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ORDER 1/2



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11/19/2018 2:09 PM  
58-CV-2018-900876.00  
CIRCUIT COURT OF  
SHELBY COUNTY, ALABAMA  
MARY HARRIS, CLERK

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

**KEVIN GIBSON and KARI GIBSON,**

**Plaintiffs,**

**v.**

**LOT 2, ACCORDING TO THE MAP OF  
RIDGECREST SUBDIVISION, PHASE  
ONE, SECTOR ONE, AS RECORDED IN  
MAP BOOK 34, PAGE 17, AND RE-  
RECORDED IN MAP BOOK 39, PAGE  
13 IN THE  
PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA.**

**v.**

**SHOAL CREEK BUILDING SERVICES,  
LLC. and TRUSTMARK NATIONAL  
BANK f/k/a BANKTRUST**

**Case No.: CV-2018-900876.00**

**Defendants.**

**ORDER**

THIS CAUSE comes before the Plaintiff's Motion for Default Judgment. The Defendant, Trustmark National Bank f/k/a Banktrust, having been duly served with the summons and complaint in this matter. The Defendant is neither an infant nor an unrepresented incompetent person. The Defendant failed to file an answer within the requisite time or otherwise plead.

That, at the time of the filing of the Complaint, Plaintiff claimed in its own right the fee simple title to, and was in actual possession of, the following described land:

**LOT 2, ACCORDING TO THE MAP OF RIDGECREST SUBDIVISION, PHASE ONE,  
SECTOR ONE, AS RECORDED IN MAP BOOK 34, PAGE 17, AND RE-RECORDED IN  
MAP BOOK 39, PAGE 13 IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA.. ("the Property")**

That at the time of the filing of the Complaint, no suit was pending to test Plaintiff's title to, interest in, or the right to possession of said land.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 11/21/2018 10:11:46 AM  
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*Allen S. Bayl*

That the Plaintiff's Complaint was filed against said land and against any and all persons claiming any title to, interest in, lien or encumbrance on said land or any part thereof, and was to establish the right or title to such land or interest, and to clear up all doubts or disputes concerning the same, and that said Complaint did in all respects comply with the provisions of the Code of Alabama (1975) § 6-6-651.

That Plaintiff named in the Complaint all Defendants known to Plaintiff after the exercise of due diligence. That the Plaintiff complied with all of the provisions of the law relative to this proceeding in rem to establish title to the land named herein.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

- a) That Plaintiff's Motion for Default Judgment against Defendant, Trustmark National Bank f/k/a BankTrust, is hereby GRANTED;
  - b) Due to Defendant Trustmark National Bank f/k/a BankTrust's failure to redeem, any title or interest claimed by Defendant, Trustmark National Bank f/k/a BankTrust, is hereby VESTED AND QUIETED in favor of the Plaintiff. Defendant, Trustmark National Bank f/k/a Bank Trust's claims to the Property are without any right. Defendant Trustmark National Bank f/k/a BankTrust, has no estate, right of redemption, title, lien, or interest in or to the Property or any part of the Property. Defendant, Trustmark National Bank f/k/a BankTrust, is permanently enjoined from asserting any estate, right of redemption, title, lien, or interest in or to the Property or any part of the Property;
  - c) That Plaintiff is entitled to the relief sought in the Complaint and that the fee simple title claimed by the Plaintiff in and to the above described land has been proven and that the Plaintiff is the owner of said land and has a fee simple title thereto, free and clear of all fee interest claims, liens and encumbrances of Defendant Trustmark National Bank f/k/a BankTrust, except such easements, covenants, restrictions, servitudes and mineral or similar interests otherwise appearing of record in the Office of the Judge of Probate of Jefferson County, Alabama, and that his title thereto be and is hereby established, and that all doubts and disputes concerning the same be, and are hereby, cleared up as to Defendant Trustmark National Bank f/k/a BankTrust;
  - d) Costs are taxed as paid.
- DONE this 19<sup>th</sup> day of Nov, 2018

*Clay B. Moore*