

RLS

1699

GOLDOME CREDIT CORPORATION,)
formerly doing business as)
COLONIAL FINANCIAL SERVICE,)
INC.,)

Plaintiff,)

v.)

JAMES W. ODEN, and Wife,)
MARLENE ODEN,)

Defendants.)

IN THE CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA

CASE NO. CV 85-054

JUDGMENT

This cause having come on before the Court and the Court having examined the proofs offered by the plaintiff and the cause having been submitted to the Court for its decision and after deliberating thereon and being fully advised in the premises, and having filed herein its findings of fact and conclusions of law, and having directed that judgment be entered in accordance therewith, now, therefore, by reason of the law and the findings of the aforesaid,

IT IS ORDERED, ADJUDGED and DECREED:

1. That the legal description in the mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama at Mortgage Book 395, Page 514, be reformed to read as follows:

One-half acre in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 1, Township 21, Range 3 West. Begin 120 feet North of the Southeast corner and run South 105 feet, thence East 105 feet, thence North 105 feet, thence West 105 feet to the point of beginning.

2. That plaintiff have judgment against the defendants in the amount of \$7,427.83 with interest thereon in the amount of \$2,256.73 plus attorneys' fees in the amount of \$1114.17 and for costs for which let execution issue.

FILED IN OFFICE, This the 14th day
of June 1985

Baleh, Bingham
P. O. Box 306
Tuscaloosa, AL 35205

Kyle Sanford
Register Circuit Court of
Shelby County, Alabama

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3. That the mortgage as described in the complaint is hereby declared to be in default and the plaintiff be and hereby is authorized to foreclose under the power of sale as contained therein.

4. That defendants shall, within 30 days after the entry of this decree and service on them of the notice of entry thereof, execute and deliver to plaintiff a corrective mortgage of the premises and a corrected deed conforming to this judgment, and in the case of their failure to do so, this judgment shall have the effect and operation at law and in equity of such mortgage so as to vest the title to the premises in plaintiff in fee simple as fully as if properly conveyed in this mortgage. Defendants and all persons claiming under or through them are hereby forever barred, restrained, and enjoined from asserting any right, title or interest in or to any of the above described property or any part thereof after the 30 day period hereinabove specified.

5. In the event the mortgage described herein shall be foreclosed, any amounts which shall result from the sale of said property at the foreclosure sale shall be credited against the total amount due from defendants hereunder.

DONE and ORDERED this the 14 day of JUNE, 1985.

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

1985 NOV 26 AM 11:00

Thomas P. Henderson, Jr.
JUDGE OF PROBATE

Robert R. Armstrong
Circuit Judge

RECORDING FEES	
Recording Fee	\$ <u>5.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>6.00</u>