Davidson County ORDER
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IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE

ENTERED
AT 3:00 P M
JAN 05 2009

JENEVIEVE CORDONA	)	
	)	
v.	)	Case No: 07017
	)	
GEORGE A. TARVER	)	**NOTICE OF ENTRY REQUESTED**

ORDER

This cause came to be heard on the 26th day of November, 2008, before the Honorable C. K. Smith, Chancellor of the Chancery Court for Wilson County, Tennessee, pursuant to the Court's Order entered October 6, 2008, as pronounced on September 3, 2008. Mr. Tarver was ordered to appear on this date and show cause why his pleadings should not be stricken and a default entered on the remaining issues as stated in the Order of October 6, 2008. The Court finds that Mr. Tarver has once again failed to appear, after being duly noticed, and further after testimony of Ms. Cordona that she further notified Husband verbally on the evening of November 25th about the hearing set this date, wherein Mr. Tarver's response to Ms. Cordona was "you need to drop it". The Court, therefore, finds that default is granted against the Defendant, George A. Tarver, and his pleadings are stricken as a sanction. The Court will enter judgment as follows pursuant to its Order of October 6, 2008, which Order put Mr. Tarver on notice as to the relief requested by Ms. Cordona.

1. It is, therefore, **ORDERED, ADJUDGED AND DECREED** that Defendant, George A. Tarver, shall pay alimony *in futuro* to Jenevieve Cordona in the amount of $1,800.00 per month with the first payment being due January 1, 2009, and the 1st of each and every month thereafter until Ms. Cordona's death or remarriage.

2. It is further **ORDERED, ADJUDGED AND DECREED** that Ms. Cordona is awarded all personal property in her possession.

3. The Court further finds that the only piece of real property remaining that has not been disposed of by Mr. Tarver or "short sold" by him is the marital residence located at 1416 Aaronwood Drive, Old Hickory, Tennessee 37138. It is, therefore, **ORDERED, ADJUDGED AND DECREED** that all right, title and interest of Mr. Tarver in the real property located at 1416 Aaronwood Drive, Old Hickory, Davidson County, Tennessee 37138, is divested out of Mr. Tarver completely and reinvested solely in Jenevieve Cordona. This property is more particularly described as follows:

> Being Lot No. 291 on the Plan of Hampton Park (formerly Chitwood Downs, a Planned Unit Development) of record in Plat Book 6900, Page 550, 551 and 552, and Certificate of Correction of record in Book 7462, Page 445, and by an amendment to Change Name of record in Book 8181, Page 112, all of record in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.
>
> Being the same property conveyed to George Anthony Tarver by deed from Andrew M. Cuomo, Secretary of Housing and Urban Development of Washington, D.C. dated June 28, 2000, of record in Instrument No: 200007130069587, Register's Office of Davidson County, Tennessee.

Ms. Cordona is **ORDERED** to pay the mortgage indebtedness owing thereon to Chase Manhattan Mortgage Corp., 343 Thornall Street, Edison, New Jersey 08837, or any successor holder of the mortgage, and/or indebtedness, beginning with the January 1, 2009 payment. She shall pay the monthly mortgage payment owing thereon in a timely manner and shall hold Mr. Tarver harmless thereon. Mr. Tarver is **ORDERED** to turn the real property over to Ms. Cordona by 4:00 p.m. on December 31, 21008 in a neat and orderly condition and with the mortgage thereon being paid by him current up to and including through December 31, 2008.

4. The Court finds that Mr. Tarver had previously threatened Ms. Tarver that he would dispose of all of the real properties of the parties, which properties are designated in this Court's Order of October 6, 2008, from numbers 1 through 27. The Court finds that the parties

