller, terminate this Agreement and receive the Earnest Money from the Escrow Agent, and neither party shall thereafter have any further rights, duties, liabilities or obligations under this Agreement except as expressly set forth herein.

(c) Prior to Closing, Purchaser and its agents shall have the right to enter the Property (following prior notice) to conduct such inspections as Purchaser may desire. Purchaser may obtain an environmental, soil, geotechnical or other report, assessment or testing of the Property at its own cost. If the results of any such report, assessment or test are not satisfactory to Purchaser, or if any of the Closing Contingencies (defined below) have not, in Purchaser's sole discretion, been satisfied, Purchaser may, on or before the Diligence Date, and upon payment of ten thousand dollars (\$10,000.00) to Seller, terminate this Agreement and receive the Earnest Money from the Escrow Agent, and neither party shall thereafter have any further rights, duties, liabilities or obligations under this Agreement except as expressly set forth herein. For purposes of this Agreement, the "Closing Contingencies" shall include, with regard to the Property, the following: (i) Purchaser receiving confirmation that the Property is zoned, has received all necessary permits and has access to adequate utilities for a multifamily housing development of a size and density planned by Purchaser; (ii) Purchaser entering into a development agreement with the Murfreesboro Housing Authority; (iii) Purchaser receiving an acceptable market study and rent comparability study; and (iv) Purchaser's planned development of the Property is feasible.

(d) Subject only to the provisions contained in Section 1 above, Seller represents and warrants to Purchaser that Seller is the sole fee owner of the Property and that this Agreement has been duly authorized, executed and delivered by Seller, and this Agreement constitutes the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(e) Subject only to the provisions contained in Section 5 below, until Closing, Seller agrees not to convey any ownership easement or other interest in the Property and agrees to remove the Property from the market and refrain from negotiating with any other buyers.

4. Closing. This transaction will be closed (the "Closing") by the Escrow Agent through escrow on the date which is sixty (60) days following the Diligence Date (or on the next succeeding business day) (the "Closing Date"), or such earlier date specified in a written notice from Purchaser to Seller, provided that if a physical gathering of Seller and Purchaser is required, such location shall be mutually agreed by Seller and Purchaser. Notwithstanding the foregoing or any provision herein to the contrary, in the event that the Bankruptcy Court has not approved this Agreement or is otherwise impeding Closing as of the Closing Date, Purchaser shall have the unilateral option, but not the obligation, to extend the Closing Date by a period of one calendar month; provided that if the Bankruptcy Court approves this Agreement ten (10) or fewer days before the then applicable Closing Date, the Closing Date shall automatically be extended until ten (10) days after the Bankruptcy Court approval. Purchaser shall have the unilateral option, but not the obligation, to exercise the foregoing extension option successively pending Bankruptcy Court approval.

5. Stalking Horse Protection. Not less than fourteen (14) days after the Effective Date, Seller shall file a motion in the Bankruptcy Court seeking the Bankruptcy Court's approval of this Agreement. Purchaser understands that the process for Bankruptcy Court approval may include the opportunity for competing bids to be entertained in order to maximize the return to Seller's bankruptcy estate, and in that regard, Purchaser acts as a "stalking horse". The parties agree that Purchaser should be entitled to protections as a stalking horse. In recognition of the fees and expenses Purchaser has and will incur in its due diligence efforts in conjunction with this Agreement, and in further recognition of the value of Purchaser's setting the floor for the

terms of the transfer of the Property and laying the ground work for other potential bids, Seller agrees that Purchaser shall receive a payment of one hundred thousand dollars (\$100,000.00) if a separate bid for the Property is received and ultimately accepted and approved under the procedures to be set forth in Seller's motion in the Bankruptcy Court, which payment shall be treated as an administrative expense of Seller's bankruptcy estate and paid from the first proceeds of the closing of the transfer of the Property. In addition, if another bid is accepted and approved, the Earnest Money shall be returned to Purchaser. Except as ordered by the Bankruptcy Court, until the earlier to occur of termination of this Agreement or the Closing Date, Seller (and Seller's agents) shall cease to market the Property and shall refrain from solicitation of backup offers and any discussion, negotiation or any other communication concerning or related to the sale of the Property with any third party other than Purchaser.

