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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
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RICHARD R. ROOKER, CLERK
B Murray D.C.

STEPHEN LYLE TAYLOR
Plaintiff/Petitioner,

vs.

LINDA TAYLOR,
Defendant/Respondent.

DOCKET NO. 95031

BILL GARRETT, Davidson County
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ORDER

This matter is before the Court on the Petition of Stephen Lyle Taylor, Petitioner, against Linda Taylor, Respondent, to enforce the previous Orders and Decrees of the Third Circuit Court for Davidson County, Tennessee, as they relate to the real property of the parties and the awarding of child support to be paid by Respondent to Petitioner, and came on to be heard in open Court on September 7, 1999, upon service by publication upon the Respondent according to law, and for Respondent's failure to appear, or otherwise defend, a Judgment by Default was entered against said Respondent; the sworn Petition and testimony of Stephen Lyle Taylor; statements of counsel; and, upon the entire record herein. Whereupon the Court took the matter under advisement, and has conducted an office conference with Phillip Robinson, the Special Master previously appointed herein, and Petitioner's counsel, Thomas I. Bottorff, on December 15, 1999, and now renders its judgment as set forth herein.

It appears to the Court and the Court finds that this Court has jurisdiction over this matter by local standing order and assignment of matters of this type among the Circuit Courts for Davidson County, Tennessee.

It appears to the Court and the Court finds that the parties were divorced by a Final Decree of Divorce of the Third Circuit Court for Davidson County, Tennessee, on July 10, 1979, wherein Petitioner was awarded temporary custody of the four (4) minor children of the parties, and that by subsequent Final Disposition Order entered on July 16, 1981, the Petitioner was awarded permanent sole custody of the parties minor children and the Respondent was ordered to pay child support to Petitioner in the amount of Twenty-Five Dollars ($25.00) per week.

It further appears to the Court and the Court finds that by the said July 16, 1981-Order the parties were ordered to sell their real property known as 1203 Sunnymeade Drive, Nashville, Davidson, Tennessee, and that after payment of the mortgage, real estate sales commissions, and

customary costs and expenses of the sale, the proceeds were to be divided sixty percent (60%) to Petitioner and forty percent (40%) to Respondent.

It further appears to the Court and the Court finds that the parties did, in fact, attempt to comply with the said Court's previous Order to sell the said real property by listing the property with a real estate sales agent and agency licensed to do business in Tennessee, and otherwise, advertising and marketing the property as being "For Sale", but that no offers for the property were received within the listing period.

It further appears to the Court and the Court finds that at or about the time the listing agreement was to expire the Respondent disappeared and has not been heard from since and that neither Petitioner nor the parties children have had any contact or communication from or with the Respondent for over seventeen (17) years even though her disappearance and absence was timely reported to the Metropolitan Nashville-Davidson County Police Department, which continues to maintain an active Missing Persons report and investigation on said Respondent, and other family members have also actively tried to locate her, all to no avail.

It further appears to the Court and the Court finds that Petitioner has continued to reside in the said real property, has made all of the mortgage payments thereon, and paid for all improvements, maintenance and repairs to the property in order to make a home for himself and the parties minor children, all of whom are now adults and living on their own, without the help or assistance of the Respondent; and, except for six (6) child support payments in the amount of Twenty-Five Dollars ($25.00) each, paid by Respondent before her disappearance, Petitioner has not received child support from Respondent.

It further appears to this Court and the Court finds that it does not have the jurisdiction and authority to modify or amend the Divorce Decree and previous Order of the Court to award the entire interest in the said real property to Petitioner as his sole and separate property, but this Court does have the jurisdiction and authority to enforce the said previous Orders of the Court and to fashion a remedy to carry out the dictates of said Orders by vesting the full fee simple title in and to said real property in Petitioner so that the said property can be sold free and clear of all right, title and interest of the said Respondent.

