

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA


Jay C. Stephenson
Clerk of Superior Court Cobb County

EMILE BSEIBESS,
Plaintiff,

v.

VALERIE BSEIBESS,
Defendant.

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CIVIL ACTION FILE
NO: 10-1-6870-28

FINAL ORDER ON CONTEMPT

Plaintiff's Motion For Attachment For Contempt having come before this Court on July 29, 2010, pursuant to a Rule Nisi and the Defendant having been served according to law; Plaintiff was represented by Blake Dexter Halberg, Esq. of The Halberg Law Firm , and Defendant was represented by Frances LaFaye Rudd. After the call of the case, the Court heard testimony from Plaintiff, Plaintiff's current wife, the Defendant and her mother; as well as argument from counsel and hereby enters the following ORDER as follows:

COUNT ONE

The Court finds that Defendant, Valerie Bseibess, is in willful contempt of the Final Judgment and Decree of divorce entered in the Superior Court of Cobb County on February 18, 2004 in Civil Action File Number 03-1-7619-28, for her failure to refinance or cause the mortgage company to remove the Plaintiff's name from the mortgage and fully release him from any liability for the mortgage on the former marital residence of the

parties. Said residence was awarded to Defendant as her exclusive property in the parties' divorce. The Court finds that the Plaintiff executed a Quit Claim Deed transferring his interest in the former marital residence pursuant to the parties' Settlement Agreement and Final Judgment and Decree of Divorce, as well as selling the adjacent vacant lot to the residence and making all of the payments required upon the sale of the said lot. The Court finds that Defendant failed to make a good faith effort to refinance the real property or have Plaintiff's name removed from the mortgage. The Court Orders that Defendant keep the residence located at 5871 Vel Court, Mableton, Cobb County, Georgia 3012, listed for sale with the current real estate agent. The current listing price is \$299,000. Should the property not sell or have a contract for sale within thirty (30) days from the date of this Order; then Defendant is to instruct the real estate agent to reduce the sales price by \$10,000, and by an additional \$10,000 each and every thirty (30) day period the property does not sell or does not have a contract for sale until such time that the property is sold. For example, if the property has not sold in one hundred eighty (180) days from the date of this Order, at that time the listing price on the house shall be \$239,000.

To insure that Defendant complies with this Order, she shall submit a monthly listing showing the sales price of the property no later than the fifteenth (15th) day of each month, through her counsel to Plaintiff's counsel.

The Court Orders that the balance of the loan on the HOMESAVER ADVANCE, dated December 2, 2008, be paid from the proceeds of the sale of the real property since the proceeds from the loan were paid to GMAC Mortgage for the benefit of Defendant. Should the proceeds from the sale of the real property be insufficient to pay off the HOMESAVER ADVANCE, Defendant is Ordered to personally pay off the balance of said

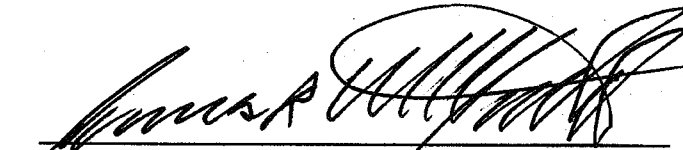
note.

The Court finds that as a result of Defendant being found in willful contempt of the Final Judgment and Decree, Plaintiff incurred attorney's fees, and awards Plaintiff attorney's fees in the amount of \$2,000, which are to be paid to Plaintiff's counsel from the proceeds of the sale of the real property. Should the proceeds from the sale of the real property be insufficient to pay the award of attorney's fees, Defendant is Ordered to personally pay the attorney's fees at the rate of \$500 per month, with payment to commence on the first day of the month after the sale of the real property and to continue on the first day of each month until such time as the attorney's fees are paid in full.

COUNT TWO

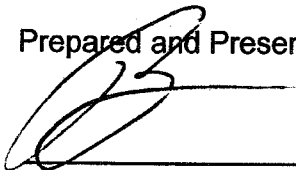
The Court heard testimony regarding the HOMESAVER ADVANCE promissory note and the allegation that Defendant had forged Plaintiff's name on the note and application. The testimony was undisputed that the proceeds from the HOMESAVER ADVANCE were paid to GMAC for the benefit of the mortgage on former marital residence. It was also undisputed that on the date of the note, December 2, 2008, Plaintiff was not in the country as a copy of his passport was introduced into evidence which clearly indicated that he had not entered the United States anytime close to December 2, 2008. The evidence was disputed as to whether or not Defendant had forged Plaintiff's signature on the documents and therefore, the Court does not hold Defendant in wilful contempt pursuant to Count Two of Plaintiff's Motion.

So ORDERED, this 10 day of August, 2010, nunc pro tunc to July 29,
2010



JAMES R. WHITFIELD, By Designation Judge
Superior Court of Cobb County
Cobb Judicial Circuit

Prepared and Present by:



Blake Dexter Halberg
Ga. Bar No: 317390
Attorney For Plaintiff

600 Village Trace
Marietta, Georgia 30067
770.612.1266

Reviewed by:

Frances LaFaye Rudd
Ga. Bar No. 621525
Attorney For Defendant

4462 Marietta Street
Powder Springs, Georgia 30127
770.439.1776


CERTIFICATE OF SERVICE

This is to certify that I have this date served counsel for the parties with a true and exact copy of the within and foregoing FINAL ORDER ON CONTEMPT by placing a copy of same in the United States Mail with adequate postage affixed thereon, addressed as follows:

Blake Dexter Halberg, Esq.
600 Village Trace
Marietta, Georgia 30067

Frances LaFaye Rudd, Esq.
4462 Marietta Street
Powder Springs, Georgia 30127

This 10th day of August, 2010.


ANDREA R. SEBESTA
Judicial Administrative Specialist
For the Honorable James R. Whitfield