

TRUSTEE'S DEED

This Deed made this the 16th day of 2013, between the bankruptcy Estate of Brendella L. Chandler, by and through her duly appointed Trustee in Bankruptcy, Andre' M. Toffel, in his capacity as Trustee and not individually, in case number 11-00815-BGC7, in the United States Bankruptcy Court, Northern District of Alabama, Southern Division (hereinafter referred to as "Grantor") and Henry Guy and Delois Guy, (hereinafter referred to as "Grantees"), pursuant to and authorized by Order of the said Bankruptcy Court dated May 13, 2013.

WITNESSETH

WHEREAS, on or about February 16, 2011, to wit, a voluntary petition for relief under chapter 7 of the Bankruptcy Code was filed by the Debtor, Brendella Chandler, in the United States Bankruptcy Court for the Northern District of Alabama, Southern Division, case number 11-00815-BGC7

WHEREAS, on or about February 17, 2011, to-wit, Andre' M. Toffel, Grantor was duly appointed as Trustee of the said estate, that he is qualified as such Trustee and entered into proper bond, and that Grantor has continued to act and is now acting and serving as such Trustee, and,

WHEREAS, the Clerk issued notice to all parties in the said bankruptcy case pursuant to the Grantor's Motion to Approve Compromise and for Sale of Trustee's Interest in Property, the said Motion being attached hereto as Exhibit "A", and the Bankruptcy Court having issued its Order approving the said Motion, the said Order being attached hereto as Exhibit "B":

NOW THEREFORE, by virtue of the power and authority granted the Grantor to sell property of the Bankruptcy Estate pursuant to the provisions of 11 U.S.C. § 363, and in consideration of the sum of \$65,000.00 of the lawful money of the United States and other good and valuable consideration, to him in hand paid by the Grantee, receipt of which is hereby acknowledged, the Grantor does hereby remise, release, quitclaim and convey into the said Grantees, Henry Guy and Delois Guy all the right, title, interest, and claim I have as Trustee of the Bankruptcy Estate of Brendella L. Chandler, in and to the following described real estate, to-wit:

NW 1/4 of SW 1/4, except West 397 feet; SW 1/4 of SW 1/4, except tract sold to Church, more particularly described as follows: about 1 2/13 acres of land, lying in the SW corner of the SW 1/4 of SW 1/4 of Section 4, Township 24, Range 15 East and more particularly described as follows: Beginning at the SW Corner of said Section run East 387 1/2 feet to West edge of Montgomery Road, so called; thence North 12 deg. West 141 feet along the West side of Said Montgomery Road; thence West 345 1/2 feet to the West boundary line of said Section; thence

South along said boundary line 137 feet to point of beginning, all in Section 4, Township 24 North, Range 15 East, except highway right of way.

Mineral and Mining Rights Excepted.

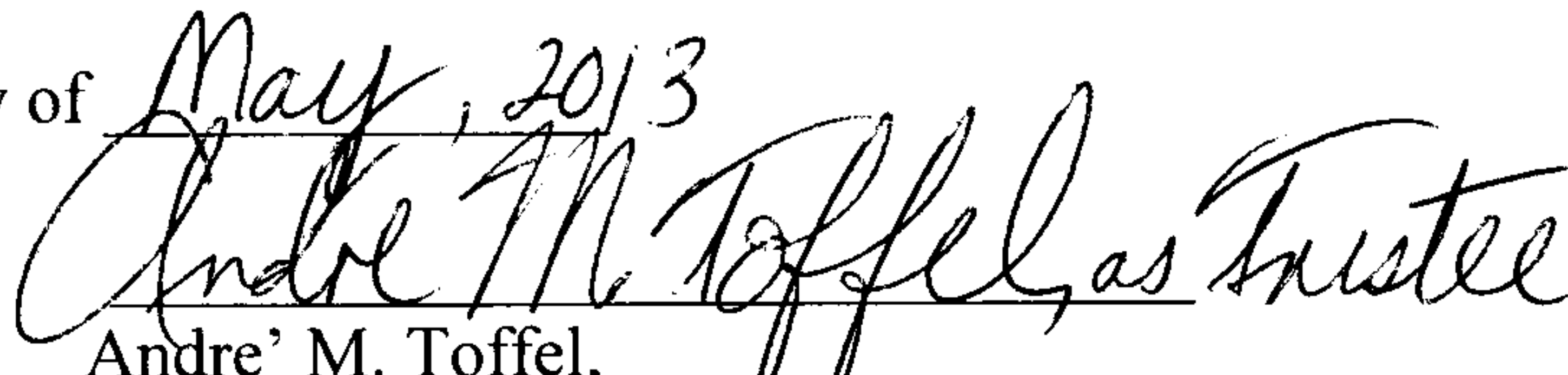
Also SE 1/4 of SW 1/4, Section 8, Township 24 North, Range 15 East.

