



Bigham RE

Table of Contents



Bigham Deed Lot 146 (820 Loretta Drive)	1
Braxton Park Section 1 Showing Common Area (Cemetery)	3
Employment Order	4
Form of Agreement of Purchase and Sale	5
Order Approving Sale	8
Plat of Woodwyn Hills	10
Tax Information	11
Woodwyn Hills Plat Page 2	14



Bigham Deed Lot 146 (820 Loretta Drive)



MCLEMORE
AUCTION COMPANY

Recorded
SMITH • SHOLAR • ASSOCIATES • PLLC
846 Conference Drive, Ste. 4
Goodlettsville, TN 37072

940
②

STATE OF Tennessee
COUNTY OF Sumner

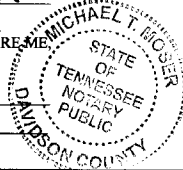
THE ACTUAL CONSIDERATION OR VALUE,
WHICHEVER IS GREATER, FOR THIS TRANSFER IS
\$270,000.00.

Pamela L. Whitaker, Register
Sumner County Tennessee
Rec #: 738031 Instrument #: 943117
Rec'd: 10.00
State: 999.00
Clerk: 1.00
MDP: 2.00 2/19/2010 at 9:40 AM
Total: 1012.00
Record Book 3244 Pgs 161-162

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 5th DAY OF February, 2010.

Notary Public
MY COMMISSION EXPIRES: 3/24/14
File No. G9-8268D



WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
Alacia Bigham (NAME)	Bank of America, N.A. (NAME)	143A E 17.00
820 Loretta Drive (STREET ADDRESS)	2021 N. Gallatin Road (STREET ADDRESS)	
Goodlettsville, TN 37072 (CITY) (STATE) (ZIP)	Madison, TN 37115 (CITY) (STATE) (ZIP)	

ENTERED
John C. Isbell
Property Assessor

67 FEB 18 2010
143A E-17.

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE

HEREINAFTER NAMED GRANTEEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE
RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Terry N. McClure and Gwendolyn A. McClure,
husband and wife, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY
THESE PRESENTS DO TRANSFER AND CONVEY UNTO Alacia Bigham, unmarried, HEREINAFTER
CALLED THE GRANTEEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN
Sumner COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS TO-WIT:

Land in the Sixth Civil District of Sumner County, Tennessee, being Lot No. 146 on the final plat of
Section One of WOODWYN HILLS, a planned unit development, as shown by plat of record in Plat
Book 15, Page 66, 67 and 68, in the Register's Office for Sumner County, Tennessee, to which plat
reference is hereby made for a more complete description.

BEING the same property conveyed to Terry N. McClure and Gwendolyn A. McClure from Lawrence G.
Brown and wife, Linda Y. Brown, by Deed dated May 15, 2001, in Book 1321, Page 785, in the
Register's Office for Sumner County, Tennessee. Also see Scrivener's Affidavit of record in Record
Book 3244, Page 160, Register's Office for Sumner County, Tennessee.

Subject to any and all plats, easements, restrictions, and other matters of record.
The 2009 taxes have been paid by the Grantor and the current taxes have been prorated between the Grantor and
Grantee. All future taxes will be assumed by the Grantee herein.
The above legal description is the same as that contained in the previous deed of record.

This is improved property, known as 820 Loretta Drive, Goodlettsville, TN 37072.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the
said GRANTEEES, their heirs and assigns, forever, and we do covenant with the said GRANTEEES 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 GRANTEEES, their heirs and
assigns, against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the
singular, and the use of any gender shall be applicable to all genders.

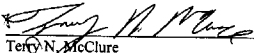
Witness my/our hand(s) this 5th day of February, 2010.


