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Shelby Cnty Judge of Probate, AL
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2/2/2015 1:53 PM
58-CV-2014-901061.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

U.S. BANK, N.A. SUCCESSOR TRUSTEE,
TO WACHOVIA BANK,
Plaintiff,

V.

HODGE PERRY,
HODGE DONNA,
Defendants.

) Case No.: CV-2014-901061.00
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ORDER OF DEFAULT JUDGMENT

This action came on the motion of Plaintiff U.S. Bank, N.A., successor trustee to Wachovia Bank, N.A. (formerly known as First Union National Bank), as trustee for Long Beach Mortgage Loan Trust 2001-4 for default judgment pursuant to Alabama Rule of Civil Procedure 55(b)(2). The motion was filed after Defendants Perry Hodge and Donna Hodge were duly served with the summons and complaint and, not being infants or unrepresented incompetent persons, failed to plead or otherwise defend the action.

Based upon the above, **IT IS HEREBY ORDERED** and **ADJUDGED** that a Default Judgment is granted in favor of U.S. Bank, N.A., determining and declaring that:

1. On June 13, 1996, Marshall Alexander and wife, Jo Lou Alexander, conveyed via Quitclaim Deed the property with a street address of 145 Merrywood Lane, Sterrett, Alabama 35147 ("the Subject Property") to "PERRY HODGE AND WIFE DONNA HODGE," which deed was recorded on July 11, 1996 in instrument number 7/11/1996-22311 (hereinafter referred to as "Vesting Deed 1").

2. On June 25, 1996, John Vernon Alexander and wife, Carolyn Alexander, conveyed the Subject Property via Quitclaim Deed to "PERRY HODGE AND WIFE DONNA HODGE," which deed was recorded on July 11, 1996 in instrument number 7/11/1996-22312



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(hereinafter referred to as "Vesting Deed 2").

3. The legal description in both Vesting Deed 1 and Vesting Deed 2 is as follows:

Commence at the northwest corner of the SE $\frac{1}{4}$ of Section 24, Township 18 South, Range 1 East, Shelby County, Alabama and run thence southerly along the west line of said quarter a distance of 1,154.57' to a point; Thence turn 90°00'00" left and run easterly 349.12' to a point; Thence turn 90°00'00" right and run southerly 297.34' to a steel pin corner and the point of beginning of the property being described; Thence turn 04°45'29" right and continue southerly 310.00' to a steel pin corner; Thence turn 85°14'17" right and run westerly 210.00' to a steel pin corner on the east margin of MERRYWOOD LANE, a gravel surfaced public road; Thence turn 94°43'50" right and run northerly along the said east margin of said road 310.00' to a steel pin corner; Thence turn 85°16'24" right and run easterly 210.17' to the point of beginning.

4. On November 1, 2001, Perry Hodge and Donna Hodge, husband and wife, executed and delivered to Long Beach Mortgage Company a mortgage on the Subject Property in the amount of \$45,000.00 (the "Mortgage"), which mortgage was recorded on November 30, 2001 at instrument number 2001-51882.

5. On December 11, 2006 the Mortgage was assigned to U.S. Bank via that Assignment of Mortgage (the "Assignment"), with an effective date of November 15, 2006, and recorded on December 22, 2006 at instrument number 20061222000625360.

6. On April 9, 2007, Perry Hodge and Donna Hodge, husband and wife, executed and delivered a Loan Modification Agreement (the "Loan Modification Agreement") on the Subject Property in favor of U.S. Bank, with an effective date of May 1, 2007, and recorded on June 5, 2007 at instrument number 20070605000260640.

7. The Mortgage, the Assignment, and the Loan Modification Agreement do not correctly describe the property the parties intended to include as security for the certain debt of the Hodges to mortgagee Long Beach Mortgage Company and assignee U.S. Bank. More



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specifically, the property described in the legal description in the Mortgage, the Assignment, and the Loan Modification Agreement is different than the Subject Property described in Vesting Deed 1 and Vesting Deed 2.

8. Through mutual mistakes of the parties and scrivener's error, the following title problems are in need of correction: The Mortgage, the Assignment, and the Loan Modification Agreement contain an incorrect legal description.

9. At the time the parties and/or their predecessors executed the Mortgage, the Assignment, and the Loan Modification Agreement, it was their intention to reference the Subject Property as described in Vesting Deed 1 and Vesting Deed 2.

WHEREFORE, PREMISES CONSIDERED, the Mortgage, the Assignment and the Loan Modification Agreement are hereby reformed to contain that legal description contained in Vesting Deed 1 and Vesting Deed 2, as stated in Paragraph 3 of this Order.

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DONE this 2nd day of February, 2015.

/s/ COREY B MOORE
CIRCUIT JUDGE