Karen Johnson Davidson County
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IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE

New Residential Mortgage LLC, Plaintiff, v. Joseph C. Ransom and Anita Ransom, Defendants.	24-1395-II

Order Granting New Residential Mortgage, LLC's Motion for Default Judgment

Before the Court is Plaintiff New Residential Mortgage LLC's ("New Residential") Motion for an order entering default judgment and final judgment against Defendants Joseph and Anita Ransom (the "Ransoms") under Tennessee Rule of Civil Procedure 55.01. For support, New Residential submitted the accompanying Memorandum and the attached Exhibits 1 and 2, the executed Returns on Service of Summons of Defendants Joseph C. Ransom and Anita Ransom, respectively. For good cause shown, the Court **GRANTS** the Motion and makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. The real property that is subject of this action is commonly known as 1648 Liberty Hill Drive, Madison, Tennessee 37115 (the "Property"). The Property is more specifically described as:

> Land in Davidson County, Tennessee, being Lot No. 36 on the Plan of Heritage View Subdivision, Section Two of record in Plat Book 7900, Page 37, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Joseph C. Ransom on April 5, 1994 by Warranty Deed of record in Book 9305, Page 746, Register's Office for said County.

Compl. ¶ 1.

2. On April 5, 1994, Joseph C. Ransom obtained title to the Property as evidenced by that certain Warranty Deed recorded April 7, 1996 in Book 9305, Page 746, in the Register's Office for Davidson County (the "Warranty Deed"). Compl. ¶ 7.

3. On April 25, 2003, Joseph C. Ransom conveyed the Property to Joseph C. Ransom and Anita Ransom as evidenced by that certain Quitclaim Deed recorded July 21, 2003 as Instrument No. 20030721-0101737, in the Register's Office for Davidson County (the "Quitclaim Deed"). Compl. ¶ 8.

4. On April 25, 2003, the Ransoms obtained a loan from SouthStar Funding, LLC in the original principal amount of $69,600.00 (the "Loan"). Compl. ¶ 9.

5. To secure repayment of the Loan, the Ransoms executed and delivered that certain Deed of Trust dated April 25, 2003, and recorded June 21, 2003, as Instrument No. 20030721-0101738, in the Register's Office for Davidson County (the "Deed of Trust") in favor of Mortgage Electronic Registration Systems, Inc. ("MERS"). Compl. ¶ 10.

6. In 2004, as a result of the Ransoms' earlier default in payment of the Loan, Bank of America, N.A., pursuant to the terms of the Loan and Deed of Trust, declared the entire principal balance immediately due and payable and provided notice of the same to the Ransoms. Compl. ¶ 11.

7. On October 6, 2004, a foreclosure sale (the "Foreclosure") was conducted at which the Property was sold to MERS who assigned its interests in the Property to Federal National Mortgage Association ("FNMA"), as evidenced by that certain Substitute Trustee's Deed recorded on October 22, 2004, as Instrument No. 20041022-0127199, in the Register's Office for Davidson County (the "Foreclosure Deed"). Compl. ¶ 12.

8. On March 3, 2023, FNMA conveyed title to the Property to New

Residential Mortgage LLC by Special Warranty Deed. Compl. ¶ 13.

9. Due to mistake, the Foreclosure and Foreclosure Deed were not rescinded despite a resolution of the Loan default by the Ransoms. Compl. ¶¶ 14-15.

10. On February 26, 2014, MERS assigned the Deed of Trust to Everbank by an Assignment of Mortgage/Deed of Trust recorded on March 4, 2014, as Instrument No. 20140304-0017943, in the Register's Office for Davidson County (the "First Assignment"). Compl. ¶ 16.

11. On June 5, 2014, Everbank, as successor by merger to Everhome Mortgage Company, assigned the Deed of Trust to Green Tree Servicing LLC by an Assignment of Mortgage/Deed of Trust recorded on July 10, 2014, as Instrument No. 20140710-0060755, in the Register's Office for Davidson County (the "Second Assignment"). Compl. ¶ 17.

12. On January 9, 2020, Ditech Financial LLC f/k/a Green Tree Servicing LLC assigned the Deed of Trust to New Residential Mortgage LLC by a Corporate Assignment of Deed of Trust recorded on January 10, 2020, as Instrument No. 20200110-0003562, in the Register's Office for Davidson County (the "Third Assignment"). Compl. ¶ 18.

CONCLUSIONS OF LAW

13. The Court finds that that the Foreclosure and the Foreclosure Deed, recorded on October 22, 2004, as Instrument No. 20041022-0127199, in the Register's Office for Davidson County, should be declared null and void.

14. The Court finds that the Deed of Trust dated April 25, 2003, and recorded June 21, 2003, as Instrument No. 20030721-0101738, in the Register's Office for Davidson County, as last assigned to New Residential, should be fully reinstated, *nunc pro tunc*, with all terms and conditions to a first priority lien position.

ORDER

15. It is therefore **ORDERED**, **ADJUDGED**, and **DECREED** as follows:

a. A default judgment is **ORDERED** to be entered against the Ransoms because they have failed to plead or otherwise defend despite being properly served more than thirty (30) days ago.

b. The Foreclosure and the Foreclosure Deed, recorded on October 22, 2004, as Instrument No. 20041022-0127199, in the Register's Office for Davidson County, is rescinded and **ORDERED** to be null and void;

c. The Deed of Trust dated April 25, 2003, and recorded June 21, 2003, as Instrument No. 20030721-0101738, in the Davidson County Register of Deeds, as last assigned to New Residential, is **ORDERED** to be reinstated, *nunc pro tunc*, with all terms and conditions to a first priority lien position;

d. The Ransoms are the fee simple owners of the Property, subject to the Deed of Trust, as reinstated herein;

e. All outstanding court costs are assessed to New Residential;

f. This Order is a final judgment disposing of all claims in this action under Tennessee Rule of Civil Procedure 58; and

g. This Order may be recorded with the Davidson County Register of Deeds.

s/Anne C. Martin
Chancellor

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF ORIGINAL INSTRUMENT FILED IN MY OFFICE, THIS 30th DAY OF June 2025
MARIA M. SALAS, CLERK & MASTER
BY _____ DEPUTY

Approved for entry by:

/s/ Adam G. Williams
Adam G. Williams (BPR No. 41633)
Bradley Arant Boult Cummings LLP
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Nashville, TN 37203
(615) 252-2250
awilliams@bradley.com
Attorney for Plaintiff
New Residential Mortgage LLC

202507020052216

CERTIFICATE OF SERVICE

I served the foregoing on the following on April 17, 2025:

By first class mail:

Joseph C. Ransom
1648 Liberty Hill Drive
Madison, TN 37115
Defendant

Anita Ransom
1648 Liberty Hill Drive
Madison, TN 37115
Defendant

/s/ Adam G. Williams
Adam G. Williams

Certificate of Authenticity

I, Stephanie G. Covington, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on June 30, 2025.

Date

Stephanie G Covington

Affiant Signature

July 1, 2025

Date

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Sworn to and subscribed before me this 1st day of July, 2025.

Jennifer L Thomas

Notary's Signature

My Commission Expires: 3-9-2027

Date

Notary's Seal (if on paper)

JENNIFER L. THOMAS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MARCH 9, 2027