JX

Record Book 3244 Page 161






 Terry N. McClure
 February 05, 2010
 Date


 Gwendolyn A. McClure
 February 05, 2010
 Date

STATE OF Tennessee

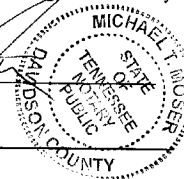
COUNTY OF Sumner }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Terry N. McClure and Gwendolyn A. McClure, husband and wife, the bargainor(s), with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal, this 5th day of February, 2010.

My Commission Expires: 3/20/11

Notary Public



STATE OF Tennessee

COUNTY OF Sumner }

Personally appeared before me, the undersigned, a Notary Public in and of said County and State, the within named _____ for _____ with whom I am personally acquainted, and who acknowledged that he or she executed the within instrument for the purposes therein contained, and who further acknowledged that he or she is the _____ of the maker or constituent of the maker, and is authorized by the maker or by constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 5th day of February, 2010.

My Commission Expires: _____

Notary Public

PREPARED BY AND RETURN TO:

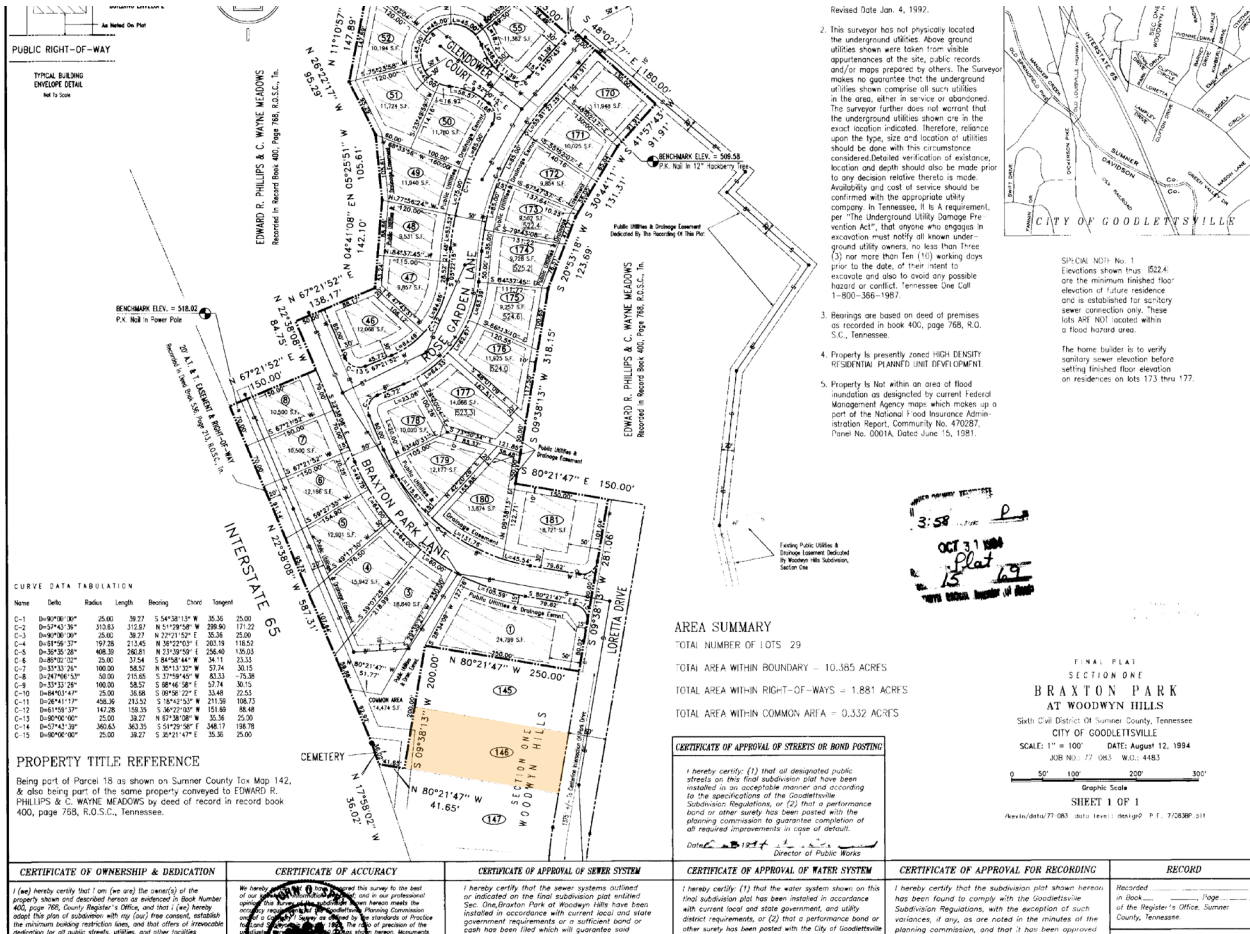
SMITH.SHOLAR.ASSOCIATES.PLLC.
 P.O. BOX 663
 GALLATIN, TN 37066



