

Mediating [Recession] Real Estate Issues in Family Cases [Divorce & Elder Law] By Enhancing Informed Decision-Making with Due Diligence

Part 1: What Goes Wrong with Real Estate in Family Mediation (Divorce & Elder Law)

Part 2: Mitigating Distressed Real Estate in Family Mediation (Divorce & Elder Law)

Program Summary:

Despite the mortgage meltdown & real estate slump, the house remains a significant asset in family mediation. For Divorce and Elder mediation, house valuation, disposition & division is further complicated by:

- real estate joint ownership and/or joint debt (mortgage) when the house is not sold; and
- post-mediation bankruptcy, foreclosure, deed in lieu of foreclosure, or short sale.

This workshop introduces the “discovery”/pre-mediation role of real estate professionals as due diligence project managers whether house is kept or sold.

Proposed solution: a simple Real Property Information (RPI) Form (2 pages; fillable PDF) to enhance informed decision-making in Rule 31 civil/family mediations re: house valuation, disposition and division - without added mediator or lawyer responsibility - to increase access to justice, avoid inequitable results, and reduce post-settlement litigation.

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Mediating Real Estate Issues in Family Cases
Part 1: What Goes Wrong with Real Estate in Family Mediation (Divorce & Elder Law)

Real Property Due Diligence Poll [+ denotes Fee-Based]

	Always-Essential	Often-Important	Sometimes - Helpful/Optional	Never-Useless
Lien Search				
Title Search+				
Title Insurance Consultation				
Mortgage Consultation				
Banking Consultation				
(P & C) Homeowners Insurance Consultation				
Home Inspection+				
Credit Inspection				
Financial Consultation+				
Tax Consultation+				
Distressed Real Estate Consultation				

Opinion(s) of House Value/Price Poll

	Always-Essential	Often-Important	Sometimes - Helpful/Optional	Never-Useless
Appraisal				
Tax Assessment				
H/W Testimony*				
Broker Price Opinion (BPO)				
Comparative Market Analysis (CMA)				
*Online Price Estimate				X [Lay Testimony?]

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Mediating Real Estate Issues in Family Cases

Part 1: What Goes Wrong with Real Estate in Family Mediation (Divorce & Elder Law)

Section 1: A Tale of Two Liens (2 houses; 2 mortgages)

#1 Middle TN Mediation Mistake: \$216,700 state tax lien

Discovered post-divorce by Mortgage Consultant during H's refinance application - W's \$216,700 individual debt – a lien recorded during the marriage against title to the house H kept.

Q1: During family mediation, did H make an uninformed decision re: House equity?
House title? House refinance-ability? YES NO

Pre-Divorce Q: **Is title to this property “clear & marketable?”** [Q from RPI Form]

YES NO I don't know

Q2: Did H's divorce lawyer “neglect a reasonable duty” [negligence/malpractice] **by failing to advise H** to obtain a title search or at least a lien search before agreeing to keep the marital home in exchange for other, liquid assets transferred to W under MDA?

YES NO

Q3: When did statute of limitations begin to run under discovery rule? [Injury/Knowledge]

The immediate necessity to incur additional attorney's fees as a direct result of attorney's negligence constitutes actual injury under the Tennessee discovery rule triggering 1 year statute of limitations for legal malpractice claims.

Honeycutt v. Wilkes, McCullough & Wagner, 2007 WL 2200285 (Tenn. Ct. App. 2007) (holding all injurious consequences need not be known for running of statute of limitations and noting cause of action accrues with knowledge and injury - when plaintiff suffers “legally cognizable damages’ **meaning actual injury caused by attorney’s wrongful or negligent conduct**”), *citing Memphis Aero Corp. v. Swain*, 732 S.W.2d 608, 612 (Tenn. Ct. App. 1986).

#2 Middle TN Mediation Mistake: \$15,000 Lien [Marital Debt]

House Spouse [W] paid \$7,500 & received personal release from creditor. But, creditor refused to release lien against title to marital home.

