



IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

BAC HOME LOANS SERVICING, LP, )

PLAINTIFF, )

vs. )

CASE NO. CV-2010-900568

VICTOR WILLIAMS AND CHERYL A. )  
WILLIAMS, )

DEFENDANTS. )



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Shelby Cnty Judge of Probate, AL  
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JUDGMENT

This matter comes before the Court upon a Complaint for Reformation filed by the Plaintiff, BAC Home Loans Servicing, LP. The Court finds that the Defendants, Victor Williams and Cheryl A. Williams, were duly served by publication, and failed to answer or otherwise defend as to the Plaintiff's Complaint, within the time allowed by law. Thereafter, upon proper application of the Plaintiff, default was entered against both Defendants by the Court Clerk, on or about February 2, 2011.

Upon consideration of the pleadings and proof presented by the Plaintiff, the Court finds that Defendants Victor Williams and Cheryl A. Williams executed a mortgage on in favor of Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee of Countrywide Bank. This mortgage was executed February 25, 2008, and recorded April 14, 2008, and is Document Number 20080414000151070. Said mortgage has been assigned to the Plaintiff, and Plaintiff is the current holder of this mortgage.

The Court further finds that it was the intent of the parties to said mortgage that both Victor Williams and Cheryl A. Williams as husband and wife, be identified on the aforementioned mortgage as borrowers. However, through inadvertence and neglect,



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while both Victor and Cheryl A. Williams executed the mortgage, the mortgage does not identify Cheryl A. Williams as a borrower. As a result of this error, the mortgage does not reflect the true intentions of the parties to the mortgage.

Accordingly, the Court does hereby ORDER, ADJUDGE and DECREE as follows:

1. The mortgage recorded as Document Number 20080414000151070 in the Probate Court of Shelby County, Alabama, is hereby reformed as followed:

The phrase, "The Grantor is Victor Williams", which appears on page one of the mortgage is stricken from said mortgage, and replaced by the phrase, "The Grantors are Victor Williams and Cheryl A. Williams, husband and wife."

2. A certified copy of this judgment shall be recorded in the Office of the Probate Judge of Shelby County, Alabama.

3. Plaintiff shall bear all costs of this action, including all filing and recording fees.

DONE and ORDERED this the 15<sup>TH</sup> day of February, 2011.

Circuit Judge

2/17/11  
Mary A. Hanin *ve*