Braxton Park Section 1 Showing Common Area (Cemetery)




MCLEMORE
AUCTION COMPANY



Employment Order




Marian F. Harrison
US Bankruptcy Judge



Dated: 5/20/2021

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

IN RE:)
ALACIA L. BIGHAM,) Case No. 21-00039-MH3-7
Debtor)

**ORDER AUTHORIZING EMPLOYMENT
AND COMPENSATION OF AUCTIONEER**

Upon the Application of the Trustee for authorization to employ an auctioneer in this matter and to compensate said auctioneer from the proceeds of the proposed sale in accordance with the percentages set forth in Local Rule 6005-1 (the "Application"), twenty-one (21) days notice having been given pursuant to L.B.R. 9013-1 of this Court, and the grounds raised in the one objection to said appointment (Docket #36) have now been clarified through the Court's order of April 29, 2021 (Docket # 59), and for good cause shown;

IT IS HEREBY ORDERED that Robert H. Waldschmidt, Trustee is authorized to employ McLemore Auction Company, LLC (the "Auctioneer") as auctioneer in this proceeding for the purposes of selling the debtor's real property located at 820 Loretta Drive, Goodlettsville, Sumner County, Tennessee (the "Property").

IT IS FURTHER ORDERED that said auctioneer shall be compensated in accordance with the provisions of L.B.R. 6005-1, and may charge a buyer's premium of ten percent (10%), to be paid to the Trustee. The Trustee shall pay the approved commission immediately upon turnover of the proceeds to the Trustee by the Auctioneer. The auctioneer shall make application for reimbursement of any other expenses not outlined in the Application.

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

APPROVED FOR ENTRY:

/s/Robert H Waldschmidt
ROBERT H. WALDSCHMIDT, #4657
Attorney for Trustee
P.O. Box 2828
Brentwood, TN 37024-2828
(615) 468-1020; (615) 259-2179
rhwl@rhwlawoffice.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Case 3:21-bk-00039 Doc 66 Filed 05/20/21 Entered 05/20/21 13:56:57 Desc Main Document Page 1 of 1



Form of Agreement of Purchase and Sale



Page 1 of 3

CONTRACT FOR SALE OF REAL PROPERTY

This contract, entered this 17 day of June, 2021, between Robert H. Waldschmidt, Trustee for Alacia L. Bigham, Case No. 21-00039-MH3-7, ("Seller") and _____ ("Buyers") for the purchase of real property in accordance with 11 USC § 363(b).

(1) The Seller hereby agrees to transfer to the Buyers certain real property in Sumner County, Tennessee, consisting of a house and lot at 820 Loretta Drive, Goodlettsville, Tennessee, for the total consideration of \$_____; Buyer has deposited earnest money with the Seller in the sum of \$_____, to be applied to the purchase price at closing.

(2) The real property shall include all structures and property which are attached to the real property, both interior and exterior, and all items clearly intended to be included with the house. No personal property shall be included as part of this sale.