To refinance post-divorce:

- [W] paid second \$7,500, thus personally satisfying her portion (½) of joint marital debt totaling \$15,000 and secured by lien against marital home title.
- W's divorce attorney (1) argued with title insurance underwriting counsel and (2) failed to recognize that:
 - Although W was not [personally] responsible for the second \$7,500...
 - Because “liens follow the land,” the House remained indebted for H's share of this debt and W could not refinance or sell without paying H's share (subsequently seeking reimbursement from H).
 - Unless creditor released \$15,000 lien (after receiving payment in full), no title insurance and thus no funded loan (either refinance or sale to third party).

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Section 2: What Goes Wrong With Real Estate?

Elder Financial Abuse re: real property:

“[M]ost senior adults are homeowners, which exposes them to various home improvement scams, home loan bailouts, and other types of homeowner scams.” Ekaterina Deaver, *Chapter 64: Assisting Victims of Elder Financial Abuse in Recovering Their Judgment Awards*, 42 McGeorge L. Rev. 531, 533 (2011) (citation omitted).

Example: WWII veteran unable to collect \$200,000+ judgment against investor who “purchased” the homeowner’s promissory note and paid only 1/3 of the agreed amount.

Id. at 531.

Elders attempting to shield assets from Creditors/Debt Collection

Cf. Smith v. Amerisure Ins. Co., 1996 WL 269461 (Tenn. Ct. App.1996) (noting defendant insurer alleged H& W/parents violated terms policy by deeding property to adult son without Insurer’s consent [allegedly temporary to avoid credit card debt collection efforts]) (reversing summary judgment for insurer/defendant due to deficiencies in the record).

Adding others [adult children] as titled owners with vested interest in real property – and not notifying house insurer – may void house insurance policy under its express terms.

Cf. S. Ins. Co. v. Estes, 106 Tenn. 472, 62 S.W. 149, 150 (1901) (noting insurance policy contained clause stating [P&C] policy void “if the interest of the insured be other than unconditional or sole ownership, ...”) quoted by *U.S. Bank, N.A. v. Tennessee Farmers Mut. Ins. Co.*, 277 S.W.3d 381, 388 (Tenn. 2009) (holding bank commencement of foreclosure, without notifying insurer, does not increase hazard and thus does not require statutory notification or void house insurance coverage).

Homeowner Questions – After Family Mediation/Divorce

[Uninformed Decisions Before/During Mediation & Divorce > Problems After Divorce]

As illustrated “in their own words,” uninformed decision-making during divorce by homeowners leads to post-divorce real estate and financial problems after divorce that cannot be fixed.

> House Not Sold or Refinanced After Divorce

1. 2010 March 19 - House Not Sold; House Spouse Late Mortgage Payments/Pre-Foreclosure

House to be sold after divorce, H-house spouse pending sale (with financial responsibility for house).

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- “Meanwhile, [H] has rented the house, so renters are currently living there. [W has] no idea if they’re paying any rent because [H] will not communicate with [W].”

W’s name remained on the primary mortgage, home equity line of credit, and joint bank accounts. W has “not signed a quit claim deed.”

- “Of course, we owe **more than the house is worth and sales are extremely slow in the neighborhood.**”

Q: “So, while [H] is in contempt of court, what is my financial liability?”

- Specifically what about my responsibility for a deficiency action by either the primary lender or the HELOC lender following the foreclosure?
- **“Also, should I sign a [quitclaim] deed?”**
 - “According to the loss mitigation team at my mortgage company, if [W] signed a [quitclaim] deed the debt couldn’t be reported under my name. (This doesn’t seem like correct information to [W]).”
- **“The missed payments have already affected my credit. [W] can only assume the foreclosure will essentially ruin my credit for several years.”**

<http://www.thinkglink.com/2010/03/19/only-refinancing-can-help-avoid-issues-with-a-mortgage-after-a-divorce/>

*Fill in the blanks or select where indicated:

During family mediation, W made an _____ **[informed/uninformed]** decision regarding:

- House debt (W financial liability for joint mortgage post-divorce) **[informed/uninformed]**
- House title/ownership – Legal/financial impact of Quitclaim Deed **[informed/uninformed]**
- Contingencies pending sale of House **[informed/uninformed]**

2. 2011 April [Iowa] After Divorce, QCD Not Recorded & No REFI of Joint Mortgage

[After divorce W did not qualify for mortgage with new H because W remained on joint mortgage for former marital home.]

