



ELECTRONICALLY FILED
4/10/2019 10:32 AM
58-CV-2019-900077.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

HOME POINT FINANCIAL,
CORPORATION,
Plaintiff,

V.

BANDY JESSE BANDY A/K/A JESSE L.,
Defendant.

20190613000209210 1/4 \$24.00
Shelby Cnty Judge of Probate, AL
06/13/2019 01:18:26 PM FILED/CERT

Case No.: CV-2019-900077.00

DEFAULT JUDGMENT AND FINAL ORDER
AS TO JESSE BANDY AKA JESSE L. BANDY

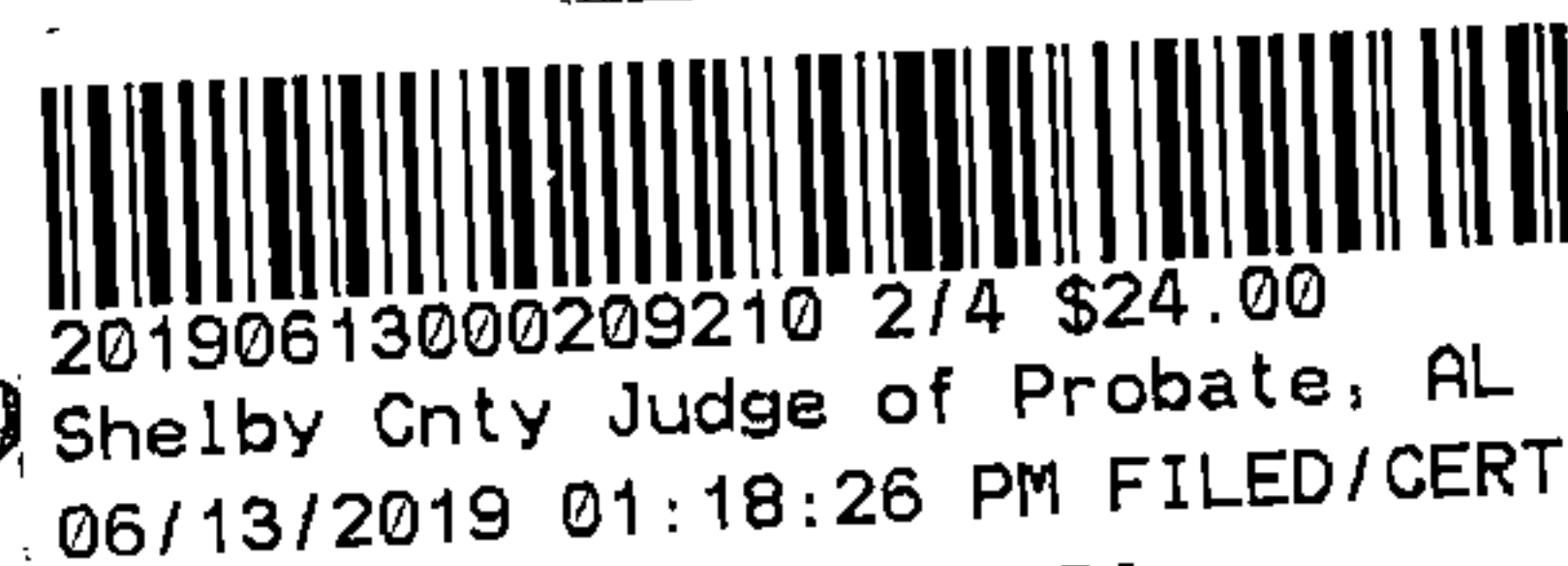
WHEREAS, the Motion for Default Judgment as to Defendant Jesse Bandy aka Jesse L. Bandy ("Mr. Bandy") filed by Home Point Financial Corporation, ("Home Point" or "Plaintiff"), having come before the Court, and after considering the Motion and the Affidavit submitted therewith, as well as all other pleadings and documents of record, the Court makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT(1)

This action involves real property and the improvements thereon known as 404 Oakwell Cove, Calera, Shelby County, Alabama 35040 (the "Property"), which is more particularly described as follows:

LOT 17 ACCORDING TO THE SURVEY OF CAMDEN COVE WEST, SECTOR 3, PHASE 1, AS RECORDED IN MAP BOOK 35, PAGE 14, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

On March 28, 2016, the Property was conveyed from Edward Ray Boyd and Jennifer P. Boyd to Mr. Bandy via Warranty Deed recorded May 12, 2016 at Instrument 20160512000161260, Office of the Judge of Probate, Shelby County, Alabama records (the "Warranty Deed").