Also East Half of NE 1/4 of NW 1/4, Section 17, Township 24 North, Range 15 East.

Also NE 1/4 of NE 1/4, Section 18, Township 24 North, Range 15 East.

TO HAVE AND TO HOLD unto the said GRANTEES, for and during their joint lives and upon the death of either of them, then to the survivor of them. The property herein conveyed is conveyed as is and Grantor gives no guarantee or warranty regarding the condition, fitness, or environmental status of the real property conveyed herein.

WITNESS my hand and seal this the 16th day of May, 2013


Andre' M. Toffel,
Trustee for the Bankruptcy Estate of Brendella
L. Chandler, and not in my individual capacity

STATE OF ALABAMA]
JEFFERSON COUNTY]

I, the undersigned authority, a Notary Public in and for said State, hereby certify that Andre' M. Toffel, whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that, being informed of the contents of this conveyance, he in his capacity as trustee in Bankruptcy aforesaid, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of May, 2013


Notary Public
My commission expires: 2/27/16

This instrument is prepared by:
Marvin E. Franklin
Najjar Denaburg, P.C.
2125 Morris Avenue
Birmingham, AL 35203


20130603000224600 2/8 \$98.00
Shelby Cnty Judge of Probate, AL
06/03/2013 09:10:27 AM FILED/CERT

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

IN RE:

BRENDELLA L. CHANDLER,
DEBTOR (S).

BK: 11-00815-BGC-7

ANDRE' M. TOFFEL, TRUSTEE
PLAINTIFF.

V.

AP: 12-00097-BGC-7

MAYNA C. KNIGHT,
DEFENDANT (S).

**MOTION TO APPROVE COMPROMISE
AND FOR SALE OF TRUSTEE'S INTEREST IN PROPERTY**

COMES NOW Andre' M. Toffel, Trustee ("Trustee"), by and through its counsel, and requests that the Court approve a compromise between the Trustee, Andre M. Toffel, and Mayna C. Knight, ("Ms. Knight" or "Defendant") on the Trustee's Complaint to Sell Property of the Estate Free and Clear of Co-Owners Interests Pursuant to 11U.S.C. §363 ("Complaint"), and approve the Trustee's sale of property as set out herein. As grounds for the compromise, the Trustee submits the following:

JURISDICTION

1. The Court has jurisdiction over this motion pursuant to 28 U.S.C. § §1334, 157 and 11 U.S.C. § 363.

PROPOSED NOTICE

2. Pursuant to Bankruptcy Rules 2002(a)(3), 2002(I) and 9019(a), the Trustee proposes to serve this motion on the Bankruptcy Administrator and Parties in Interest.

FACTUAL BACKGROUND

3. On February 16, 2011, (the "Petition Date"), a voluntary Chapter 7 bankruptcy

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Shelby Cnty Judge of Probate, AL
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EXHIBIT

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case was filed by Brendella L. Chandler.

4. Andre' M. Toffel was appointed Trustee and continues to serve in that capacity.

NATURE OF THE DISPUTE

5. At the time of the filing of the bankruptcy petition, the Debtor, Brendella Chandler, was the owner of an interest in real estate located in Jefferson County, Alabama and undeveloped real estate located in Shelby County, Alabama, more particularly described in the Complaint.

6. The Defendant is the sister of the Debtor. The Debtor and Ms. Knight inherited this real estate from their father, Weldon Bass, Jr. The Trustee and Mayna Knight were co-owners of the real estate at the petition date.

7. The Trustee filed this Complaint, pursuant to 11 U.S.C. §363(h) to sell the estate's interest, and the Defendant's interest, in the property described above.