July 2007 divorce. Decree awarded H marital home. W signed QCD – H never recorded it.

April 2011 W “is still on the deed of record and property tax statements.”

“Together we bought a home in 2010 and we could not finance it jointly because he hadn’t refinanced and taken her name off of the original loan papers ... It seems like he is in contempt of a court order. What can we legally do to prove it?? Can she file a civil suit against him? What rights does she have?”

http://boards.answers.findlaw.com/n/pfx/forum.aspx?msg=90091.1&nav=messages&webtag=fl-family_law

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Part 1: What Goes Wrong with Real Estate in Family Mediation (Divorce & Elder Law)

*Fill in the blanks or select where indicated:

During family mediation, W made an _____[informed/uninformed] decision regarding:

- Contingencies re: H failure to refinance [informed/uninformed]
- House debt (W financial liability for joint mortgage post-divorce from failed REFI) [informed/uninformed]
- Completing Conveyance of Title [informed/uninformed]
 - House title/ownership – Impact of failing to record Quitclaim Deed [informed/uninformed]

3. 2011 February [Alabama] - Joint Mortgage (H/W) but Individual Title (H); after H died ...

January 2010. W “signed a quick [sic] claim deed” for Alabama house; H signed QCD for GA property. H owed W equity payment for Alabama house – payable within 5 years of final divorce decree; H required to refinance joint marital mortgage ...

“However, [H] died and left my name on the Mortgage. I am now paying the Mortgage on a house I have no right to and Executor of the Estate is in no hurry to sell the house. What are my rights? I really don't want to foreclose on the house and I can't continue to pay two mortgages....Need Help in AL....”

*Fill in the blanks or select where indicated:

During family mediation, W made an _____[informed/uninformed] decision regarding:

- Contingencies re: H's failure to refinance [informed/uninformed]
- Impact on W's credit post-divorce from H's failure to refinance joint mortgage
- House debt (W financial liability for joint mortgage post-divorce) despite lack of W ownership [informed/uninformed]

> House Spouse Not Current with Marital Joint Mortgage After Divorce

4. 2011 January 13 [Georgia] – Post-Divorce/Pre-Foreclosure

2008 divorce in Alabama; H-House Spouse; W signed quitclaim deed.

W: “I do not believe that he ever filed the deed and he stopped making payments soon after the divorce was finalized. The home is now facing foreclosure.”

“If a quit claim deed was signed giving the home over to my ex, am I still responsible for the mortgage payments?”

- W: “...what I need to do regarding the mortgage and if I am responsible. They are unable to locate [H] so I am receiving all correspondence.

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Part 1: What Goes Wrong with Real Estate in Family Mediation (Divorce & Elder Law)

- How do I handle the mortgage company and clear up my credit? Will I be held responsible for half?
- Also, what if [H] never filed the quit claim deed paperwork?"

<http://www.freeadvice.com/law-questions/if-a-quit-claim-deed-was--55287.htm>

*Fill in the blanks or select where indicated:

During family mediation, W made an _____ **[informed/uninformed]** decision regarding:

- House debt (W financial liability for joint mortgage post-divorce) **[informed/uninformed]**
- House title/ownership – Legal/financial impact of Quitclaim Deed **[informed/uninformed]**
- Impact on W's credit post-divorce from H's failure to pay joint mortgage in full, on time, each month **[informed/uninformed]**

> Quitclaim Deeds

5. 2009 May [Utah]

W agreed to sign QCD in decree – “Will I always be liable for the [house mortgage] debt?”

