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IN THE CHANCERY COURT OF  
DESOTO COUNTY, MISSISSIPPI

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SECURITY BUILDERS, INC.

PETITIONER

VS.

CASE NO. 08-05-1078

MARSHAREE SHAW and  
DELTON L. SHAW

RESPONDENTS

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ORDER FOR DEFAULT JUDGEMENT AGAINST DEFENDANTS DELTON L.  
SHAW AND MARSHAREE SHAW

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This matter came on for hearing on this the 28<sup>th</sup> day of July 2008 and the Defendants Marsharee Shaw and Delton L. Shaw, having wholly failed to respond as required by law, the Court hereby finds as follows:

(1) That Petitioner, Security Builders Inc. is a Mississippi Corporation with it's principal place of business located at 9045 Highway 178 in Olive Branch, Mississippi.

(2) That Respondents, Marsharee and Delton Shaw, are adult resident citizens of Tennessee who reside at 4024 Glenroy in Memphis, Tennessee.

(3) That jurisdiction is proper with this Court as all of the alleged acts occurred in DeSoto County, Mississippi and under Mississippi Constitution of

**FILED**  
**JUL 28 2008**  
W E DAVIS, CLERK

1890, Article 6, Section 160, dealing with canceling deeds and other clouds upon the title to real estate.

(4) That venue is proper with this Court as the subject property is located in DeSoto County, Mississippi and all of the alleged acts occurred in DeSoto County, Mississippi.

(5) That the Respondents were duly and properly served on or about June 2, 2008 and have wholly failed to answer as required by law.

(6) That on or about December 28, 2005, Respondents, Marsharee Shaw and Delton Shaw, tendered an offer with Petitioner Security Builders, Inc., a Mississippi corporation, for the construction of a new house in the Wedgewood subdivision in Olive Branch, Mississippi.

(7) That on or about January 4, 2006 a contract was executed between the Respondent and Petitioner for the purchase of Lot 114 at the Arbors of Wedgewood in Olive Branch, Mississippi, Desoto County, Mississippi located at 6475 Silverthorn Cove, Olive Branch, Mississippi 38654 being more particularly described as:

**Lot 114, Phase 2, Section B, The Arbors of Wedgewood Subdivision, Section 35, Township 1 South, Range 7 West, as shown on plat of record in Plat Book 96, Page 24, in the Office of the Chancery Clerk of DeSoto County, Mississippi to which plat reference is hereby made for a more particular description of said property.**

(8) That in the middle of January, construction began on this site for the new home for the Respondents. Around the same time, Respondent requested several upgrades to the house and pursuant to the signed contractual agreement between the Respondent and the Petitioner, the Respondent was required to pay an additional \$4,795.95 in advance for the upgrades. Under the terms of the contract in paragraph 10 on page 2, "In the event Purchaser fails to close for any reason other than default of seller, seller shall retain all funds paid for said extras and charges without reimbursement to Purchaser."

(9) That furthermore, as an accommodation to the Respondents, Marsharee Shaw and Delton Shaw, the Petitioner, Security Builders Inc., agreed to put the property in their name in an effort to secure financing so the Respondents, Marsharee Shaw and Delton Shaw, could complete the purchase.

(10) That despite that effort, the Respondents still could not secure financing. Therefore, the Respondents had to agree to execute a Quit Claim Deed in order to reconvey the property back to the Petitioner corporation because the Respondent could not close on the purchase of the property. This deed was subsequently lost and has been unable to be located. As such, it does not appear in the land records of the Chancery Clerk of DeSoto County, Mississippi.

(11) That the property was then sold (6) six months later and was done with full notice and disclosure to the Respondents. Because of the Respondents'

failure to secure the necessary funding and financing, the Petitioner fulfilled the contract and sold the property accordingly.

(12) The Respondents brought an action against the Petitioner in Federal Court in Tennessee and the action was dismissed for lack of personal jurisdiction.

(14) That the title to the property was conveyed to the Respondents in order for them to gain appropriate financing within the time allotted period.

(15) That according to the contract agreement, Respondents were to obtain proper financing in order to purchase the house.

(16) That because the Respondents breached their contract with the Petitioner, the Petitioner is entitled to have in order from them to convey their interest to the current property owner.