AGREEMENT FOR COMPROMISE AND SETTLEMENT

8. The Trustee, Andre' M. Toffel, and Ms. Knight, subject to an order approving this compromise and settlement and such order being final and not subject to appeal, agree as follows:

A. The Trustee will sell his right, title and interest in the real property described herein for \$65,000.00.

B. The Trustee will execute a Trustee's Deed to Henry Guy and Delois Guy for the Shelby County Property described in attached Exhibit A. Additionally, the Trustee will execute a Trustee's Deed to Mayna Knight for the Shelby County and Jefferson County Property described in attached Exhibit B. These sales are "as is" and without warranty. The sales are subject to liens or encumbrances, if any. There are no real estate commissions or fees.

C. On closing of the sale and payment of the sales price the Trustee will dismiss this adversary proceeding.

JUSTIFICATION FOR COMPROMISE AND SETTLEMENT

9. Bankruptcy Rule 9019(a) authorizes a Bankruptcy Court to approve compromises and settlements. The approval or rejection of a compromise is left to the sound discretion of the Bankruptcy Court, and is to be determined by the particular circumstances of each proposed compromise. The term "sound discretion" denotes the absence of a hard-and-fast rule. When invoked as a guide to judicial action, it means a decision giving due regard to what is right and equitable under the particular circumstances of the case and applicable law. Langes v. Green, 282 U.S. 531,541 (1931).

10. The courts have supplied the following criteria when determining the acceptability of a proposed compromise:

- A. The probability of success in the litigation;
- B. The complexity of the litigation involved;
- C. The expense, inconvenience, and delay necessarily attending the litigation (including the possibility that denial of the settlement will cause the depletion of assets); and
- D. The paramount interest of the creditors and a proper deference to their reasonable views in the premise. Wallis v. Justice Oaks II, Ltd. (In Re: Justice Oaks II, Ltd.) 898 Fed. 2d 1544 (11th Cir. 1990). See also Protective Comm't. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414 (1968). The Court is required to decide whether the settlement falls below the lowest point in a range of reasonableness. Anaconda-Ericsson v. Hessen (In Re: Teltronics Services, Inc., 762 F. 2d 185, 187-189) (2nd Cir. 1985) (Quoting Cosoff v. Rodman (In Re: W. T. Grant Co.) 699 Fed. 2d 599, 608) (2nd Cir. 1983) cert. denied 464 U.S. 822 (1984).

11. In view of the factors cited above, the Trustee believes that the proposed compromise and settlement comports with sound business judgment. The settlement provides for a recovery of \$65,000.00 for the bankruptcy estate. The Trustee and its counsel have reviewed and evaluated the merits of this litigation and feel that the settlement is reasonable. The settlement produces these funds

for the estate without substantial litigation expenses.

WHEREFORE, ABOVE PREMISES CONSIDERED, the Trustee requests that the Court enter an Order:

- A. Approving the compromise and settlement described herein between the parties;
- B. Authorizing the sale of the real estate described in this motion;
- C. Authorizing the parties to execute any and all documents and to perform any and all acts that may be necessary or appropriate to effectuate the compromise and settlement described herein; and
- D. Granting the Trustee and the parties such other, further and different relief as the Court may deem just and proper.

