
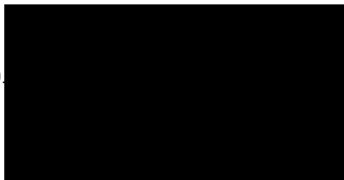



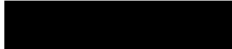












**IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI**  
**Associate Division 21**

	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No. 
	)	
	)	
	)	
Defendant/Counterclaimant,	)	

**JUDGMENT**

This matter came before the court for trial without a jury on January 28, 2022, in the Circuit Court of Greene County, Missouri, Associate Division, Judge Jerry Harmison presiding. The plaintiff,  appeared in person. The Defendant/Counterclaimant,  appeared in person and with her attorney,  Before the court was Plaintiff's petition to quiet title to real estate. Also before the court was the Defendant/Counterclaimant's petition to quiet title and reform deed, wrongful eviction, conversion, and ejection. Plaintiff,  called witnesses  and himself, adduced testimony and then rested. Defendant/Counterclaimant,  called witnesses   and herself, produced testimony, offered and entered exhibits, then rested. Plaintiff,  recalled  and himself during rebuttal, adduced testimony, offered and entered exhibits, then rested.

During Plaintiff's case-in-chief,  testified that in November 2017, his mother,  deeded to him the family home owned by her located at  Ave., Springfield, Missouri. He testified that she later locked him out. On cross-examination he admitted that it was his assumption his mother was going to live there her entire life. He affirmed that on November 28,

2018, he received a letter from his mother's attorney indicating a mistake had been made in 2017 and she had inadvertently signed a warranty deed, as opposed to a beneficiary deed. The attorney requested that Plaintiff execute a quit claim deed transferring the property back to his mother and she would then sign a beneficiary deed to him. ██████████ admitted he refused to do so. He testified regarding a verbal dispute with his mother on April 9, 2019, during an exchange of tools and his mother subsequently obtained an ex parte order of protection against him, which prohibited him from coming on the property. He affirmed that his girlfriend, ██████████ obtained an ex parte order of protection against his mother on April 11, 2019, which forced her out of her home. Plaintiff admitted he returned to the home and changed the locks. Both ex parte orders of protection were eventually dismissed, but ██████████ prevented his mother from taking her personal possessions from the home. Plaintiff admitted that he initially filed an eviction lawsuit against his mother, which commenced the current lawsuit. When asked why his mother would give him the family home while she was still alive, he stated that she did not want his brothers to take it. Plaintiff rested his case.

Defendant/Counterclaimant, ██████████ testified that in November 2017, it was her intent to sign a deed allowing her son, ██████████ to receive her home after she died. ██████████ previously called ██████████ Land Title to set up an appointment for her. She did not understand what she was signing, but admitted that she did sign the warranty deed in evidence. She met with her attorney in November 2018, to establish an estate plan and it was discovered that she had mistakenly signed a warranty deed, as opposed to a beneficiary deed. Her attorney sent a letter to ██████████ asking that he execute a quit claim deed to correct the mistake, but he refused to do so. Due to ██████████ obtaining an ex parte order of protection against ██████████ despite the fact ██████████ did not live on the property at the time, ██████████ was forced out of her home. ██████████ testified she hired an expert to determine the damage she experienced as a result of losing her personal property that remained at the home, and the value

totalled \$3,670.00. When she was removed from her home, she moved in with another son, and her living expenses have totalled \$700.00 per month for 31 months, equating to \$21,700.00. She is seeking punitive damages, and defers to the court regarding the amount of damage. She has incurred attorney fees totaling \$15,675.49. [REDACTED] concluded by stating she is requesting that the deed be reformed to a beneficiary deed to her son, as opposed to a warranty deed, or that she be granted actual damages totaling \$25,370.00, attorney fees in the amount of \$15,675.49, and punitive damages. She made it clear to the court that she is not seeking both reformation of the deed and damages.

[REDACTED] testified on behalf of Defendant, indicating he is Plaintiff's twin brother. His mother has resided with him since April 2019 when she was removed from her home. He verified that her removal has caused his mother an increase in utilities, food, shelter, and clothing equating to \$700.00 per month for the past 31 months.

[REDACTED] was subpoenaed by Defendant and affirmed that she obtained an ex parte order of protection against [REDACTED] on April 11, 2019. She contended that she had the legal right to obtain the order, but admitted she did not live on the property at the time. The Defendant/Counterclaimant then rested her case.

Plaintiff was permitted to present rebuttal evidence which included the admission of certain photographs, which he contended demonstrates his mother's intent to move out of her home prior to being served with an order of protection. He also recalled his mother to the stand, as he had discovered her personal journal after she moved. On November 17, 2017, her journal entry read "Went to [REDACTED] Land Title and deeded my house over to [REDACTED]" On cross examination Defendant again testified the deed was prepared prior to her arrival at [REDACTED] Land Title and the appointment was scheduled by [REDACTED] She did not know the difference between

a warranty deed and a beneficiary deed when she signed the document. She reiterated it was not her intent to transfer ownership of her home to her son, prior to her death.

The property which is the subject matter of this dispute is located in Greene County, Missouri, has an address of [REDACTED] Springfield, Missouri and the legal description thereof is as follows:

LOTS TWO (2) AND THREE (3), BLOCK FIFTEEN (15, BOULEVARD ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 527.150 RSMo provides in pertinent part as follows:

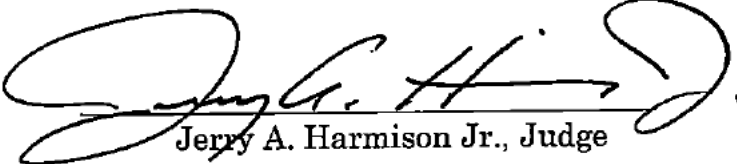
Any person claiming any title, estate or interest in real property, whether the same be legal or equitable, certain or contingent, present or in reversion, or remainder, whether in possession or not, may institute an action against any person or persons having or claiming to have any title, estate or interest in such property, whether in possession or not, to ascertain and determine the estate, title and interest of said parties, respectively, in such real estate, and to define and adjudge by its judgment or decree the title, estate and interest of the parties severally in and to such real property.

After considering all evidence, including the testimony of witnesses and review of exhibits, the court finds Defendant/Counterclaimant, [REDACTED] credible and persuasive. On November 17, 2017, [REDACTED] went to [REDACTED] Land Title and mistakenly signed a warranty deed, instead of a beneficiary deed. It was her intent to remain in her family home until her death, at which time the ownership of said property would transfer to her son, [REDACTED]. The mistake was discovered in November 2018, when she was meeting with her attorney to establish an estate plan. Her attorney requested that [REDACTED] assist in correcting the mistake, but he refused to do so. In April 2019, [REDACTED] was

removed from her home due to an ex parte order of protection being entered against her at the request of [REDACTED] [REDACTED] girlfriend. This resulted in [REDACTED] being away from her home for 31 months.

This court hereby enters judgment against Plaintiff and in favor of Defendant/Counterclaimant on Plaintiff's petition, and enters judgment in favor of Defendant/Counterclaimant and against Plaintiff on Count I of her counterclaim. This court orders reformation of the warranty deed dated November 17, 2017, into a beneficiary deed, and enters an order quieting title to the real estate in the name of [REDACTED] subject to a beneficiary deed in favor of [REDACTED]. As a result of this order, no money damages are awarded against [REDACTED] as requested by [REDACTED]. The remaining counts of the counterclaim are moot.

Date: February 9, 2022

  
Jerry A. Harmison Jr., Judge