It is, therefore, ORDERED, ADJUDGED and DECREED that all right, title and interest of the Respondent, Linda Taylor, in and to that certain tract or parcel of real property known as 1203 Sunnymeade Drive, and more fully described as Lot No. 84 of Block "D", on the Plan of Sunnymeade, as of record in Book 974, pages 56 and 57, Register's Office for Davidson County, Tennessee, being the same property conveyed to Stephen L. Taylor and wife, Linda W. Taylor, by Warranty Deed of record in Book 4402, page 443, said Register's Office, is divested out of Linda Taylor and is vested in Stephen Lyle Taylor for the purpose of selling the said real property in order

to carry out the previous Orders entered herein; provided however, the net proceeds of the sale of said property after payment of the mortgage balance, if any, real estate commissions and the customary and necessary costs and expenses of the sale shall be divided and disbursed sixty percent (60%) outright to Stephen Lyle Taylor, and forty percent (40%) shall be deposited with the Clerk of this Court, at interest, for the benefit of Linda Taylor, subject, however, to a lien thereon in favor of Stephen Lyle Taylor to secure to him the payment of the child support due him in the approximate amount of Twenty Thousand Dollars ($20,000.00), plus interest thereon, and reimbursement to him of such other costs, expenses and expenditures he has made regarding the said real property as this Court may find appropriate and just upon motion and further order of this Court. In this regard, the said Stephen Lyle Taylor shall have full power and authority to enter into and execute real estate sales listing agreements with real estate sales agents and brokers licensed to do business in Tennessee; negotiate, enter into, and execute real estate sales contracts and a warranty deed in usual form in order to grant, transfer and convey the full, fee simple title in and to the aforesaid real property to the purchaser or purchasers thereof, free from all right, title and interest of Linda Taylor; and execute such other contracts, agreements, closing statements and other documents necessary to close on the sale of the said real property, all without the joinder of the said Linda Taylor, or anyone acting on her behalf.

It is, further, ORDERED, ADJUDGED and DECREED that the closing of the sale of said real property shall be handled by or under the auspices of Thomas I. Bottorff as the attorney for Stephen Lyle Taylor, and an attorney's lien is hereby awarded to him on the sixty percent (60%) of the net proceeds of the sale to be disbursed to Stephen Lyle Taylor, said fee to be in such amount as they shall agree, and if they should not agree, said amount shall be determined by this Court.

It is, further, ORDERED, ADJUDGED and DECREED that in order to protect the rights and interest of Respondent, Linda Taylor, in and to the forty percent (40%) of the net proceeds of the sale to be deposited with the Clerk, Emmalyne Squires Farris, is hereby appointed Guardian *ad litem* for her, and a lien is hereby awarded to the guardian *ad litem* on the said forty percent (40%) to be paid into the Clerk, for the guardian *ad litem* fee in such amount as shall be determined upon motion and further order of this Court.

It is, further, ORDERED, ADJUDGED and DECREED that this Court shall retain jurisdiction of this matter in order to effectuate and carry out the dictates of the previous Orders entered herein and this Order.

Signed this 20th day of December 1999.

Muriel Robinson, Judge

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APPROVED FOR ENTRY:

BOTTORFF, KAVIN & COOK, PLC

Thomas I. Bottorff, No. 2648
The Ramparts Building, Suite 120
155 Franklin Road
Brentwood, Tennessee 37027
(615) 371-0800
Attorneys for the Plaintiff/Petitioner

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the above **Order** has been served by First Class U. S. Mail, postage prepaid, on the original attorneys of record for the Defendant: **Bart Durham Law Offices,** 404 James Robertson Parkway, 1712 Parkway Towers, Nashville, Tennessee 37219; **Mark J. Fishburn,** 100 Thompson Lane, Nashville, Tennessee 37211; and **Dick Eason,** 222 Second Avenue, North, Room 350M, Nashville, Tennessee 37201; and has been served on the **Defendant, Linda Taylor,** at her last known address of Brinkhaven Apartments, 133 Brinkhaven Drive, Nashville, Tennessee 37115, this 10th day of December 1999.

Thomas I. Bottorff

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 FOURTH Circuit Court for Davidson County, Tennessee, on the 20 day of DECEMBER , 1999 , in the Case Number 95031 between TAYLOR, STEPHEN LYLE Plaintiff, and TAYLOR, LINDA Defendant, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 19 day of APRIL in the year two thousand eleven and in the 234th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