previously owned 27 separate pieces of real property. The Court finds that it will award a judgment to Ms. Cordona in the amount of five percent (5%) of the down payments, excluding the down payment on the Aaronwood property, which the Court has awarded this date to Ms. Cordona to the exclusion of Mr. Tarver. Therefore, subtracting the five percent (5%) of that price, it is **ORDERED** that a judgment is awarded to Ms. Cordona against Mr. Tarver is the amount of $66,471.00, which amount is reduced to judgment for which let execution issue if necessary. The Court finds that Mr. Tarver intentionally mismanaged the real properties in furtherance of his threat to lesser or diminish the values of the properties. However, this Court will not leave Ms. Cordona in a worse financial position because of Mr. Tarver's acts in intentionally wasting and diminishing marital assets. It is, therefore, **ORDERED, ADJUDGED AND DECREED** that this amount is awarded as a judgment to Ms. Cordona since Mr. Tarver has disposed of these real properties. It is **ORDERED, ADJUDGED AND DECREED** that this amount is reduced to judgment for which let execution issue, if necessary.

5. It is further **ORDERED, ADJUDGED AND DECREED** that Ms. Cordona shall be responsible for payment of the mortgage indebtedness owing on the 1416 Aaronwood property owing to Chase Manhattan Mortgage Corp., or any successor assignee of the mortgage indebtedness, which amount she shall pay in a timely manner or if she so desires, she may sell the real property, that being her choice in support of totally vested title in her.

6. The Court finds that it entered an Order on the 11th day of January, 2008, wherein the real properties of the parties were ordered to be listed for sale. The Court finds that Mr. Tarver did not do such, that he allowed numerous of the properties to go into foreclosure and/or be "short sold", thereby attempting to defeat Wife's marital interest therein. The Court further finds that in its Order of January 11, 2008, it ordered that Mr. Tarver establish a separate rental

checking account and deposit all rental payments into the account specifically noted for the properties. Further, the Court ordered him to make all mortgage payments on the real properties in a timely manner with no late payments and that all payments of mortgages, repairs, utilities, etc. related to the real properties should be deposited and/or paid for from the account and shall be verified by appropriate receipt for such repairs, mortgage payments, utility payments, etc. and that said payments shall be made from the real property checking account only. Further, that all rent be deposited therein. The Court further ordered Mr. Tarver to maintain an actual accounting of all income and expenses related to each individual piece of property and upon request was ordered to furnish the same to counsel for wife. The Court further required Mr. Tarver to designate Ms. Cordona as a signatory on the real property checking account for purposes of verifying the transactions and monitoring the cash flow. The Court finds that Mr. Tarver failed and refused to do any of the above as ordered by this Court.

7. The Court finds that the Final Decree of Divorce entered June 5, 2008, which the Court incorporates herein by reference. Further, the Parenting Plan as ordered by the Court was approved and entered by this Court on June 5, 2008, to which reference is made.

8. Further, the Order of October 6, 2008, placed Mr. Tarver on notice that counsel for Ms. Cordona would be requesting an attorney's fee in this matter. The Court, after reviewing the request for attorney's fees filed, awards to D. Scott Parsley an attorney's fee in the amount of $\$ 19\ 523\ ^{52}/_{100}$, which amount is reduced to judgment for which let execution issue, if necessary. It is further **ORDERED, ADJUDGED AND DECREED** that this attorney fee judgment is granted as additional child support and/or alimony and it is the intention of the Court that the same is a non-dischargeable support obligation in the event of Mr. Tarver's subsequent bankruptcy.

9. It is finally **ORDERED, ADJUDGED AND DECREED** that the cost of this cause are assessed against George A. Tarver, 1416 Aaronwood Drive, Old Hickory, Tennessee 37138, which amount is reduced to judgment for which let execution issue, if necessary.

Enter this 23 day of December, 2008.

C K Smith

C. K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:

D. SCOTT PARSLEY, #13606
BARRETT, JOHNSTON & PARSLEY
217 Second Avenue, North
Nashville, Tennessee 37201
(615) 244-2202
(615) 244-4345 (fax)

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on George A. Tarver, *pro se*, 1416 Aaronwood, Old Hickory, TN 37138, by placing same in the U. S. Mail, postage prepaid, on this 19 day of December, 2008.

D. SCOTT PARSLEY

CHANCERY COURT OF WILSON COUNTY, TENN. LEBANON

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.
6th day of January, 2009
BARBARA WEBB, CLERK & MASTER
Susan K. Haney, D. C&M