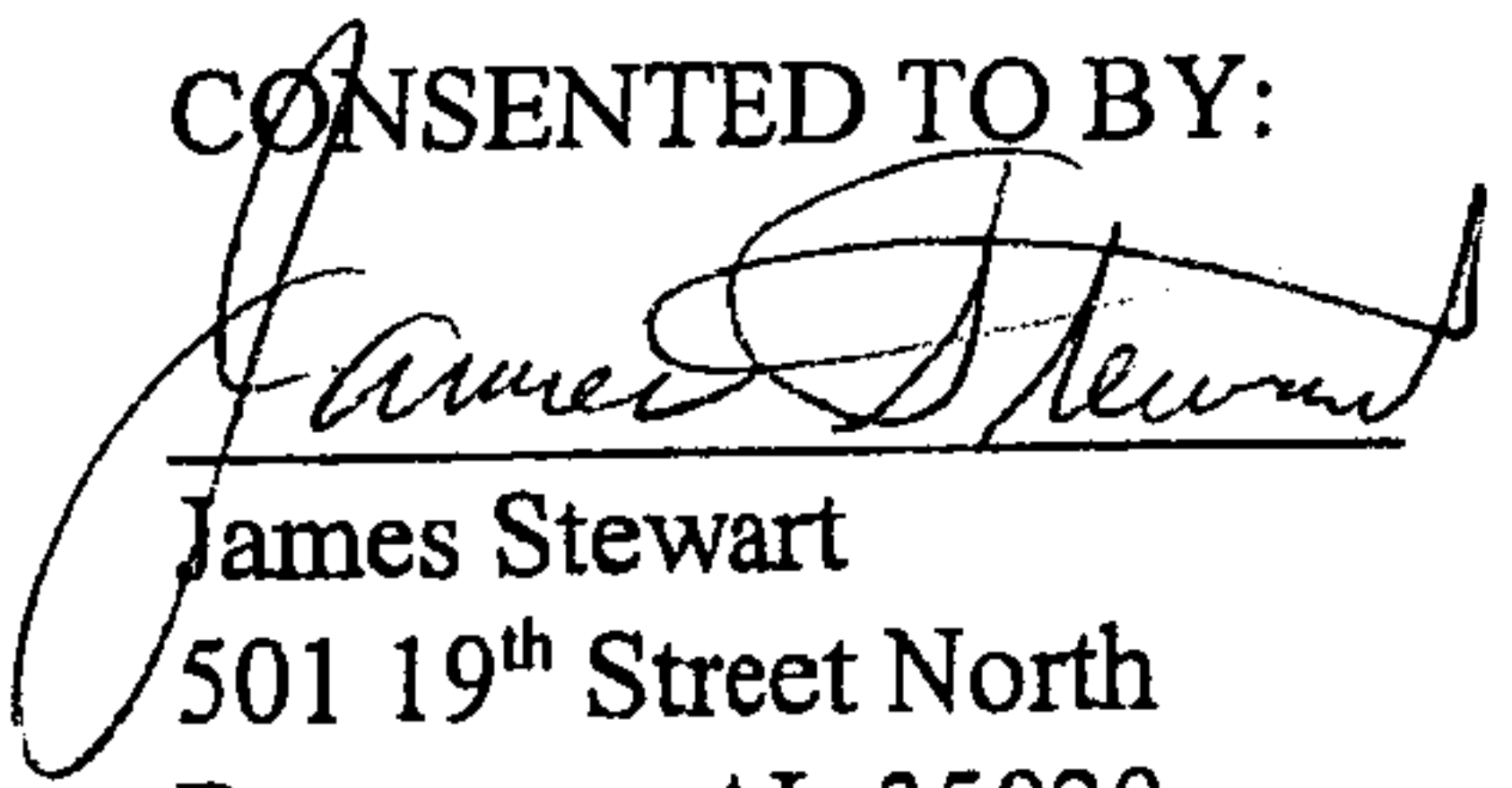
Respectfully submitted this the __ day of March, 2013.

/s/ Marvin E. Franklin
Marvin E. Franklin,
Attorney for the Trustee

OF COUNSEL:
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203
Telephone: 205/250-8400


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Shelby Cnty Judge of Probate, AL
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CONSENTED TO BY:


James Stewart
501 19th Street North
Bessemer, AL 35020

Shelby County, AL 06/03/2013
State of Alabama
Deed Tax: \$65.00

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

IN RE:

BRENDELLA L. CHANDLER,
DEBTOR (S).

BK:11-00815-BGC7

ANDRE' M. TOFFEL, TRUSTEE
PLAINTIFF.

V.

MAYNA C. KNIGHT,
DEFENDANT(S).

AP: 12-00097-BGC7

ORDER ON MOTION TO APPROVE COMPROMISE

This matter having come before the Court on the Motion to Approve Compromise and for Sale of Trustee's Interest in Property, (Docket No.: 20), ("Motion") and there being no objections to the Motion and the Court having considered the Motion and applicable law, it is,

ORDERED, ADJUDGED AND DECREED:

