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58-CV-2018-900882.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

FREEDOM MORTGAGE CORPORATION,)
Plaintiff,)

V.)

) Case No.: CV-2018-900882.00

SARGENT WILLIAM J,)
SARGENT CANDACE K,)
Defendants.)

ORDER

This matter came before this Court on the Application and Affidavit for Entry of Default of Freedom Mortgage Corporation ("Plaintiff" or "Freedom"). Defendants William J. Sargent and Candace K. Sargent, having been served with Summons and a copy of the Complaint on or about October 3, 2018, but Defendants having failed to respond or otherwise defend this action; and Plaintiff having filed a Complaint for Reformation of Legal Instrument and Declaratory Judgment concerning a parcel of real property that is the subject of the Complaint and which has a reported physical address of 2596 Chandalar Lane, Pelham, AL 35124, and more particularly described as follows:

Lot 55, according to the Map and Survey of Chandalar South, First
Sector, as recorded in Map Book 5, Page 106, in the Probate
Office of Shelby County, Alabama.

(the "Property").

and this Court having considered the same and after determining there exists no reason for delay, this Court determines that Plaintiff is entitled to judgment by default against the Defendants. It is therefore **ORDERED, ADJUDGED and DECREED** as follows:

a. That Plaintiff's application and affidavit for entry of default against the Defendants is hereby



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Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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GRANTED;

- b. That the Mortgage recorded on or about April 29, 2013, in Instrument 20130429000174560 in the Shelby County Probate Office, Alabama, (the "Mortgage") be reformed to incorporate the correct legal description as listed above;
- c. That Plaintiff maintains a valid security interest in the Property;
- d. That the Mortgage is a valid first position lien on the Property, prior and superior to the any other existing liens and/or judgments against the property;
- e. That Plaintiff is entitled to enforce any and all of its rights, title, and available remedies with respect to the Plaintiff's interest in the Property, including but not limited to, non-judicial foreclosure;
- f. That all the terms and provisions of the Mortgage are to remain in full force and effect; and
- g. That costs are taxed as paid.

DONE this 26th day of November, 2018.

Corey B. Moore
COREY B. MOORE, CIRCUIT JUDGE 12/07/18
Mary H. Harris
Mary H. Harris, Circuit Clerk
Shelby County, Alabama