1310 Ofc.

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA, As Applicant, Plaintiff, vs. DeANN S. ROCHESTER and MICHAEL A. ROCHESTER owners in fee simple of certain designated real estate; CARDINAL HOMES, as mortgagee; ANNETTE SKINNER Tax Collector of Shelby County, Alabama, Defendants.	CASE NO. 29-154

MOTION TO AMEND APPLICATION FOR ORDER OF CONDEMNATION

Comes now the plaintiff and moves this Honorable Court to allow it to amend the Application for Order of Condemnation herein as follows:

1. To add Goldome Credit Corporation as Defendant because Goldome acquired Cardinal Homes's interest in the mortgage on the property of the co-defendants, fee simple property owners, DeAnn S. Rochester and Michael A. Rochester as recorded in the office of the Probate Judge of Shelby County, Alabama, Real Volume 214, Page 873, dated October 18, 1988; and described as follows, to wit:

See Attachment Exhibit "A"

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Respectfully submitted,

Helen Shores Lee

HELEN SHORES LEE
Attorney for Plaintiff

Shores Lee

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing Order on the defendants, Michael A. Rochester and DeAnn Rochester P. O. Box 188, Montevallo, Alabama 35115 and Annette Skinner, Tax Collector Shelby County Courthouse, Columbiana, Alabama, 35051 by placing a copy of same in the U. S. Mail, properly addressed postage prepaid this the ______ day of
__________________________, 1990.

Helen Shores Lee
____
Helen Shores Lee

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1473

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on october 28th 19 88. The grantor is DeAnn S. Rochester and husband Michael A. Rochester ("Mortgagor"). This Security Instrument is given to Cardinal Homes, Inc., which is organized and existing under the laws of Alabama, and whose address is P.O. Box 74 Pelham, Al. 35124 ("Mortgagee"). Mortgagor owes Mortgagee the principal sum of Thirty Three Thousand Four Hundred Dollars and 00/100 Dollars (U.S. $ 33,400.00). This debt is evidenced by Mortgagor's Installment Sales Contract, Security Agreement and Disclosure Statement dated the same date as this Security Instrument ("Contract"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1st, 2008. This Security Instrument secures to Mortgagee: (a) the repayment of the debt evidenced by the Contract, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Mortgagor's covenants and agreements under this Security Instrument and the Contract. For this purpose, Mortgagor does hereby mortgage, grant and convey to Mortgagee and Mortgagee's successors and assigns, with power of sale, the following described property located in Shelby County, Alabama:

Commence at the Southeast Corner of the Southeast ¼ of the Northeast ¼ Section 2, Township 24 North, Range 12 East; thence North 3°45'14" West and run 201.12 feet, thence S 85°31'18" West and run 159.00 feet to the Point of Beginning thence continue along last described course and along North Right-of-Way of County road No. 25 run 50.0 feet thence North 3°45'14" West and run 595.0 feet thence North 85°31'.8" and run 170.0 feet; thence South 3°45'14" East and run 100.0 feet; thence South 85°31'18" West and run 120.0 feet; thence South 3°45'14" East and run 495.0 feet; to the Point of Beginning.

which has the address of Hwy 25 (Street) Montevallo (City)

Alabama (Zip Code) ("Property Address");

TO HAVE AND TO HOLD this property unto Mortgagee and Mortgagee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

MORTGAGOR COVENANTS that Mortgagor is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

This instrument was prepared by: Cardinal Homes, Inc.
P.O. Box 74
Pelham, Al. 35124

If Mortgagee invokes the power of sale, Mortgagee shall give a copy of a notice to Mortgagor in the manner provided in paragraph 14. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in the County and State where the Property is located, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Mortgagee shall deliver to the purchaser Mortgagee's deed conveying the Property. Mortgagee or its designee may purchase the Property at any sale. Mortgagor covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Mortgagee in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Mortgagee (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Mortgagee or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Mortgagee shall release this Security Instrument without charge to Mortgagor. Mortgagor shall pay any recordation costs.

22. Waivers. Mortgagor waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Mortgagor and recorded with it.

Witnesses:

X *Michael Anthony Rochester* (Seal) Mortgagor

DeAnn S. Rochester (Seal) Mortgagor

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I CERTIFY THIS INSTRUMENT WAS FILED

88 NOV 23 AM 8:06

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALABAMA *Thomas A. Snowden, Jr.*
COUNTY OF ____ JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DeAnn S. Rochester and husband Michael A. Rochester whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of *October*, 19 *88*

Jim McBryer
Notary Public
My Commission Expires *2-18-89*

TRANSFER AND ASSIGNMENT

STATE OF ALABAMA
COUNTY OF Shelby

For value received, Cardinal Homes, Inc. hereby transfers, assigns and conveys unto DOLDOME CREDIT CORPORATION, all right, title, interest, powers and options in, to and under the within Mortgage as well as to the land described therein and the indebtedness secured thereby.

In witness whereof the undersigned has hereunto set his hand and seal, this 27th day of *October* 19 *88*

Ken Mitchell, Pres.

CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ken Mitchell whose name as President of Cardinal Homes, Inc. is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 27th day of *October*, 19 *88*

Jim McBryer
Notary Public
My Commission Expires *2-18-89*

1. Deed Tax $ ____
2. Mtg. Tax *50.10*
3. Recording Fee *[illegible]*
4. Indexing Fee *1.00*
TOTAL *[illegible]*

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALABAMA
COUNTY OF ____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ____ whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of ____, 19 ____

Notary Public
My Commission Expires

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 SEP 21 AM 10:58

[signature]
JUDGE OF PROBATE

1. Deed Tax ____ $
2. ____ $ ~~*10.00*~~
3. ____ $ ~~*3.00*~~
4. ____ $
5. ____ $ *1.00*
6. ____ $
Total $ *14.00*