6. **Prorations and Charges.**

(a) Any taxes or assessments, either general or special, applicable to the Property, shall be prorated as of the Closing Date. Purchaser and Seller agree to reproporate taxes and assessments after the Closing upon the receipt of the actual tax bill, if such bill is not available as of the Closing Date. Seller shall be solely responsible for any rollback taxes and similar assessments, if any. This provision shall survive the Closing.

(b) Seller shall be charged the following amounts at Closing: (i) charges of the title company to prepare the Deed; and (ii) any transfer taxes payable in connection with the Closing. Purchaser shall be charged the following amounts at Closing: (i) the cost of the title policy if Purchaser elects to purchase such policy; (ii) any recording costs for the Deed and Purchaser's financing documents; (iii) any financing costs; (iv) the cost of the Survey, if any; and (v) any closing fee charged by Escrow Agent, up to a maximum of one thousand dollars (\$1,000.00). Each party shall pay its own attorney's fees, except as otherwise specifically set forth herein. Any prorations to which Purchaser may be entitled by reason of the foregoing shall be credited against the balance of the Purchase Price to be paid at Closing.

7. **Deliveries.**

(a) Seller shall deliver the following to Purchaser (duly executed where applicable) through escrow at or prior to Closing, each of which shall be in form and substance acceptable to Purchaser in its judgment reasonably exercised: (i) the Deed; (ii) such documents reasonably required by the title company in connection with the issuance of the title policy; (iii) a FIRPTA affidavit acceptable to the title company; (iv) a closing statement identifying the prorations required hereunder; and (v) such other documents and instruments as may reasonably be required to give effect to the terms and intent of this Agreement.

(b) Purchaser shall deliver the following to Seller (duly executed where applicable) through escrow at or prior to Closing: (i) the balance of the Purchase Price; and (ii) such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to give effect to the terms and intent of this Agreement.

8. **Broker's Commission.** Purchaser and Seller each represent and warrant to the other that neither Purchaser nor Seller has retained or dealt with any real estate broker in connection with this transaction. Each party shall protect, indemnify, hold harmless and defend the other against all claims for sales commissions or other similar compensation that may be asserted by any person with respect to this transaction to the extent that the liability for said compensation shall be based upon actions of such party. The indemnities in this Section 8 shall survive the Closing Date and the recording of the Deed or the termination of this Agreement, as the case may be.

9. **Remedies.**

(a) In the event that Purchaser defaults in its obligation to proceed to Closing, Seller shall be entitled to terminate this Agreement, receive the Earnest Money as liquidated damages as Seller's sole and exclusive remedy, and except as otherwise expressly set forth herein, neither party shall thereafter have any further liability to the other. Seller and Purchaser agree that damages are certain to be suffered by Seller as a

result of such default by Purchaser but that as of the date of this Agreement the amount of such damages are difficult or impossible to ascertain and the liquidated damages set forth in this Section 9(a) constitute Seller's and Purchaser's reasonable estimate of such damages.

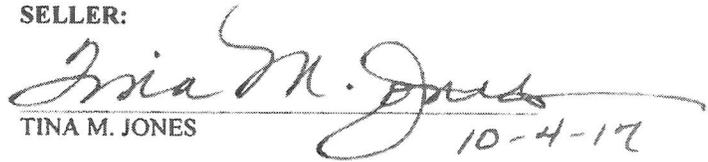
(b) In the event that Seller shall have failed on the Closing Date to have performed any of the covenants and agreements contained in this Agreement which are to be performed by Seller, Purchaser shall have the right (i) to terminate this Agreement and receive the Earnest Money from the Escrow Agent and payment from Seller for the amount of out-of-pocket expenses actually incurred by Purchaser in connection with this Agreement; or (ii) pursue any remedy available to it at law or in equity, including without limitation an action to compel Seller's specific performance of this Agreement (it being understood that damages alone would be an inadequate remedy) together with the recovery of Purchaser's reasonable attorney's fees and expenses incurred in connection with Seller's breach and the enforcement of this Agreement. It is understood between the parties, the Seller is under the obligations and duties as directed by the Bankruptcy Court and, except as provided in Section 5, Seller is therefore not liable for any damages incurred by reason of order of the Bankruptcy Court; provided, however, in the event that Seller is unable to perform its obligations hereunder on the Closing Date, Purchaser may, upon payment of one hundred dollars (\$100.00) to Seller, terminate this Agreement and receive the Earnest Money from the Escrow Agent, and neither party shall thereafter have any further rights, duties, liabilities or obligations under this Agreement except as expressly set forth herein.