(3) This real property is being sold "as is, where is", provided however, that the buyer, may rescind this agreement and obtain a full refund of the earnest money if the buyer is unable to obtain title insurance (at buyer's cost).

(4) This property will be sold subject to the provisions of 11 USC § 363(b), and Seller has submitted an appropriate notice of this sale to all creditors and parties in interest in the Chapter 7 proceeding; any objections will be resolved by the bankruptcy court, prior to closing this sale.

(5) The property will be sold free and clear of all liens and encumbrances, in accordance with 11 USC § 363(f).

(6) The current year property taxes will be prorated as of the date of closing, and the Seller will pay to Buyer, at closing, the amount of accrued taxes.

(7) The Seller will provide the Buyer with a Trustee's Deed (without warranties), subject to all existing restrictive covenants, zoning ordinances and easements of record in the Register's Office for County, Tennessee.

(8) The closing of this sale will be held on or before _____, or within 45 days after the execution of this contract, whichever occurs later, unless otherwise ordered by the bankruptcy court, or unless the parties agree otherwise.



Form of Agreement of Purchase and Sale



Page 2 of 3

(9) The entire purchase price (exactly) will be paid to the Seller at closing. Any credits or other required disbursements will be made by Seller at closing.

(10) McLemore Auction Company LLC has been appointed by the bankruptcy court to serve as auctioneer in this case; a commission of 10% will be paid to said auctioneer at closing..

(11) The parties agree to use the services of Attorneys Title Company and John T. Cook, 2927 Berry Hill Circle, Nashville, Tennessee 37216 as closing agent for Buyer.

(12) The parties agree that Buyer will either (a) pay cash for this transaction; or (b) obtain conventional financing. No FHA/VA or other government backed loans shall be acceptable for this matter.

(13) If the Seller fails to perform any part of this agreement, the Buyer shall have the option of demanding specific performance of the contract, or rescinding this contract with the escrow money being returned to the Buyer.

(14) If Buyer fails to perform any part of this agreement, the Seller shall have the option of demanding specific performance of the contract, or rescinding this contract with the escrow money being retained by the Seller.

(15) The risk of hazard or casualty loss or damage to the property shall be borne by the Seller until transfer of title.

(16) Time is of the essence in this agreement.

(17) The provisions of this agreement shall be merged into the closing.

SELLER:

ROBERT H. WALDSCHMIDT, TRUSTEE
P.O. Box 2828
Brentwood, TN 37024-2828
(615) 468-1020

BUYER(S):



Form of Agreement of Purchase and Sale



Page 3 of 3


ADDRESS: _____

PHONE: _____



Order Approving Sale




Marian F. Harrison
US Bankruptcy Judge



Dated: 7/6/2021

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

IN RE:

ALACIA L. BIGHAM,

Debtor

)
)
)
)
)
)

Case No. 21-00039-MH3-7

ORDER AUTHORIZING TRUSTEE'S SALE OF PROPERTY FREE AND CLEAR OF LIENS

This matter is before the court upon the motion of the trustee for authority to sell personal/real property free and clear of all liens. It appearing to the court that the trustee has complied with applicable local rules, having provided notice of his motion, and that no objections were received in this matter, and for other cause to the court shown;

IT IS HEREBY ORDERED that the Trustee may proceed to liquidate and sell the real property at **820 Loretta Drive, Goodlettsville, Sumner County, Tennessee, Parcel ID: 143a e 17.00 000**, and more fully described as follows:

Land in the Sixth Civil District of Sumner County, Tennessee, being Lot No. 146 on the final plat of Section One of Woodwyn Hills, a planned unit development, as shown by plat of record in Plat Book 15, Page 66, 67 and 68, in the Register's Office for Sumner County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Alicia Bigham, unmarried, from Terry N. McClure and wife, Gwendolyn A. McClure, by Warranty Deed of record in Book 3244, page 161, in the Register's Office for Sumner County, Tennessee.

free and clear of all liens, claims and interests, with liens attaching to the proceeds as set forth in the Trustee's Motion to Sell Property, Dated June 11, 2021.



