



IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

CITIFINANCIAL SERVICING LLC,
Plaintiff,

V.

Case No.: CV-2015-900562.00

**FRYE CAMARA,
HARRIS RICKY L.,
HARRIS TAMARA M.,
CAPITAL ONE BANK USA ET AL,
Defendants.**

Order



This matter came before the Court on the Application for Default filed by the plaintiff, CitiFinancial Servicing LLC. The Application for Default and the court record shows that Ricky L. Harris was served on July 3, 2015, at the following address: 248 Tammys Mtn Unit S, Montevallo, AL 35115. The Court notes that more than 30 days have elapsed since service and the defendant, Ricky L. Harris, has failed to answer or otherwise defend against the plaintiff's complaint.

The Application for Default and the court record shows that Tamara M. Harris was served on July 6, 2015, at the following address: 105 Tammys Mountain, Montevallo, AL 35115. The Court notes that more than 30 days have elapsed since service and the defendant, Tamara M. Harris, N.A., has failed to answer or otherwise defend against the plaintiff's complaint.

The Application for Default and the court record shows that Capital One Bank USA, was served on July 8, 2015, at the following address: c/o Corporation Service

Company, Bank of America Center, 16th Floor, 1111 East Main Street, Richmond, VA 23219. The Court notes that more than 30 days have elapsed since service and the defendant, Capital One Bank USA, has failed to answer or otherwise defend against the plaintiff's complaint.

The Application for Default and the court record shows that Camara Frye was served on October 6, 2015, at the following address: 248 Tammys Mountain, Montevallo, AL 35115. The Court notes that more than 30 days have elapsed since service and the defendant, Camara Frye, has failed to answer or otherwise defend against the plaintiff's complaint.

As such,

It is hereby ORDERED, ADJUDGED and DECREED:

(1) A default judgment reforming the legal description on the Quit Claim deed recorded on July 8, 2002, in Shelby County Probate Court at instrument number 20020708000314320 on the Subject Parcel is hereby entered against the defendants: Camara Frye, Ricky L. Harris, Tamara M. Harris, and Capital One Bank USA. The legal description on said deed is reformed to read:

Commence at the SW corner of Section 11, Township, 22S, Range 3W, Shelby County, Alabama and run N00.00'00"E for 915.51 feet, thence N56.57'28"W for 182.55 feet, thence N33.03'45"E for 213.70 feet, to the point of beginning, thence continue N33.03'45"E for 66.79 feet, thence N66.05'52"E for 132.08 feet, thence S57.49'18"E for 193.84 feet, thence S32.10'42"W for 180.57 feet, thence N56.56'15"W for 268.60 feet back to the point of beginning. Said parcel contains 1.00 acres -.

Centerline 8' Wide Paved Driveway

Commence at the SW corner of Section 11, Township 22S, Range 3W, Shelby County, Alabama and run N00.00'00"E for 915.51 feet, thence N56.57'28"W for 182.55 feet, thence N33.03'45"E for 213.70 feet, thence S56.56'15"E for 12.80 feet to the centerline point of beginning of an 8 foot wide paved driveway, thence along said driveway N74.49'18"E for 183.28 feet, thence N07.19'52"E for 58.32 feet, thence N60.17'23"W for 253.49 feet, thence N49.28'01"W for 129.89 feet, thence N86.54'26"W for 70.82

feet, thence S55.51'20"W for 303.98 feet, thence N69.49'39"W for 171.03 feet, thence N58.09'10"W for 233.62 feet to the SE right of way of Highway 119 being the centerline point of ending of said paved driveway.

(2) A default judgment reforming the legal description on the Warranty Deed recorded on July 16, 2008, in Shelby County Probate Court at instrument number 20080716000286440 which conveyed the Subject Parcel to Camara L. Frye is hereby entered against the defendants Camara Frye, Ricky L. Harris, Tamara M. Harris, and Capital One Bank USA. The legal description on said deed is reformed to read:

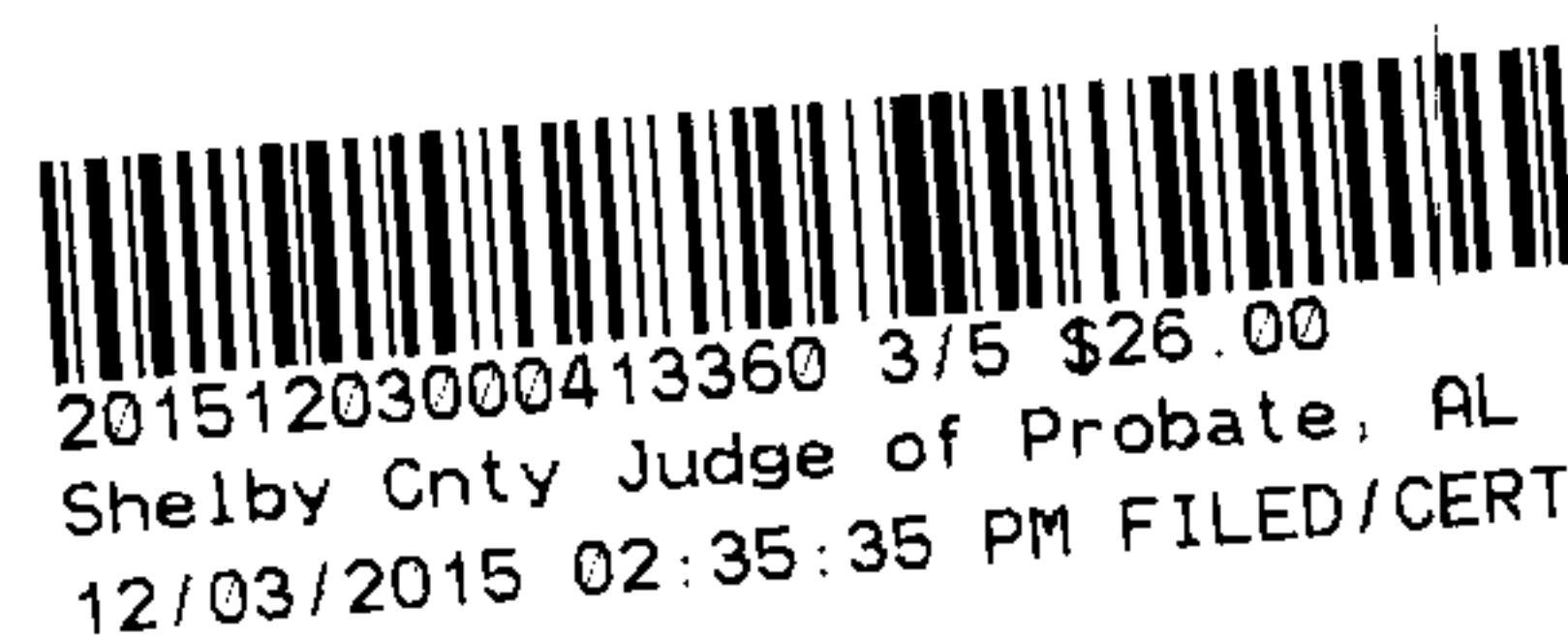
Commence at the SW corner of Section 11, Township, 22S, Range 3W, Shelby County, Alabama and run N00.00'00"E for 915.51 feet, thence N56.57'28"W for 182.55 feet, thence N33.03'45"E for 213.70 feet, to the point of beginning, thence continue N33.03'45"E for 66.79 feet, thence N66.05'52"E for 132.08 feet, thence S57.49'18"E for 193.84 feet, thence S32.10'42"W for 180.57 feet, thence N56.56'15"W for 268.60 feet back to the point of beginning. Said parcel contains 1.00 acres -.

Centerline 8' Wide Paved Driveway

Commence at the SW corner of Section 11, Township 22S, Range 3W, Shelby County, Alabama and run N00.00'00"E for 915.51 feet, thence N56.57'28"W for 182.55 feet, thence N33.03'45"E for 213.70 feet, thence S56.56'15"E for 12.80 feet to the centerline point of beginning of an 8 foot wide paved driveway, thence along said driveway N74.49'18"E for 183.28 feet, thence N07.19'52"E for 58.32 feet, thence N60.17'23"W for 253.49 feet, thence N49.28'01"W for 129.89 feet, thence N86.54'26"W for 70.82 feet, thence S55.51'20"W for 303.98 feet, thence N69.49'39"W for 171.03 feet, thence N58.09'10"W for 233.62 feet to the SE right of way of Highway 119 being the centerline point of ending of said paved driveway.