“I understand I will still be liable for the debt regardless of the divorce decree stating that my ex is responsible for the debt on the home which he is short selling. How does my name get off the debt **if the legal documents don't hold any weight?**”

<http://www.zillow.com/advice-thread/I-agreed-to-sign-a-quit-claim-deed-in-the-divorce-decree-Will-I-always-be-liable-for-the-debt/236887/>

Answers:

R-1: QCD (citing Wikipedia) v. Mortgage

R-3: “That is a question you should ask you[r] lawyer. A [REALTOR[®]] is not qualified to answer this question.”

*Fill in the blanks or select where indicated:

During family mediation, W made an _____ **[informed/uninformed]** decision regarding:

- House debt (W financial liability for joint mortgage post-divorce) **[informed/uninformed]**
- House title/ownership – Legal/financial impact of Quitclaim Deed **[informed/uninformed]**

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> Homeowners Insurance Shenanigans

6. 2011 April - After divorce, H/W on title, H is the house spouse.

After divorce and after \$8,700 in house hail damage, H discovered H's name was not on homeowners insurance – W remained only named insured.

Insurance proceeds check payable and remitted to W only. W deposited check and then emptied her bank account.

Q: "I have been told that neither the insurance mortgage company can dictate how the money is to be used once they turned it over to her. She can keep it all and I have no recourse?"

Additional Details: The day we divorced and my name was added to the title off [sic] the house, I personally drove over my agent's office and gave him copies so he could submit them to the underwriting department. Underwriting added me on to the insurance when I reported the claim and they found their mistake but since my ex was listed as the primary insured it appears she called them (I didn't know this) and had my name removed. By removing my name, the insurance company said it could not discuss any details about what happened since I was no longer on the policy. I got [_____'d] by them!

<http://answers.yahoo.com/question/index?qid=20110425043225AANFYRa> ("I still don't understand how this is not insurance fraud?")

Answer(s):

1. "... you have the right to do whatever you please with it. most would use it to fix the house ..."
2. "If the insurance policy was in her name only, she would get the insurance payment ..."
3. "Unfortunately it is not insurance fraud...however if you can prove that your name should have been added to the policy and that it was the fault of the company that you were not added to the policy then you can take her to court to get the money back..." *[sidebar: depends on decree/PSA terms].*
4. "The insurance company paid the policyholder for their loss of value, in the property. No fraud there.

The policyholder can take that money and do whatever they want with it. No fraud there.

So correct, the insurance company has done their duty by compensating the policyholder for their loss. The policyholder can choose to repair the damage or go to Las Vegas, whichever they choose.

5. If the repairs are not done, the insurance company will probably want to cancel the policy, and you'll have a hard time finding a new insurance policy.

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Section 3: Tennessee Deficiency Judgment from Foreclosure

Distressed Real Estate & Foreclosure

2011 Tennessee Bankruptcy Rate: Ranked #3 (after Nevada & Georgia)

<http://www.creditcards.com/credit-card-news/state-us-bankruptcy-filing-statistics-1276.php>

2012 Tennessee Foreclosure Rate: Ranked #20 (total foreclosures).

<http://www.realtytrac.com/trendcenter/tn-trend.html>

Tennessee Real Estate Pop Quiz

Tennessee is a _____ theory state [title or lien theory]

Tennessee primarily uses _____ and not _____
Mortgage(s) or Deed(s) of Trust + Note(s)

Tennessee is a _____ foreclosure state [judicial or nonjudicial foreclosure]

Tennessee is a _____ state [recourse or nonrecourse]

_____ **Real Estate Implications** re: foreclosure and deficiency judgment

Divorce

Elder Law

Trusts/Estate Planning

Tennessee is a _____ - friendly state.

By Tennessee statute, quitclaim¹ is spelled with [1 or 2?] _____ word(s).

¹ Tenn. Code Ann. § 66-5-103(2) (West 2012) "Conveyances, forms" ("For a **quitclaim** deed: "I hereby quitclaim to A. B. all my interest in the following land" (describing it")) (emphasis added).