IT IS FURTHER ORDERED that the property will be sold through McLemore Auction Company LLC, and said auctioneer and shall receive compensation and expenses consistent with the motion to employ and Local Rules of Court.

IT IS FURTHER ORDERED that, upon the sale of the Real Property, the Trustee shall be authorized to execute a Trustee's Deed which will vest complete title to the Real property in the Purchaser; upon the execution of said Trustee's Deed solely by the Trustee.

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

APPROVED FOR ENTRY:

/s/ Robert H. Waldschmidt
ROBERT H. WALDSCHMIDT, #4657
Attorney for Trustee
P.O. Box 2828
Brentwood, TN 37024-2828
(615) 468-1020; (615) 259-2179 (fax)
rhw@rhwlawoffice.com

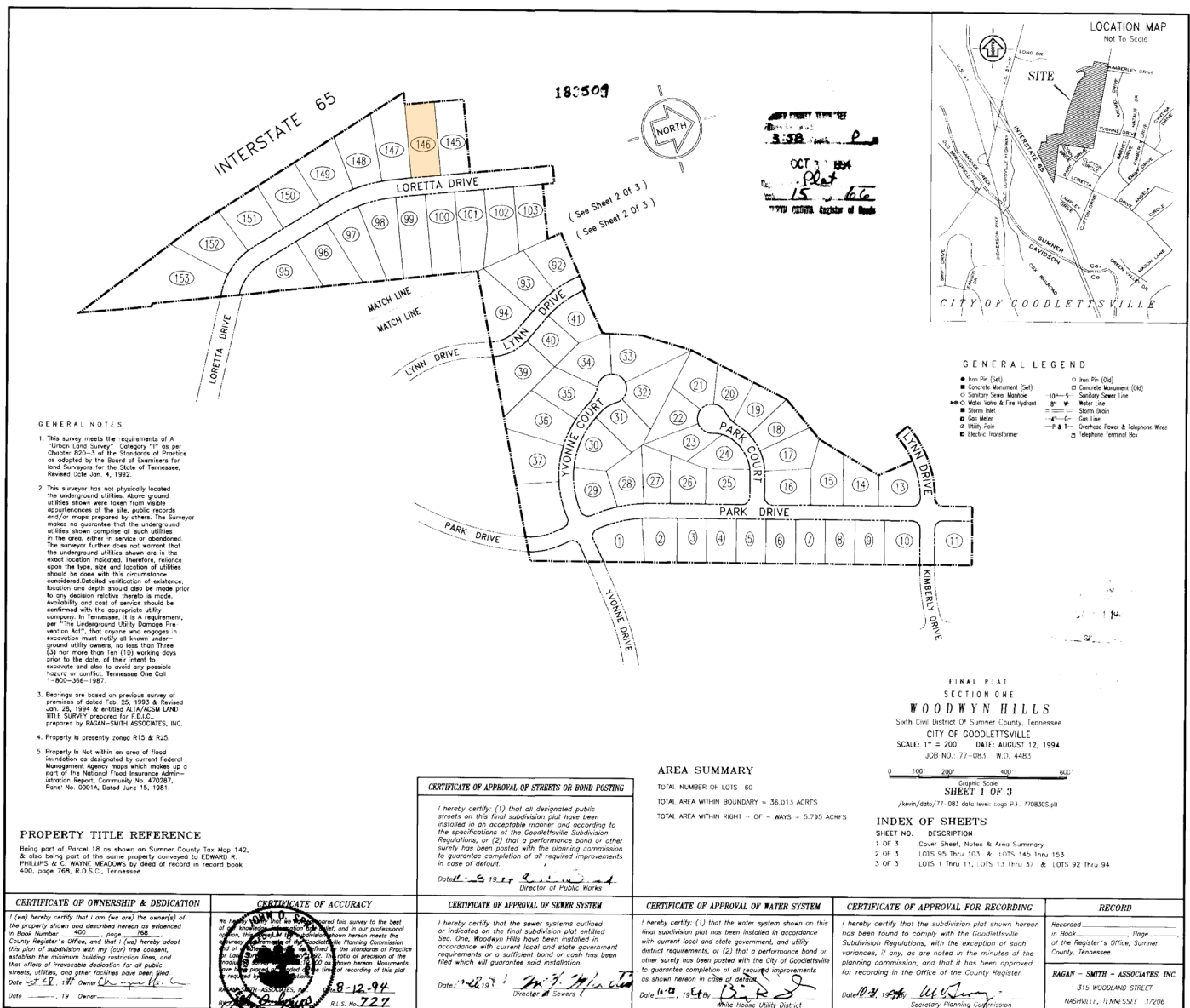
This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Case 3:21-bk-00039 Doc 79 Filed 07/06/21 Entered 07/06/21 12:02:36 Desc Main Document Page 2 of 2

