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58-CV-2014-901061.00  
CIRCUIT COURT OF  
SHELBY COUNTY, ALABAMA  
MARY HARRIS, CLERK

**IN THE CIRCUIT COURT OF SHELBY COUNTY,**

**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**

**Plaintiff,**

**v.**

**DONNA HODGE, JESSICA  
HODGE STEVENS, JENNIFER HODGE,  
and JOSH HODGE.**

**Defendants.**



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Shelby Cnty Judge of Probate, AL  
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**CV-2014-901061.00**

**ORDER**

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 ("U.S. Bank") for default judgment against Defendants Jessica Hodge Stevens, Jennifer Hodge, and Josh Hodge pursuant to Alabama Rule of Civil Procedure 55(b)(2) and also on the Motion for Summary Judgment of U.S. Bank against Defendants Jessica Hodge Stevens, Jennifer Hodge, and Josh Hodge.

As the motion for default judgment was filed after Defendants Jessica Hodge Stevens and Jennifer Hodge were duly served with the summons and First Amended Complaint and, after Jessica Hodge Stevens and Jennifer Hodge, not being infants or unrepresented incompetent persons, failed to plead or otherwise defend the action, this motion is well-taken as to these Defendants and Default is due to be entered against Defendants Jessica Hodge Stevens and Jennifer Hodge.<sup>1</sup>

<sup>1</sup> On February 2, 2015, this Court entered an Order of Default Judgment against Defendant Donna Hodge.

After considering U.S. Bank's motion for summary judgment, its evidentiary submission in support thereof, and the oral arguments of counsel, the Court determines that the Motion for Summary Judgment of U.S. Bank against Defendant Josh Hodge is well-taken and due to be Granted.

Based upon the above, **IT IS HEREBY ORDERED** and **ADJUDGED** that a Default Judgment is granted in favor of U.S. Bank as to Defendants Jessica Hodge Stevens and Jennifer Hodge and Summary Judgment is granted in favor of U.S. Bank as to Defendant Josh Hodge, 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" or "the Property") to "PERRY HODGE AND WIFE DONNA HODGE," which deed was recorded on July 11, 1996 in instrument number 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 1996-22312 (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 ¼ 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.



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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.

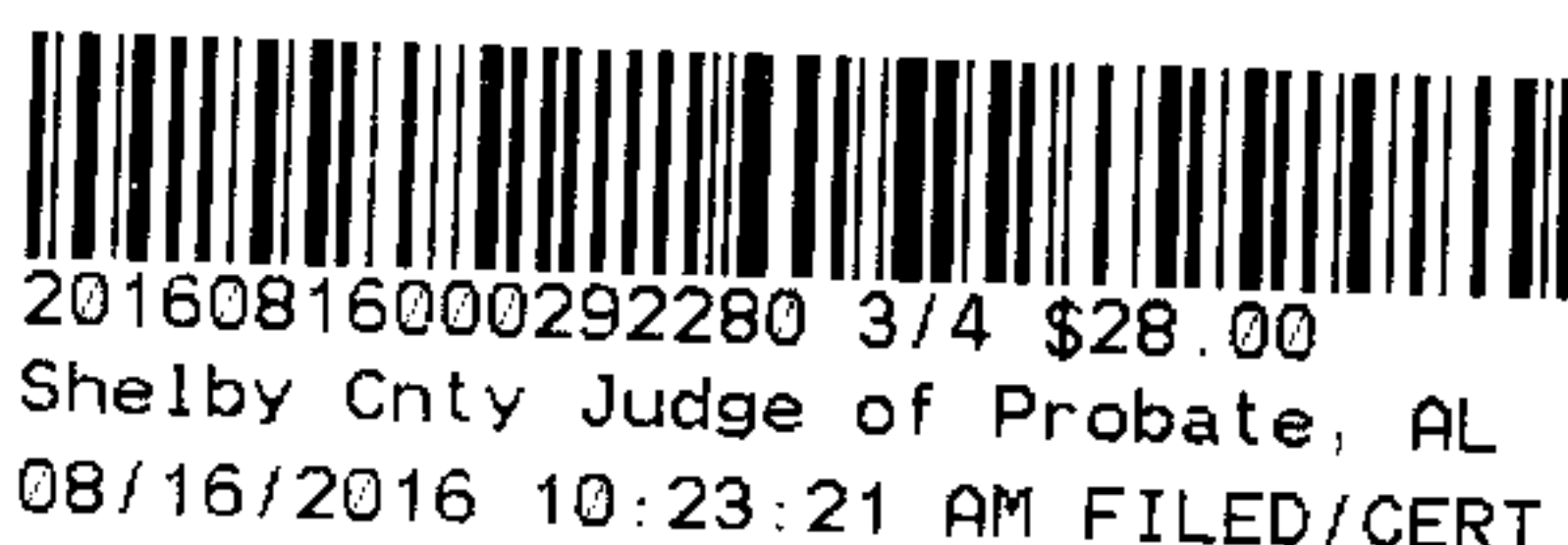
6. On April 9, 2007, Perry Hodge and Donna Hodge, husband and wife, executed and delivered a Loan Modification Agreement (the "Loan Modification Agreement") on the Subject Property in favor of U.S. Bank, with an effective date of May 1, 2007, and recorded on June 5, 2007 at instrument number 20070605000260640.

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 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.

10. The Mortgage, the Assignment and the Loan Modification Agreement are hereby reformed *nunc pro tunc* to the date of their respective executions to contain that legal description.



contained in Vesting Deed 1 and Vesting Deed 2, as stated in Paragraph 3 of this Order. This reformation of the Mortgage, Assignment, and Loan Modification Agreement relates back to the original recording of each, and thus the Mortgage is a valid and enforceable first position lien upon the Subject Property, superior to and having priority over any subsequently recorded liens.

DONE this the 10<sup>th</sup> day of Aug., 2016.

*Lara M. Alvar*

CIRCUIT JUDGE



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