

ENTERED

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Charlottesville Division

CLERK'S OFFICE U.S. DIST. COURT
AT CHARLOTTESVILLE, VA
FILED

DEC 15 2003

BY: *[Signature]*
DEPUTY CLERK

SECURITIES AND EXCHANGE)
COMMISSION,)

Plaintiff,)

v.)

TERRY L. DOWDELL, *et al.*)

Defendants.)

CIVIL ACTION NO.: 3:01CV00116

JUDGE JAMES H. MICHAEL, JR.

ORDER

THIS MATTER coming before the Court upon the Motion of Roy M. Terry, Jr. and the law firm of DuretteBradshaw, PLC ("Receiver"), for confirmation of the sale of real property pursuant to an Order entered September 4, 2003 authorizing the Receiver to sell certain real property commonly known as 5153 57th Street North, Kenneth City, Florida (the "Property") at public auction, for cash, to the highest bidder at the sale: and

IT APPEARING that such sale and all proceedings connected therewith were in all respects in due form; and

IT APPEARING that all right title and interest of ROY M. TERRY, JR. and the law firm of DuretteBradshaw PLC as Receiver (pursuant to appointment order entered July 12, 2002, deed dated May 27, 2003 conveying Property from Wanda Tracy and Mary Dowdell to the Receiver, final judgment against Mary Dowdell entered June 4, 2003 ordering disgorgement, and sale authorization order entered November 10, 2003) were

sold by the Receiver to Pick Up Properties, Inc. ("Purchaser") for the sum of One Hundred Twenty-Seven Thousand Fifty Dollars (\$127,050.00 USD), such sum being just and reasonable and the highest bid offered for the Property at such sale; and

IT FURTHER APPEARING that no objections or exceptions have been made or filed to such sale. Accordingly, it is this day

ORDERED, ADJUDGED AND DECREED:

1. That the sale be, and the same hereby is, in all respects, confirmed;
2. That such sale such sale be free and clear of all liens, claims and encumbrances, with all such liens, claims and encumbrances being transferred to the sale proceeds, subject to further order of this Court regarding disbursement;
3. That the Receiver shall execute and deliver to the Purchaser a special warranty deed for the Real Property; and
4. That the Receiver, upon delivery of the deed to the Property to the Purchaser, as herein provided, shall be discharged from further liability.

ENTERED:

John N. Richardson, Jr.
Senior United States District Judge

12 Dec 2005
Date

A TRUE COPY, TESTE:
JOHN F. CORCORAN, CLERK
BY *W. Massema*
DEPUTY CLERK

WE ASK FOR THIS:

Douglas Scott, VSB No. 28211
John C. Smith, VSB No. 44556
DuretteBradshaw P.C.
600 E. Main St., 20th Floor
Richmond, Virginia 23219
☎ 804.775.6900
For the Receiver

COPY TO:

Steven J. Levine, Esquire
Securities and Exchange Commission
Midwest Regional Office
Suite 900
175 West Jackson Boulevard
Chicago, Illinois 60604
Plaintiff

Jack Arrington, President
Pick Up Properties, Inc.
4750 37th Street North
St. Petersburg, Florida 33714
Purchaser

Walter J. Driggers, III
Tranzon Driggers
AB #1237
2780 N. Florida Ave., Suite 7
Hernando, Florida 34442

William Londrey
Tranzon Fox
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