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58-CV-2017-901068.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

DEUTSCHE BANK NATIONAL TRUST,
COMPANY,
Plaintiff,

V.

THOMAS GARY W.,
LOPEZ JORGE A.,
LOPEZ NANCY,
Defendants.

Case No.: CV-2017-901068.00



20180425000138330 1/5 \$28.00
Shelby Cnty Judge of Probate, AL
04/25/2018 09:11:49 AM FILED/CERT

ORDER OF JUDGMENT BY DEFAULT AND FINAL JUDGMENT

This Court, having reviewed and taken notice of the pleadings herein, and noting that Defendants Jorge A. Lopez, Nancy Lopez and Gary W. Thomas were each duly and properly served with Plaintiff's Complaint for Reformation, to Quiet Title, and For Other Relief, and they failed to plead or otherwise defend the allegations against them, and they are thus in default; and this Court finding that Deutsche Bank National Trust Company, as Trustee for Securitized Asset Backed Receivables LLC Trust 2007-BR5, Mortgage Pass-Through Certificates, Series 2007-BR5 is entitled to the relief which is set forth in this Judgment.

THE COURT FINDS THAT AS A MATTER OF FACT AND LAW:

1. This Court has jurisdiction over this matter, and venue is proper in that this action affects title to real estate which has a common mailing address of 430 Forest Lakes Drive, Sterrett, Alabama 35147 and is situated entirely within Shelby County, Alabama, to wit:

LOT 164 ACCORDING TO THE SURVEY OF FOREST LAKES
SUBDIVISION 3RD SECTOR 2ND PHASE AS RECORDED IN MAP
BOOK 32 PAGE 26 A AND B IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.

(the "Property" and/or the "Correct Legal Description").

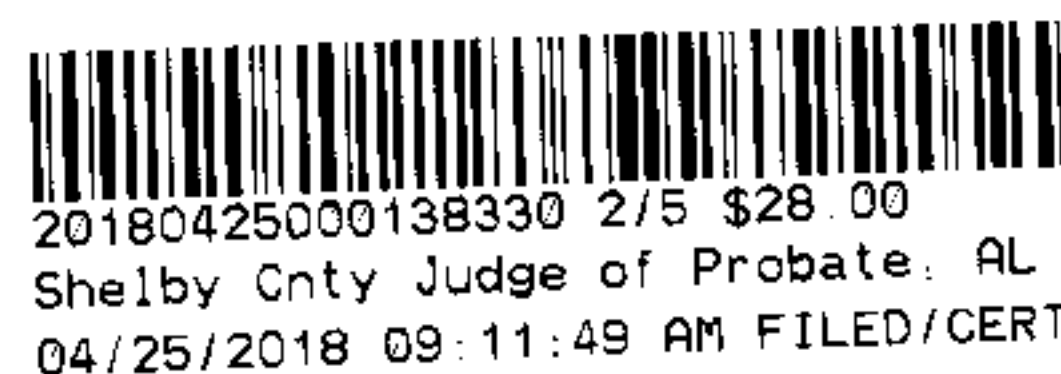
2. 2. On or about June 4, 2004, Gary W. Thomas, Ginger Latta and Matthew R. Latta acquired the Property via that certain Joint Tenants with Right of Survivorship Statutory Warranty Deed, which said deed was recorded on June 23, 2004, as Instrument no. 20040623000341250 in the Office of the Judge of Probate for Shelby, County, Alabama. Said deed contained the Correct Legal Description of the Property.

3. On or about November 26, 2006, Gary W. Thomas conveyed his interest in the Property to Ginger Latta and Matthew R. Latta via that certain Joint Tenants with Right of Survivorship Quit Claim Deed (the "**Latta Deed**"), which said deed was recorded on November 30, 2006, as Instrument no. 20061130000580610 in the Office of the Judge of Probate for Shelby, County, Alabama.

4. Jorge A. Lopez and Nancy Lopez (the "**Lopez Defendants**") via that certain Joint Tenants with Right of Survivorship Warranty Deed (the "**Lopez Deed**"), which said deed was recorded on November 30, 2006, as Instrument no. 20061130000580620 in the Office of the Judge of Probate for Shelby, County, Alabama.

5. Also on or about November 27, 2006, the Lopez Defendants granted a primary mortgage against the Property, in the amount of \$236,000.00, and in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Lender Home123 Corporation and its successors and assigns (the "**Primary Mortgage**"), which said mortgage was recorded on November 30, 2006, as Instrument no. 20061130000580630 in the Office of the Judge of Probate for Shelby, County, Alabama.

