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IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE
DAVIDSON COUNTY
AT NASHVILLE

F02

Case No. 13-1785-III
COST PAID

THOR CATALOGNE and wife, AMY CATALOGNE,

Plaintiffs,

v.

NATIONSTAR MORTGAGE, LLC,

Defendant.

AGREED ORDER OF DISMISSAL WITH PREJUDICE AND FOR SURRENDER OF REAL PROPERTY

Plaintiffs Thor Catalogne and wife Amy Catalogne ("Plaintiffs") filed this action on December 26, 2013, seeking, among other things, to set aside a foreclosure sale occurring on December 10, 2013 (the "Foreclosure Sale"), respecting Plaintiffs' residential real property located at 6137 Robin Hill Road, Nashville, Tennessee (the "Property") and described more particularly as follows:

> Land in Davidson County, Tennessee, being Lot No. 17, on the plan of West Meade Farms, Inc., Section "B", as of record in Book 1835, Page 7 and amended by Instrument No. 20030509-0062799, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Thor Catalogne, and wife, Amy Catalogne, by Warranty Deed from D. Todd Carson and wife, Elizabeth Carson, of record as Instrument No. 20070410-0042483.
>
> The property is known as 6137 Robin Hill Road, Nashville, TN 37205 (Map-Parcel 115-16-38).

Bill Garrett Davidson County
Batch# 11826 ORDER
10/11/2017 02:07:51 PM 5 pgs
Fees: $27.00 Taxes: $0.00
20171011-0104395

Nationstar Mortgage, LLC ("Nationstar"), was the servicer of the subject mortgage loan and first-lien and Deed of Trust dated April 5, 2007, and recorded on April 10, 2007, in the Register's Office for Davidson County, Tennessee, at Instrument No. 20070410-0042484 (the "Deed of Trust"). Nationstar purchased the Property at the Foreclosure Sale pursuant to a Substitute Trustee's Deed dated December 10, 2013, and recorded on December 12, 2013, at Instrument No. 20131212-0125702 in the Register's Office for Davidson County, Tennessee (the "Substitute Trustee's Deed"). Upon the filing of this action, the Court entered a Temporary Restraining Order prohibiting Nationstar from pursuing eviction against Plaintiffs. Nationstar has voluntarily honored the terms of the Temporary Restraining Order throughout the pendency of this action. Plaintiffs have maintained their residency in the Property during the pendency of this case. Plaintiffs and Nationstar were working to resolve this case through a possible loan modification and reinstatement of the Deed of Trust.

Thor Catalogne died on April 13, 2017, and Amy Catalogne is his Administratrix pursuant to Letters of Administration entered with the Circuit Court of Davidson County, Tennessee, Probate Division, Case No. 17P1002, on June 21, 2017, and is authorized to execute this Agreement on behalf of herself and the Estate of Thor Catalogne.

It now appears to the Court from the signatures of counsel for the parties below that the parties have agreed to compromise and settle the matters between them pursuant to the terms of a separate written Confidential Release and Settlement Agreement. The parties agree that Plaintiffs' claims should be dismissed with prejudice. The parties agree that Nationstar is entitled to a judgment for possession of the Property. Plaintiffs withdraw all objections to the Deed of Trust, the Foreclosure Sale, and the Substitute Trustee's Deed and agree that Nationstar is fully vested with title in and to the Property. The parties agree that Plaintiffs and any other

occupants of the Property shall vacate and surrender the Property to Nationstar, or its designated agents, in a clean and broom-swept condition no later than Friday, September 30, 2017, at 3:00 p.m. CST (the "Surrender Date"). Execution upon the judgment for possession shall be stayed through the Surrender Date. In the event Plaintiffs or any other occupant fails to vacate the Property by the Surrender Date, Nationstar shall be entitled to exercise its rights to, in, and against the Property through any appropriate action in this Court or any other court. Any remaining court costs shall be taxed to Nationstar. The parties shall otherwise bear their own discretionary costs, expenses, and attorney's fees incurred in this matter. As a condition of the parties' settlement and the consideration therefore, Plaintiffs waive all right to appeal this order.

It is therefore **ORDERED, ADJUDGED** and **DECREED** that all of Plaintiffs' claims be, and hereby are, dismissed with prejudice.

It is further **ORDERED** that Nationstar shall be, and hereby is, granted judgment for possession of the Property and execution upon said judgment shall be stayed through the Surrender Date.

It is further **ORDERED** that all of Plaintiffs' objections to the Deed of Trust, Foreclosure Sale, and Substitute Trustee's Deed are hereby withdrawn, null and void, and clear and marketable title to the Property is fully vested in Nationstar, and any lien lis pendens or other encumbrance asserted by the Plaintiffs is hereby released.

It is further **ORDERED** that Plaintiffs and any other occupant of the Property shall surrender and vacate the Property to Nationstar, or its designated agents on or before the Surrender Date.

It is further **ORDERED** that if Plaintiffs or any other occupant fails to vacate and surrender the Property by the Surrender Date, Nationstar shall immediately be entitled to

exercise its rights to, in, and against the Property through any appropriate action in this Court or any other court.

It is further **ORDERED** that any remaining court costs shall be taxed to Nationstar.

It is further **ORDERED** that the parties shall bear their own respective discretionary costs, expenses, and attorney's fees incurred in this matter.

It is further **ORDERED** that as a condition of the parties' settlement and the consideration therefore, Plaintiffs waive all right to appeal this order.

It is further **ORDERED** that a certified copy of this Agreed Order may be recorded in the Register's Office of Davidson County, Tennessee, to affect the terms and transfers set forth herein.

It is so **ORDERED**.

Ellen Hobbs Lyle

Honorable Ellen Hobbs Lyle
Chancellor

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF ORIGINAL INSTRUMENT FILED IN MY OFFICE.
THIS 17th DAY OF October 2017
MARIA M. SALAS, CLERK & MASTER
BY _____ DEPUTY

AGREED TO AND APPROVED FOR ENTRY:

Randall E. Bruce by ECW w/permission

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Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been served this 4th day of October, 2017, upon:

Via Email and First Class Mail

Randy Bruce, Esq.
The Bruce Firm PC
2020 Fieldstone Pkwy
Suite 900-226
Franklin, TN 37069