(17) As a result of the acts of the Respondents, the Petitioner has incurred attorney fees as a result of bringing this action. The contract signed by the Respondents provides for the payment of the attorney's fees incurred to enforce said contract.

(18) Additionally, because the Complaint filed by the Respondents was dismissed in Federal Court in Tennessee, for lack of personal jurisdiction, and that the Petitioners are entitled to award reasonable attorneys fees from the defense of that action and this resulting action pursuant to the contract signed by Petitioner and Respondents. The Court finds that the Defendants, Delton L. Shaw and

Marsharee Shaw, own contractually attorneys fees to Petitioner in the sum of Fifteen Hundred Dollars (\$1,500.00) for pursuing this action, Five Thousand Six-Sixty Seven Dollars & Six Cents (\$5,667.06) for defending an action in the Federal District Court for the Western District of Tennessee for a total money judgment of Seven Thousand One Hundred Sixty-Seven Dollars and six cents (\$7,167.06). This court finds that these costs are both reasonable and necessary with regard to the actions filed.

(19) That the Respondents., Marsharee Shaw and Delton L. Shaw, are hereby divested of any and all interest they have in Lot 114 at the Arbors of Wedgewood in Olive Branch, Mississippi, Desoto County, Mississippi located at 6475 Silverthorn Cove, Olive Branch, Mississippi 38654 being more particularly described as:

**Lot 114, Phase 2, Section B, The Arbors of Wedgewood Subdivision, Section 35, Township 1 South, Range 7 West, as shown on plat of record in Plat Book 96, Page 24, in the Office of the Chancery Clerk of DeSoto County, Mississippi to which plat reference is hereby made for a more particular description of said property.**

The Petitioner is hereby authorized to record this order in the land records of DeSoto County, Mississippi as a transfer of title.

(20) That the money judgment entered herein shall not attach to the real property described herein as a judgment due and owing as a lien upon the property.

(21) This Cause having been brought before this Court upon the Petitioner's Motion for Default and the Court being advised in the premises finds that the Motion is well taken and should be granted.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that:

(1) That the Respondents., Marsharee Shaw and Delton L. Shaw, are hereby divested of any and all interest they have in Lot 114 at the Arbors of Wedgewood in Olive Branch, Mississippi, Desoto County, Mississippi located at 6475 Silverthorn Cove, Olive Branch, Mississippi 38654 being more particularly described as:

**Lot 114, Phase 2, Section B, The Arbors of Wedgewood Subdivision, Section 35, Township 1 South, Range 7 West, as shown on plat of record in Plat Book 96, Page 24, in the Office of the Chancery Clerk of DeSoto County, Mississippi to which plat reference is hereby made for a more particular description of said property.**

The Petitioner is hereby authorized to record this order in the land records of DeSoto County, Mississippi as a transfer of title.

(2) The Petitioner, Security Builders Inc., is entitled to judgment of, from and against both Delton L. Shaw and Marsharee Shaw in the amount of Seven Thousand One Hundred Sixty-Seven Dollars and six cents (\$7,167.06) plus interest at the legal rate of 8% from and after July 28, 2000 date of until paid in full plus any and all costs of Court for all of which let execution lie.

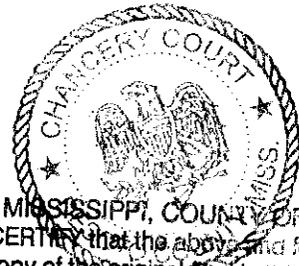
(3) That the money judgment entered herein shall not attach to the real property described herein as a judgment due and owing as a lien upon the property.

**SO ORDERED, ADJUDGED AND DECREED** this the 28<sup>th</sup> day of July, 2008.

Yicki B. Cobb  
CHANCELLOR

Submitted By And Approved As To Form:

J. Wesley Hisaw  
J. Wesley Hisaw, Attorney For the Petitioner  
MS. Bar No. 101767  
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STATE OF MISSISSIPPI, COUNTY OF DESOTO  
I HEREBY CERTIFY that the above and foregoing is  
a true copy of the original filed in this office.  
This the 28<sup>th</sup> day of July, 2008.  
W.E. Davis, Clerk of the chancery court  
By J. Davis D.C.