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IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE,
AT NASHVILLE

2010 MAY 24 PM 4:02

IN THE MATTER OF: WILLIAM C. BLACK,	)	
Plaintiff,	)	**04P-1559**
v.	)	**(06-2312-IV)**
WILLIAM L. BLACK and wife, DERHONDA C. BLACK,	)	
Defendants.	)	

BILL GARRETT, Davidson County
Trans:T20100034844 ORDER
Recvd: 06/08/10 13:18 7 pgs
Fees:37.00 Taxes:0.00
20100608-0044471

FINAL JUDGMENT ORDER

Based upon the Agreement of Plaintiff William C. Black ("Plaintiff") and Defendant William L. Black ("William Black"), as indicated by the signatures of their counsel below; upon Defendant Derhonda C. Black's failure to respond to Plaintiff's Motion for Summary Judgment; upon oral argument; and upon the record as a whole, it appears that for the reasons set forth herein, judgment shall be awarded to Plaintiff.

On September 11, 1998, Defendant William Black registered a quitclaim deed (the "Quitclaim Deed") in the Davidson County Register of Deeds at Book 1109, Page 422. That Quitclaim Deed purports to transfer property commonly known as 3200 Bray Drive, a/k/a 4025 Boyd Drive, as fully described below (the "Property"). Upon discovering the Quitclaim Deed, Plaintiff filed this lawsuit against Defendants William Black and Derhonda Black in order to remove the cloud on Plaintiff's title to the Property. On December 23, 2009, Plaintiff filed a Motion for Summary Judgment in this action, requesting that the Court award judgment in his favor and declare that the Quitclaim Deed is void and a cloud on Plaintiff's title to the Property. That Motion for Summary Judgment was set for hearing on January 29, 2010.

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Defendant Dehronda Black did not respond to Plaintiff's Motion for Summary Judgment. Accordingly, summary judgment against Dehronda Black is appropriate pursuant to Rule 56.06 of the Tennessee Rules of Civil Procedure.

On January 18, 2010, Defendant William Black requested that the Court grant additional time for response to Plaintiff's Motion for Summary Judgment and the day before the hearing on the Motion for Summary Judgment, Plaintiff and William Black agreed to continue the hearing. In connection with that agreement, the Plaintiff and William Black, by and through counsel, reached an agreement resolving Plaintiff's Motion for Summary Judgment. The parties' agreement to resolve this matter is rooted in the documents submitted in support of Plaintiff's Motion for Summary Judgment, as summarized below.

As evidenced by the registered documents in the record: Chase Home Finance ("Chase") has owned the right to payment of Plaintiff's mortgage debt on the Property since 1996 (two years before the registration of the Quitclaim Deed); and further, Chase secured Plaintiff's mortgage debt by taking a first priority security interest in the Property. As evidenced by the contract, also in the record, Plaintiff and William Black entered into a contract for the sale of the Property in 1998. Among other things, that contract required William Black to obtain financing to purchase the Property for $80,000. Because William L. Black could not obtain financing, however, that sale did not close. Accordingly, Plaintiff retained ownership of the Property and, moreover, never stopped paying property taxes, hazard insurance or, most significant, making payments to Chase for the outstanding mortgage debt on the Property.

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As shown by the Chase documents in the record, Plaintiff still owes approximately $60,000 on the mortgage debt, and Chase still maintains a priority lien on the Property. Accordingly, if the Court finds that Plaintiff transferred his interest in the Property to the Defendants, it will make no sense for him to continue paying the mortgage debt, and Chase will more likely than not foreclose upon the Property.

The potential of foreclosure is not, however, the determinative factor. Instead, it emphasizes the implausibility of a transaction in which Plaintiff, a man of extremely modest means, transferred his interest in the Property to Defendants and, yet, still continues to pay the mortgage debt on the Property to gain equity that would not belong to him upon final payment. The facts and documents in the record simply do not support a finding that Plaintiff intended to transfer the Property to Defendants. Instead, the facts show that a potential sale of the Property did not occur; that Plaintiff did not intend to transfer the Property for zero dollars in consideration; and that, without the intent to transfer required by law, the Quitclaim Deed did not transfer the Plaintiff's interest in the Property to Defendants.

It is, therefore, ORDERED that:

(1) The Quitclaim Deed, registered with the Davidson County Register of Deeds at Book 1109, Page 422, purporting to convey property commonly known as 3200 Bray Drive, a/k/a 4025 Boyd Drive, and as fully described below,[1] is a cloud on the title of

[1] Legal Description of Property:

Land in Davidson County, Tennessee, being Lot No. 179 on the map of Haynes Estates, Section III, as of record in book 4175, Page 80, Register's Office for said County.

Beginning at a point in the northeasterly margin of Bray Drive, said point being the common corner of Lots Nos. 178 & 179; thence a southeasterly direction along the said margin of said Drive, 77.59 feet to a point, the beginning of a curve to the left, thence around said curve 38.01 feet to a point in the northwesterly margin of Boyd Drive, thence along the said margin of said Drive and with a

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Plaintiff William C. Black and is hereby deemed void and of no effect so far as it purports to convey any title, claim or interest to the Property;

(2) Defendants William L. Black and Derhonda C. Black are hereby divested of any title, claims or rights in the Property, to the extent existing, which were granted and/or conveyed to them in the Quitclaim Deed. Such title, claims and/or rights in the Property, to the extent actually owned by Defendants, shall hereby be vested in Plaintiff William C. Black;

(3) This case is dismissed with prejudice;

(4) The Plaintiff shall pay costs;

(5) Except as expressly stated herein, this Order shall not affect the title of the Property with respect to the Chase lien or any other properly filed lien on the Property;

Entered this 27 day of May 2010.

Randy Kennedy, Judge

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slight curve and in a northeasterly direction 89.95 feet to a point at the common corner of lots 179 & 180, thence in a northwesterly direction along the dividing line between said Lots, 96.23 feet to a concrete monument; thence along the dividing line between Lots 178 & 179 and in a southwesterly direction 122.99 feet to a point in the northeasterly margin of Bray Drive, the point of beginning.

Being part of the same property conveyed to William C. Black by divorce decree from William C. Black and wife, Marlene B. Black of record in Deed Book 4699, Page 515, Register's Office for said County.

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A copy of this Order was previously submitted to the Court by:

Jonathan E. Richardson, Attorney
Ad Litem for William L. Black

-and-

Seth M. McInteer, Attorney for
William C. Black

CERTIFICATE OF SERVICE

A correct and true copy of the above has been served on the following via U.S. Mail to the following:

Attorney Ad Litem for William L. Black
Jonathan E. Richardson
Smith & Hirsch, PLC
3250 Dickerson Pike Suite 121
Nashville, Tennessee 37207
Fax: (615)244-5031

Derhonda C. Smith
707 Ringgold Drive
Nashville, Tennessee 37207

on this 18th day of May 2010.



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FILED
2010 MAY 18 PM 1:43
RICHARD R. ROOKER, CLERK
D.C.

STATE OF TENNESSEE

I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the ORDER heretofore entered in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 24 day of MAY , 2010 , in Case Number 04P1559 between BLACK, WILLIAM C Petitioner, and BLACK, WILLIAM L ET.AL Respondent, as same remains in the records of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 26 day of MAY 2010

RICHARD R. ROOKER, Clerk,

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By _____
Deputy Clerk