20050419000182690 1/2 $14.00
Shelby Cnty Judge of Probate, AL
04/19/2005 08:40:18AM FILED/CERT

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

BANK OF NEW YORK,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CASE NO. CV-CV-04-1038
	)	
IRIS CATRINA TIDMORE,	)	
	)	
Defendant.	)	

RECEIVED AND FILED
MARY H. HARRIS
MAR 28 2005
CIRCUIT & DISTRICT
COURT CLERK
SHELBY CO.

ORDER GRANTING JOINT MOTION

This matter having come before the Court on the parties' Joint Motion to Enter Order, the Court having considered the parties' request, it hereby **ORDERS, ADJUDGES, and DECREES** as follows:

1. Iris Catrina Tidmore is hereby in default under the terms of her promissory note with Bank of New York's predecessor, New Century Mortgage Corporation;

2. The promissory note and mortgage agreement at issue are secured by real property described as:

> Commence at the Northeast Corner of the SE ¼ of the SE ¼ of Section 13, Township 21 South, Range 2 West, Shelby County, Alabama, and run Westerly along the North Line of said ¼ - ¼ Section for 274.00 feet to the point of beginning of the tract of land herein described; thence continue along the last described course for 231.67 feet; thence run 82 degrees 14 minutes 07 seconds left and run Southerly for 168.43 feet to a point of the North right of way line of Saginaw cut-off highway; thence turn 99 degrees 05 minutes 49 seconds left to the tangent of a curve to the right, said curve having a radius of 1407.50 feet; thence run Easterly along said curve and said right of way line for 221.95 feet to a point; thence turn 87 degrees 15 minutes 10 seconds left from the tangent to said curve at said point and run Northerly 182.23 feet to the point of beginning.
>
> Also known as 5555 Highway 28 Columbiana, Alabama;

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3. The promissory note and mortgage at issue were also secured by a double-wide 2000 model Oakwood Mobile Home with VIN Nos. #H0GA20K00667A and H0GA20K00667B (*hereinafter the "Mobile Home"*) which is affixed to the above-described real property;

4. Due to Iris Catrina Tidmore's default under the terms of the promissory note and mortgage agreements, all of her right, title, and interest to the real property and Mobile Home are terminated and foreclosed and the real property and Mobile Home are hereby bargained, granted, and conveyed to Bank of New York;

5. Title to the real property and Mobile Home are vested solely in Bank of New York pursuant to the promissory note and mortgage agreements between the parties to this litigation;

6. Bank of New York is hereby authorized to apply to the Alabama Department of Motor Vehicles to have replacement Certificates of Title to the Mobile Home issued and to have said Certificates of Title cancelled (if necessary); and

7. Bank of New York is prohibited and forever barred from seeking to collect any deficiency from Iris Catrina Tidmore based upon the promissory note and mortgage agreements between the parties.

DONE this 15th **day of** March**, 2005.**

Honorable Hub Harrington
Circuit Court Judge

c: All parties of record