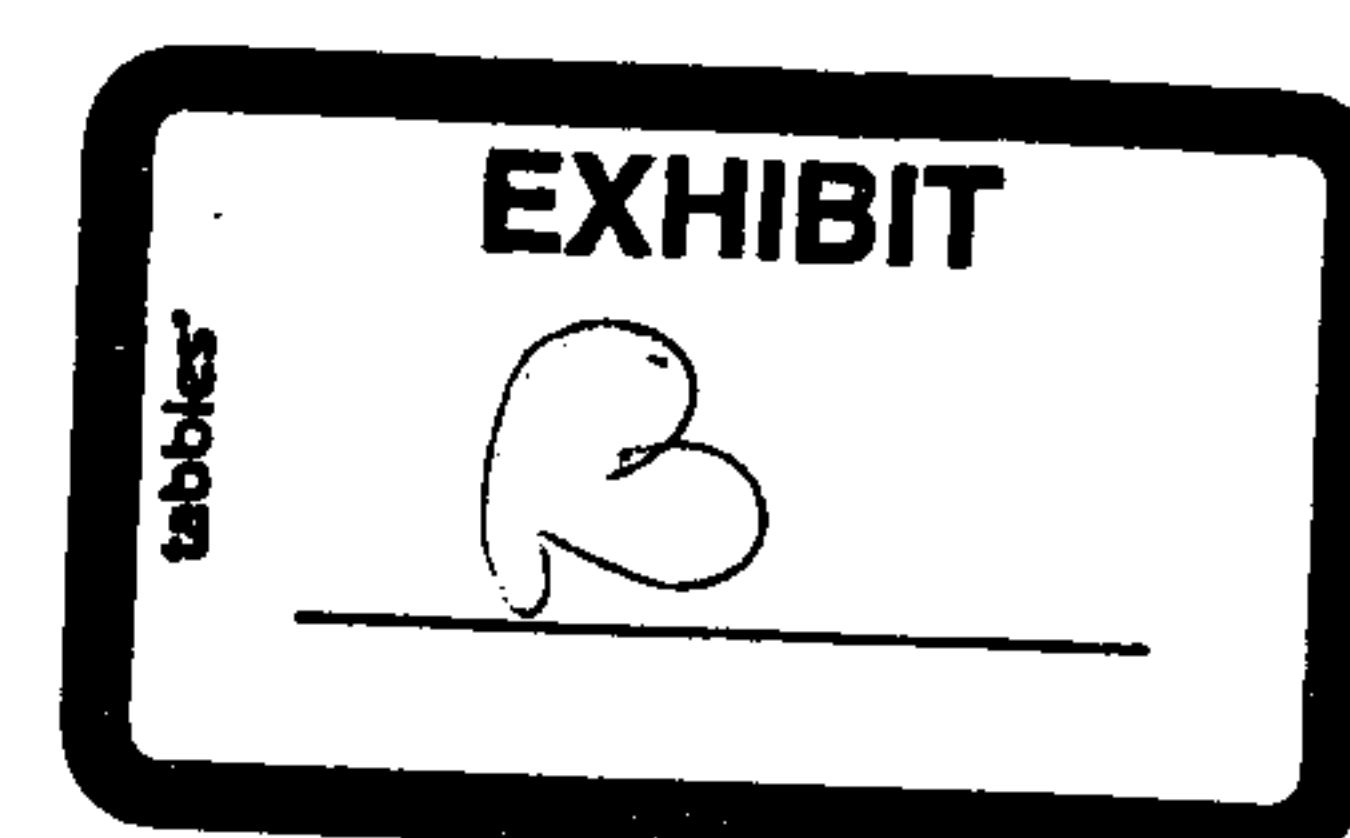
1. The Motion is hereby APPROVED. The Trustee is authorized to execute the deeds, and any other documents, referenced in the Motion.

Dated: May 13, 2013

/s/Benjamin Cohen
BENJAMIN COHEN
United States Bankruptcy Judge

This order prepared by:
Marvin E. Franklin
205-250-8400

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Shelby Cnty Judge of Probate, AL
06/03/2013 09:10:27 AM FILED/CERT



Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Weldon A. Bass, Jr. Estate
Mailing Address _____

Grantee's Name Henry Guy & Delois Guy
Mailing Address 2210 Regency Drive
Bessemer AL 35022

Property Address Raw land

Date of Sale 5-13-2013
Total Purchase Price \$ 65,000.00



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Shelby Cnty Judge of Probate, AL
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or
Actual Value \$ _____

or
Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☒ Bill of Sale
☐ Sales Contract
☐ Closing Statement

☐ Appraisal
☐ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 6-3-2013

Print Henry Guy & Delois Guy

Unattested

(verified by)

Sign

Henry Guy & Delois Guy
(Grantor/Grantee/Owner/Agent) circle one

Form RT-1