Plat of Woodwyn Hills



MCLEMORE
AUCTION COMPANY



Tax Information



LOCATION

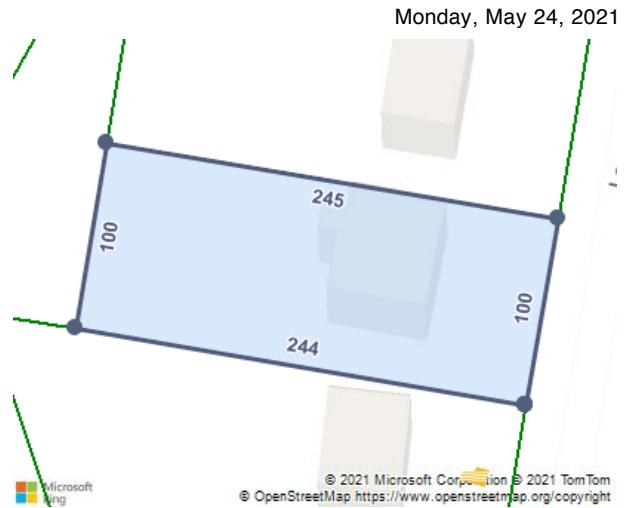
Property Address	820 Loretta Dr Goodlettsville, TN 37072-3558
Subdivision	Woodwyn Hills Sec 1
County	Sumner County, TN

PROPERTY SUMMARY

Property Type	Residential
Land Use	Residential
Improvement Type	Single Family
Square Feet	2774

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	143A E 017.00 000
Special Int	000
Alternate Parcel ID	
Land Map	143A
District/Ward	06
2010 Census Trct/Blk	210.05/3
Assessor Roll Year	2019



CURRENT OWNER

Name	Bigham Alacia
Mailing Address	820 Loretta Dr Goodlettsville, TN 37072-3558

SCHOOL ZONE INFORMATION

Madison Creek Elementary School	1.8 mi
Elementary: Pre K to 5	Distance
Tw. Hunter Middle School	5.7 mi
Middle: 6 to 8	Distance
Beech Senior High School	5.5 mi
High: 9 to 12	Distance

SALES HISTORY THROUGH 05/14/2021

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
2/5/2010	\$270,000	Bigham Alacia				3244/161
7/22/2009		(Scr Aff)				3244/160
5/15/2001	\$250,500	McClure Terry N Etux Gwendolyn A		Accepted Warranty Deed Sale		1321/785
12/18/1997	\$240,000			Accepted Warranty Deed Sale		766/618
12/18/1997		Brown Lawrence G Etux Linda Y				766/418
5/21/1996		Beazer Homes Corp			72	599/74
2/23/1996	\$96,636	Phillips Builders Inc C Wayne Meadows		Multiple Parcels Sold	3	569/132
2/11/1994		Phillips Edward R & C Wayne Meadows			205	400/768
10/28/1988					86	53/620

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
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Information Deemed Reliable But Not Guaranteed.