10. Miscellaneous. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior written or unwritten arrangements or understandings with respect thereto. All parties represent that they are not relying on any representation, statement, or action by any other party except as expressly stated herein. The descriptive headings of this Agreement are for convenience only. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, heirs, beneficiaries, fiduciaries, personal representatives, and executors, and Purchaser shall have the unilateral right to assign its rights hereunder to any third party. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument. Signatures on PDF or facsimile copies of this Agreement or any amendment shall be deemed to be and enforceable as originals. This Agreement shall be governed by and interpreted in accordance with the substantive, internal laws of the State of Tennessee without giving effect to conflict of laws principles thereof, and shall not be construed strictly against the drafter thereof. This Agreement may not be modified, amended, or revoked, except in a writing signed by all parties. This provision may not be orally waived.

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:


TINA M. JONES 10-4-17

PURCHASER:

LHP CAPITAL, LLC,
a Tennessee limited liability company

By: 
Carey B. Parker, Chief Executive Officer

EXHIBIT A

Property Description

That certain real property situated in the 18th Civil District of Rutherford County, Tennessee, to-wit:

BOUND on the north by an Old Lane being the property of Francis C. Hill (Deed Book 215, page 320); on the east by Manchester Highway (U.S. Highway 41-70S); on the south and east by Patsy Mankin Taylor (Deed Book 540, page 713); on the south by Dessie Lewis (Will Book 12, page 475); and on the west by John R. Hill (Will Book 23, page 474).

BEGINNING at an iron pin found by metal fence post in the west right-of-way of Manchester Highway (U.S. Highway 41-70S), said pin lying 1639.00' more or less from the centerline of Dilton Mankin Road, being the NE corner of Taylor and the SE corner of this tract; thence with the north line of Taylor S 83° 35' 40" W, 381.81 feet to a nail found by fence post in fenceline; thence S 83° 31' 20" W, 79.49 feet to an iron pin found by metal post; thence with the west line of Taylor S 01° 29' 26" W, 203.81 feet to an iron pin found by fence post; thence with the north fenceline of Lewis N 83° 59' 20" W, 410.28 feet to an iron pin set in line with fenceline by twin 14" Hackberry; thence N 83° 44' 00" W, 875.95 feet to an iron pin found in fence corner being the SW corner of this tract; thence with the east fenceline of Hill N 08° 28' 50" E, 374.97 feet to an iron pin found; thence N 08° 26' 30" E, 386.38 feet to an iron pin set in fence corner; thence N 08° 26' 30" E, 24.74 feet to an iron pin set in centerline of an Old Lane being the south line of the property of Francis C. Hill being the NW corner of this tract; thence continuing with the centerline of an Old Lane N 69° 05' E, 1161.81 feet to an iron pin set in centerline of an Old Lane being the NE corner of this tract; thence with the west right-of-way of Manchester Highway S 27° 05' 20" E, 165.56 feet to a concrete right-of-way marker found; thence S 26° 59' 10" E, 265.35 feet to a concrete right-of-way marker found; thence S 26° 33' 30" E, 773.33 feet to the beginning, containing 34.84 acres, more or less, and described according to survey made by Robert E. Francis, RLS #669, dated September 8, 1995.

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NOTE: The foregoing description may be updated and replaced with descriptions consistent with the Survey and Title Commitment, at Purchaser's option.

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

IN RE:)	
)	
TINA MARIE JONES,)	Case No. 317-05623
)	Chapter 11
Debtor-in-Possession.)	Judge Randal S. Mashburn

**ORDER GRANTING MOTION FOR THE SALE OF REAL PROPERTY PURSUANT
TO 11 U.S.C. § 363 AND FED. R. BANKR. P. 2002 AND 6004**

This matter is before the Court to sell real estate located at 3200 Manchester Hwy, Murfreesboro, TN consisting of Debtor’s residence and approximately 34.84 acres, more or less (the “Property”). Notice was provided to all creditors and parties in interest pursuant to Rule 9013-1, LBR.

No objections have been filed.

Accordingly, sale of the Property to LHP Capital, LLC for the sum of \$2,500,000.00 is approved. The sale shall be free and clear of liens, claims, encumbrances and interest pursuant to 11 U.S.C. § 363(f), with any such attaching to the net proceeds of the sale with the same rights and priorities.

It is so ORDERED.

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

Submitted for Entry:

/s/ Paul E. Jennings

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