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Off.

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"

Respectfully submitted,

Helen Shores Lee

HELEN SHORES LEE
Attorney for Plaintiff

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Helen 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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214 mg 873

1473
Please Allow Time Late For Recording Date

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 28th 19 87. 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").

Mortgagee owes Mortgagor 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 3 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 Southwest 1/4 of the Northeast 1/4 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 525.0 feet thence North 85°31'18" 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 Way 25 Montevallo Alabama ("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 easements 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 seized 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 contains 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

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18. Mortgagee reserves the power of sale, Mortgagee shall give a copy of a notice to Mortgagee 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 Mortgagee 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. Mortgagee warrants 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.

19. Mortgagee is Possession. Upon execution under paragraph 19 or when possession of the Property, Mortgagee or 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.

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

21. Waiver. Mortgagee waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

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

Witness:

I CERTIFY THIS INSTRUMENT WAS FILED
88 NOV 23 AM 8:06

STATE OF ALABAMA
COUNTY OF Shelby
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DAWN S. ROCHESTER and husband
Michael A. Rochester who is personally known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument and the same voluntarily on the day the same were done.
Given under my hand and official seal this 21st day of October, 1988.
Notary Public
My Commission Expires 2-16-89

TRANSFER AND ASSIGNMENT
STATE OF ALABAMA
COUNTY OF Shelby
For value received, Cardinal House, Inc. hereby transfers, assigns and conveys unto GOLDOMI CREDIT CORPORATION, all right, title, interest, power and option in, to and under the within Mortgage as well as in the land described therein and the undivided one-eighth share by:
In witness whereof the undersigned has signed his hand and seal, this 21st day of October, 1988.
John Mitchell
Notary Public
My Commission Expires 2-16-89

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
President of Cardinal House, Inc.
is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she or each officer and with full authority, executed the same voluntarily for and on the part of said corporation.
Given under my hand and official seal this 21st day of October, 1988.
Notary Public
My Commission Expires 2-16-89

STATE OF ALABAMA
COUNTY OF Shelby
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____
who is personally known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she or each officer and with full authority, executed the same voluntarily for and on the part of said corporation.
Given under my hand and official seal this 21st day of October, 1988.
Notary Public
My Commission Expires _____

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
90 SEP 21 AM 10:58
JUDGE OF PROBATE

1.	Doc. Fee	0.00
2.	Search Fee	0.00
3.	Indexing Fee	1.00
4.	Notary Fee	1.00
5.	Recordation Fee	1.00
6.	Other	0.00
Total		3.00