Tax Information



Property Report for 820 LORETTA DR, cont.

Appraisal Year	2020	Assessment Year	2020	Goodlettsville	0.79
Appraised Land	\$67,500	Assessed Land	\$16,875	Sumner County	2.262
Appraised Improvements	\$288,500	Assessed Improvements	\$72,125		
Total Tax Appraisal	\$356,000	Total Assessment	\$89,000		
		Exempt Amount			
		Exempt Reason			

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2020	\$703.10	\$2,013.18	\$2,716.28
2019	\$703.10	\$2,013.18	\$2,716.28
2018	\$556.92	\$1,705.63	\$2,262.55
2017	\$556.92	\$1,705.63	\$2,262.55
2016	\$615.25	\$1,705.63	\$2,320.88
2014	\$615.25	\$1,705.63	\$2,320.88
2011	\$436.53	\$1,391.83	\$1,828.36

MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
06/10/2020	\$75,000	Bigham Alacia L	Housch Paul T	5250/168 1315899
06/10/2020	\$200,000	Bigham Alacia L	Bigham Reginald Alan I	5250/163 1315898
04/27/2019	\$251,000	Bigham Alacia	Loan Depot Com	4945/354 1268898
08/22/2016	\$230,565	Bigham Alacia	Nation Star Mortgage	4374/805 1166996
02/05/2010	\$265,109	Bigham Alacia	Bank Of America	3244/163 943118
11/06/2002	\$200,000	McClure Gwendolyn A McClure Terry N	Northstar Mortgage	1590/382 626165
05/15/2001	\$200,000	McClure Terry N McClure Gwendolyn A	First Trust Bank	571524
12/18/1997	\$155,000	Brown Lawrence G Brown Linda Y	Pnc Mortgage	766/418

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Single Family	Condition	Good	Units	1
Year Built	1996	Effective Year	1998	Stories	2
BRs		Baths	F H	Rooms	

Total Sq. Ft. 2,774

Building Square Feet (Living Space)	Building Square Feet (Other)
First Story (Base) 2,069	Open Porch (finished) 87
Upper Stories (high) 1,409	Attached Garage 552

- CONSTRUCTION

Quality	Roof Framing	Gable And Hip
Shape	Roof Cover Deck	Composition Shingle
Partitions	Cabinet Millwork	Above Average
Common Wall	Floor Finish	Carpet Combination

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Property Report for 820 LORETTA DR, cont.

Foundation	Continuous Footing	Interior Finish	Drywall
Floor System	Wood W/ Sub Floor	Air Conditioning	Yes/Unknown
Exterior Wall	Brick	Heat Type	Heat & Cooling Pkg.
Structural Framing	None	Bathroom Tile	None
Fireplace	Y	Plumbing Fixtures	10
- OTHER			
Occupancy		Building Data Source	Inspection

PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Frpl		1996	
Drwy		1996	
Wd Deck	12X25	1996	

PROPERTY CHARACTERISTICS: LOT

Land Use	Residential	Lot Dimensions	100 X 250
Block/Lot	/146	Lot Square Feet	
Latitude/Longitude	36.341667°/-86.712447°	Acreage	

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Public	Road Type	Curb/Gut Pav
Electric Source	Public	Topography	Rolling
Water Source	Public	District Trend	
Sewer Source	Public	Special School District 1	
Zoning Code		Special School District 2	
Owner Type			

LEGAL DESCRIPTION

Subdivision	Woodwyn Hills Sec 1	Plat Book/Page	15/66
Block/Lot	/146	District/Ward	06
Description			

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47165C0379H	02/26/2021