(3) A default judgment reforming the legal description on the Mortgage recorded on December 29, 2008, in Shelby County Probate Court at instrument number 20081229000475360, in which Camara L. Frye granted CitiFinancial Corporation, LLC⁽¹⁾ a mortgage on the Subject Parcel, is hereby entered against the defendants: Camara Frye, Ricky L. Harris, Tamara M. Harris, and Capital One Bank USA. The legal description on said mortgage is reformed to read:

Commence at the SW corner of Section 11, Township, 22S, Range 3W, Shelby County,



Alabama and run N00.00'00"E for 915.51 feet, thence N56.57'28"W for 182.55 feet, thence N33.03'45"E for 213.70 feet, to the point of beginning, thence continue N33.03'45"E for 66.79 feet, thence N66.05'52"E for 132.08 feet, thence S57.49'18"E for 193.84 feet, thence S32.10'42"W for 180.57 feet, thence N56.56'15"W for 268.60 feet back to the point of beginning. Said parcel contains 1.00 acres -.

Centerline 8' Wide Paved Driveway

Commence at the SW corner of Section 11, Township 22S, Range 3W, Shelby County, Alabama and run N00.00'00"E for 915.51 feet, thence N56.57'28"W for 182.55 feet, thence N33.03'45"E for 213.70 feet, thence S56.56'15"E for 12.80 feet to the centerline point of beginning of an 8 foot wide paved driveway, thence along said driveway N74.49'18"E for 183.28 feet, thence N07.19'52"E for 58.32 feet, thence N60.17'23"W for 253.49 feet, thence N49.28'01"W for 129.89 feet, thence N86.54'26"W for 70.82 feet, thence S55.51'20"W for 303.98 feet, thence N69.49'39"W for 171.03 feet, thence N58.09'10"W for 233.62 feet to the SE right of way of Highway 119 being the centerline point of ending of said paved driveway.

(4) A default judgment declaring that the Plaintiff has a valid mortgage that is superior to all other lienholders on the following parcel of land:


Commence at the SW corner of Section 11, Township, 22S, Range 3W, Shelby County, Alabama and run N00.00'00"E for 915.51 feet, thence N56.57'28"W for 182.55 feet, thence N33.03'45"E for 213.70 feet, to the point of beginning, thence continue N33.03'45"E for 66.79 feet, thence N66.05'52"E for 132.08 feet, thence S57.49'18"E for 193.84 feet, thence S32.10'42"W for 180.57 feet, thence N56.56'15"W for 268.60 feet back to the point of beginning. Said parcel contains 1.00 acres -.

Centerline 8' Wide Paved Driveway

Commence at the SW corner of Section 11, Township 22S, Range 3W, Shelby County, Alabama and run N00.00'00"E for 915.51 feet, thence N56.57'28"W for 182.55 feet, thence N33.03'45"E for 213.70 feet, thence S56.56'15"E for 12.80 feet to the centerline point of beginning of an 8 foot wide paved driveway, thence along said driveway N74.49'18"E for 183.28 feet, thence N07.19'52"E for 58.32 feet, thence N60.17'23"W for 253.49 feet, thence N49.28'01"W for 129.89 feet, thence N86.54'26"W for 70.82 feet, thence S55.51'20"W for 303.98 feet, thence N69.49'39"W for 171.03 feet, thence N58.09'10"W for 233.62 feet to the SE right of way of Highway 119 being the centerline point of ending of said paved driveway.

(5) The clerk of court shall certify copies of this judgment and record the same in the office of the Probate Judge of County, Alabama.

(6) Costs taxed as paid.


20151203000413360 4/5 \$26.00
Shelby Cnty Judge of Probate, AL
12/03/2015 02:35:35 PM FILED/CERT

Plaintiff, CitiFinancial Servicing LLC, a Delaware limited liability company, is the successor by merger to CitiFinancial Corporation, LLC, a Delaware limited liability company.

DONE this 17th day of November, 2015.

Thomas
CIRCUIT JUDGE

Certified a true and correct copy

Date: 11-23-15

Mary H. Harris
Mary H. Harris, Circuit Clerk
Shelby County, Alabama

20151203000413360 5/5 \$26.00
Shelby Cnty Judge of Probate, AL
12/03/2015 02:35:35 PM FILED/CERT