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Part 1: What Goes Wrong with Real Estate in Family Mediation (Divorce & Elder Law)

Commencement of foreclosure does not require statutory notification to insurer. *U.S. Bank, N.A. v. Tennessee Farmers Mut. Ins. Co.*, 277 S.W.3d 381, 388 (Tenn. 2009) (holding bank commencement of foreclosure, without notifying insurer, does not increase hazard and thus does not require statutory notification or void house insurance coverage).

Note: specific contract language voiding policy if, with knowledge of insured(s), foreclosure proceedings are commenced – likely voids policy. *Id.* at 389 (“Courts have reached a difference result” based on express policy language).

Deficiency Judgment may be discharged in bankruptcy.

In re Maxwell, 2010 WL 4736206 (Bankr. E.D. Tenn. 2010) (holding deficiency judgment after nonjudicial foreclosure is dischargeable in bankruptcy, “not exempted from avoidance under § 522(f)(2)(C), because the deficiency judgment lien did not arise out of a foreclosure but instead a separate Chancery Court action).

TN (effective 2010): ___ Years Statute of Limitations - Commencement of Action for a Deficiency Judgment after nonjudicial foreclosure. T. C. A. § 35-5-117 (dictating the amount of deficiency judgment to which a creditor is entitled and the time limitation for bringing an action for a deficiency judgment). § 11:91. Generally, 12 Tenn. Prac., Legal Forms Real Estate § 11:91 (2012-2013).

Calculating Deficiency = Total Debt before Foreclosure Sale + Costs of Foreclosure and Sale less FMV at time of sale.

Rebuttable Presumption that Foreclosure Price = FMV unless debtor shows foreclosure sale price was “materially less” than FMV at time of sale. See *First Bank v. Fischer & Frichtel, Inc.*, 2012 WL 1339437 (Mo. 2012) (noting under T.C.A. § 35–5–118 to use the fair market value as the measure of a deficiency, the debtor must show the “property sold for an amount materially less than the fair market value of [the] property at the time of the foreclosure sale”).

2 Res. Mort. Lend. State Reg. Man. South Eastern Tennessee § 2:12 (“If the presumption is overcome, the deficiency will be the total amount of the debt prior to the sale plus the costs of the foreclosure and sale, less the fair market value of the property at the time of the sale as determined by the court.”)

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Assessing FMV at time of foreclosure

Note: TN statute does not define FMV or “materially less.”

2011 TN – Dueling Appraisals

State of Franklin Bank v. Riggs, 2011 WL 5090888 (Tenn. Ct. App. 2011) (rejecting debtor argument that bank’s appraisal was not completed until after foreclosure where affidavit confirmed bank appraiser provided range of values for properties *shortly before* the foreclosure sale and *after the foreclosure sale*, and appraiser provided a detailed report evidencing his appraisal of the properties).

Compare 2010 Alabama - House Condition

Cf. Berry v. Deutsche Bank Nat. Trust Co., 57 So. 3d 142, 145-46 (Ala. Ct. App. 2010) (reversing summary judgment for trustee, where, *inter alia*, trustee waived objection to tax notice admissibility) (“There are many factors that the Court must consider when determining a property’s fair market value. In doing so, the Court must require more evidence than a copy of the Jefferson County Tax Assessor’s market value or an online appraisal from Zillow.com”):

The [trial c]ourt concludes that such evidence is insufficient. First, evidence was not provided by [Plaintiffs] explaining or verifying the method used by the tax assessor’s office or Zillow.com to determine the suggested values. Does it include factors such as the size of the home or the number of rooms, or is it based exclusively on sales of properties immediately surrounding the property at issue?

“But even more troubling is the lack of information regarding the condition of the property at the time of the sale. [Plaintiffs] failed to provide the [trial c]ourt with either pictures or an affidavit of the condition of the property at that time. What if it was in a state of disrepair? [Plaintiffs] could not then reasonably contend that its fair market value would be the same as if it were in top condition.”