6. Also on or about November 27, 2006, the Lopez Defendants



granted a secondary mortgage against the Property, in the amount of \$59,000.000, and in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Lender Home123 Corporation and its successors and assigns (the "**Secondary Mortgage**"), which said mortgage was recorded on November 30, 2006, as Instrument no. 20061130000580640 in the Office of the Judge of Probate for Shelby, County, Alabama.

7. The Incorrect legal description of the Property that is contained in each of the Latta Deed, the Lopez Deed, the Primary Mortgage, and the Secondary Mortgage (collectively, the "**Incorrect Deeds**") is as follows:

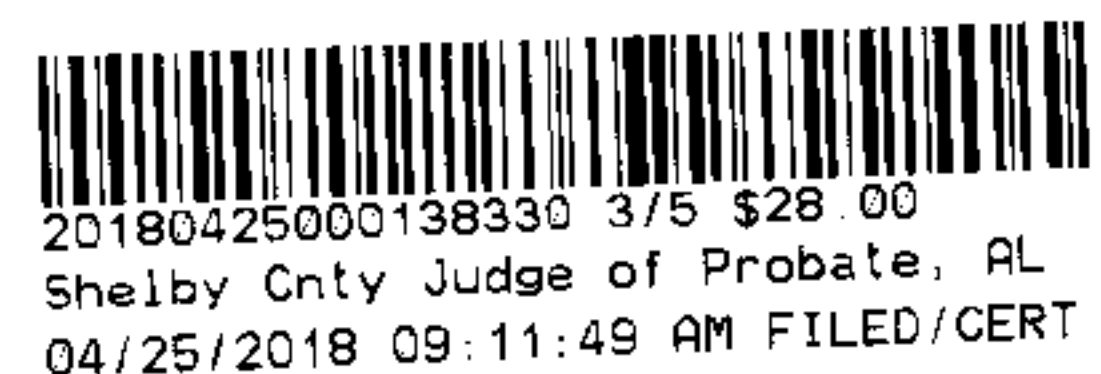
LOT 165 ACCORDING TO THE SURVEY OF FOREST LAKES
SUBDIVISION 3RD SECTOR 2ND PHASE AS RECORDED IN MAP
BOOK 32 PAGE 26 A AND B IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.

(the "**Incorrect Legal Description**"). The Incorrect Legal Description is substantially the same as the Correct Legal Description, except that it erroneously refers to the Property as being "Lot 165" instead of "Lot 164".

8. Due to scrivener's errors and contrary to the mutual understanding and pre-existing agreement between the parties to each of the Incorrect Deeds, the Incorrect Deeds were each prepared and accepted for recording containing the Incorrect Legal Description of the Property instead of the Correct Legal Description of the Property.

9. On or about June 6, 2012, the Secondary Mortgage was assigned to Plaintiff via that certain Corporate Assignment of Mortgage, which said assignment was recorded on June 7, 2012, as Instrument no. 20120607000201650 in the Office of the Judge of Probate for Shelby, County, Alabama.

10. On or about June 28, 2017, the Primary Mortgage was assigned



to Plaintiff via that certain Corporate Assignment of Mortgage, a copy of which was attached to Plaintiff's Complaint.

11. mutual intent of the parties thereto, but rather, were prepared, executed, delivered and recorded containing the Incorrect Legal Description and delivered and received by the parties thereto under a material mutual mistake of fact as to the correct legal description, which mistakes were unknown to the parties at the time each of the Incorrect Deeds were prepared, executed, delivered and recorded

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14. Plaintiff has no adequate remedy at law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

15. Title to the Property is quieted solely in the names of Jorge A. Lopez and Nancy Lopez, but subject to the valid, first-priority lien of the Primary Mortgage and the junior Secondary Mortgage, as each is reformed to include the Correct Legal Description;
16. Each of the Incorrect Deeds are reformed to replace the Incorrect Legal Description with the Correct Legal Description;
17. The Latta Deed was a valid conveyance of the interest of Gary W. Thomas in the Property as of November 26, 2006;
18. the Lopez Deed was a valid conveyance of the interests of Ginger Latta and Matthew R. Latta in the Property as of November 27, 2006;
19. The Primary Mortgage is a valid first-priority lien against the Property and encumbered the Property as a first priority lien as of November 27, 2006;
20. The Secondary Mortgage is a valid lien against the Property and encumbered the Property as of November 27, 2006;
21. Gary W. Thomas, and all others claiming by, through, or under said Defendant, be forever enjoined and estopped from asserting any right, title or interest in and to the Property whatsoever;

22. The Probate Judge is directed to enter any judgment from this action in the land records to reflect the matters addressed herein; and

23. Costs are taxed as paid.

DONE this 30th day of March, 2018.

CIRCUIT JUDGE

Certified a true and correct copy

Date: 04/11/18

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

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Shelby Cnty Judge of Probate, AL
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