Foreclosure Resource:

Arizona Foreclosure Information Workbook

<http://www.azag.gov/consumer/foreclosure/documents/StateTaskForceWorkbook.pdf>

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Section 4: Real Property Terms & Concepts Essential for Mediating Real Estate Issues in Divorce & Elder Cases

1. Distinguish:

Deed (incl. Quitclaim) Debt ([Joint] Mortgage; Liens(s))

Joint Ownership (& Form of Tenancy). v. Joint Debt (Joint & Several Liability)

2. Distinguish:

Named Insured Additional Insured Beneficiary

Insurable Interest

3. What do Homeowner's Insurance Companies confirm when evaluating property loss claims?

Named Insured(s)

Insurable Interest

4. Differentiate Tenancy/Forms of Joint Ownership

Compare:

- Tenants in Common
- Tenants in Common with Right of Survivorship (RoS) [~~Joint Tenants~~ w/ RoS]
- Tenants by the Entirety

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Define RoS and identify which include or exclude right of survivorship (RoS).

Distinguish changing form of co-tenancy from title divestiture

Identify impact of divorce and deeds changing form of tenancy (retained or gained ownership) and from conveying title/transferring ownership (divestiture).

5. Distinguish Quitclaim deeds from other deed types/conveying instruments and define “vesting” and “divesting” title.

Q: In Tennessee, is a deed the only conveying instrument capable of vesting/divesting title to real property?

A: YES/NO

6. Compare chain of title and marketable title; define liens; explain “clouded title” due to lien(s); confirm impact of lien(s) on house equity calculation.

7. Reconcile the following:
Debts follow people and/or property v. “Liens follow the land.”

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Section 5: Ethics of Informed Decision-Making

Multidisciplinary Ethics of Real Property Due Diligence in Divorce

Legal Ethics	Financial Ethics	ADR Ethics Rule 31 Appendix A
<p>TRPC 1.4 Communication 1.4(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.</p> <p>[Client must make an informed and voluntary decision re: asset valuation and disposition].</p> <p>1.4 Comment 5 – Explaining Matters [Negotiation]: The client should have sufficient information to participate intelligently in decisions concerning the objectives of the representation and the means by which they are to be pursued ... the lawyer should review all important provisions with the client before proceeding to an agreement.</p>	<p>CFP “[O]btain sufficient quantitative data ...” CFP Practice Standards 200 Series (200-2) Practitioner - Sufficient and relevant quantitative information and documents provide the foundation for analysis. Ultimately, this will facilitate the development of appropriate recommendations.</p> <p>CPA “[O]btain sufficient relevant data ...” AICPA ET Section 201- General Standards D. Sufficient Relevant Data. Obtain sufficient relevant data to afford a reasonable basis for conclusions or recommendations in relation to any professional services performed.</p>	<p>Section 1 (b) Neutral’s Role “... assisting the parties in identifying issues ... and helping ... reach voluntary agreements.” (c) General Principles (2) fairness (5) full disclosure (6) self-determination</p> <p>Section 5 Self-Determination (a) Parties’ Right to Decide “... shall assist the parties in reaching an informed and voluntary settlement.”</p> <p>Section 8 Professional Advice (b) Independent Legal Advice “When ... [H/W] does not understand ... how an agreement may adversely affect legal rights or obligations ...”</p>
<p>TRPC 1.1 Competence</p> <p>“<i>Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.</i>”</p> <p>TRPC 1.2(a) Scope of Representation [Limited Discovery – consent after consultation]</p>	<p>Competence – CFP; AICPA; IDFA [2] “... serve [] clients competently ... acquiring the necessary knowledge and skills to do so in the area of divorce planning is required.” IDFA/CDFA</p>	<p>TRPC 2.1 Advisor</p> <p>“...a lawyer may refer not only to law but to other considerations such as moral, economic, social and political factors that may be relevant to the client’s situation.”</p> <p>TRPC Rule 2.4 (Lawyer as Dispute Resolution Neutral)</p> <p>(b)(2) [encourage parties to seek legal counsel]</p> <p>(b)(3) [encourage/assist ... resolution of dispute]</p>

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Section 6: Real Estate v. Real Property Issues

When Resolving Real Property Issues, More House Valuation/Disposition Evidence is:

1. Needed

- House information and/or financial data re: potentially reduced value, refinance-ability, resale-ability, insurability (title; property & casualty), affordability, and desirability.

2. **Already Mandated** (Ethics/Malpractice – Informed Decision-Making)

3. **[Data] Accessible without Legal Advice from Lawyer** (leveraging financial & real estate-related professionals)

- **Informative** [and mostly free]
- **No added responsibility for legal and ADR professionals**

House valuation, disposition, and division require more evidence/financial data, beyond:

- Financial Disclosures/County Forms
- H/W estimates or agreement
- Appraisal/Tax Assessment

Q: Is the current custom [FMV - mortgage] Legal malpractice? Financial malpractice?

Tennessee has a state-wide standard of care. *Chapman v. Bearfield*, 207 S.W.3d 736, 741 (Tenn. 2006).

“... an attorney ... may be held liable to his client for damages resulting from his failure to exercise [the] ordinary care, skill, and diligence ... which is commonly possessed and exercised by attorneys in practice in the *jurisdiction*.”

Chapman v. Bearfield, 207 S.W.3d 736, 739 (Tenn. 2006) (citation omitted).

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Section 7 Real Property Information (RPI) Form

- [Access to Justice; Rule 31 Mediation of Real Property]
- County/Local Rule requiring RPI Sheet for each piece of real property
- Judge: before ordering property mediation or appointing an appraiser or real estate agent, or included in that order, consider trial court request for the status (acceptable litigant response: “unknown” or “known” + data/document(s)) re: the following:

RPI Form – 2 pages/7 sections per page

1. Mortgage Evidence [FREE]
 - a. Consultation
 - b. Refinance Pre-Qualification or Pre-Approval
2. Lien Evidence [FREE]
 - a. lien search at County Register of Deeds
3. Title Evidence
[Sample Q]
Is title to this property “clear & marketable?”
 YES NO I don’t know
4. Title Insurance Evidence
 - a. Consultation
5. House Insurance Evidence [FREE]
6. House Condition Evidence
7. Distressed Real Estate Evidence [FREE]

The National Family Court Project on Housing & Financial Justice highlights the critical intersection of law and financial well-being – often exacerbated by the divorce process – to increase access to justice for divorcing spouses by fostering informed financial decisions through housing, financial, and joint debt literacy in family court. vcp@vanderbilt.edu

2011-2012

- 309 judges in 5 states [e.g., TN Judicial Conference - March 15, 2012]
- 340+ lawyers & mediators in 4 states

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Kelly Lise Murray, J.D.

Professor Murray is Vanderbilt Law School's Director of Professional Education and Founding Director of the Vanderbilt Collaborative Project (VCP). She also serves as the VCP's lead investigator/faculty for the National Family Court Project on Housing and Financial Justice. This project highlights the critical intersection of law and financial well-being – often exacerbated by the divorce process – to increase access to justice for divorcing spouses by fostering informed financial decisions through housing, financial, and joint debt literacy in family court.

Professor Murray led a Plenary Session on divorce real estate at the American Bar Association Family Law Section's Spring Meeting April 2010 in New Orleans, LA and taught a 5 hour workshop for the International Academy of Collaborative Professionals national forum October 2010 in Washington, D.C. She co-founded DivorceThisHouse.com in 2008 and has developed curriculum and trained nationally hundreds of family judges as well as real estate, financial, legal professionals and divorcing homeowners about property valuation and other property-related issues that impact divorce settlements. Her book, REFORMING REAL PROPERTY DUE DILIGENCE, is scheduled for release in 2013 by the American Bar Association Family Law Section Publishing.

She graduated Phi Beta Kappa from Stanford University and *cum laude* from Harvard Law School. With an Illinois law license and a Tennessee real estate license, she's also a Vanderbilt legal writing instructor and REALTOR®.

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