20190613000209210 06/13/2019

On March 28, 2016, Mr. Bandy obtained a loan (the "Loan") from Southwest Funding, LP ("Southwest") in the original principal amount of One Hundred Ninety-One Thousand Four Hundred Sixty-Eight and 00/100 Dollars (\$191,468.00). To secure repayment of the Loan, Mr. Bandy executed a promissory note in favor of Southwest (the "Note").

On March 28, 2016, Mr. Bandy executed a Mortgage in favor of Mortgage Electronic Registrations Systems, Inc. ("MERS") solely as nominee for Southwest (the "Mortgage"). The Mortgage was recorded May 12, 2016, at Instrument 20160512000161270, Office of the Judge of Probate, Shelby County, Alabama records.

On January 18, 2018, the Mortgage was transferred to Plaintiff via that certain assignment of mortgage recorded January 18, 2018, at Instrument 20180118000018080, Office of the Judge of Probate, Shelby County, Alabama records (the "Assignment").

As a result of default by Mr. Bandy under the terms of the Mortgage, Plaintiff declared the entire principal balance immediately due and payable and provided notice of same. On May 7, 2018, the Property was foreclosed, as evidenced by the Mortgage Foreclosure Deed (the "Foreclosure Deed"), recorded May 17, 2018, at Instrument 20180517000170870, Office of the Judge of Probate, Shelby County, Alabama records.

The foreclosure sale was completed; however, it is the intention of the Parties to rescind the sale.

The Plaintiff filed its Complaint for Rescission and Declaratory Judgment on January 23, 2019, to effectuate the true intention of the parties by reforming the Office of the Judge of Probate, Shelby County, Alabama records to void the Foreclosure Deed



20190613000209210 3/4 \$24.00
Shelby Cnty Judge of Probate, AL
06/13/2019 01:18:26 PM FILED/CERT

20190613000209210 06/13/2019

thus rescinding the foreclosure sale, to reinstate the Mortgage as a first priority secured lien against the Property, and to reflect that Mr. Bandy is the record owner of the Property subject to the Mortgage and all inferior liens against the Property.

On February 10, 2019, Defendant Mr. Bandy was served with Summons and Complaint, as evidenced by the service return filed with this court. See [Doc. 6]. More than thirty (30) days have passed since Mr. Bandy was served, and to date, Mr. Bandy has failed to respond to the Complaint.

CONCLUSIONS OF LAW

By virtue of failing to file an Answer to the Complaint within thirty (30) days of service, Mr. Bandy is in default as a matter of law.

WHEREFORE, the Plaintiff's Motion for Default as to Mr. Bandy is hereby **GRANTED** and judgment is entered in favor of the Plaintiff as follows:

- (A) That the Office of the Judge of Probate, Shelby County, Alabama records are hereby reformed to reflect that the Foreclosure Deed, recorded at Instrument 20180517000170870, Office of the Judge of Probate, Shelby County, Alabama records, is void, thus rescinding the May 7, 2018 foreclosure sale of the Property;
- (B) That the Mortgage, recorded at Instrument 20160512000161270, Office of the Judge of Probate, Shelby County, Alabama records, is hereby reinstated of record as a valid, enforceable, first priority security interest against the Property;
- (C) That any inferior security interests and liens of record are hereby reinstated to the respective positions they held prior to the May 7, 2018,



20190613000209210 4/4 \$24.00
Shelby Cnty Judge of Probate, AL
06/13/2019 01:18:26 PM FILED/CERT

20190613000209210 06/13/2019

foreclosure sale; and

- (D) That Jesse Bandy aka Jesse L. Bandy is hereby declared the record title owner of the Property subject to the Mortgage and all inferior interests of record.


[1] "The default judgment represents an admission of the facts of the complaint by the defendant." *Martin v. Cash Exp., Inc.*, 60 So. 3d 236, 241 (Ala. 2010) (citing *Jones v. McGaha*, 470 So.2d 1272, 1273 (Ala.Civ.App.1985)).

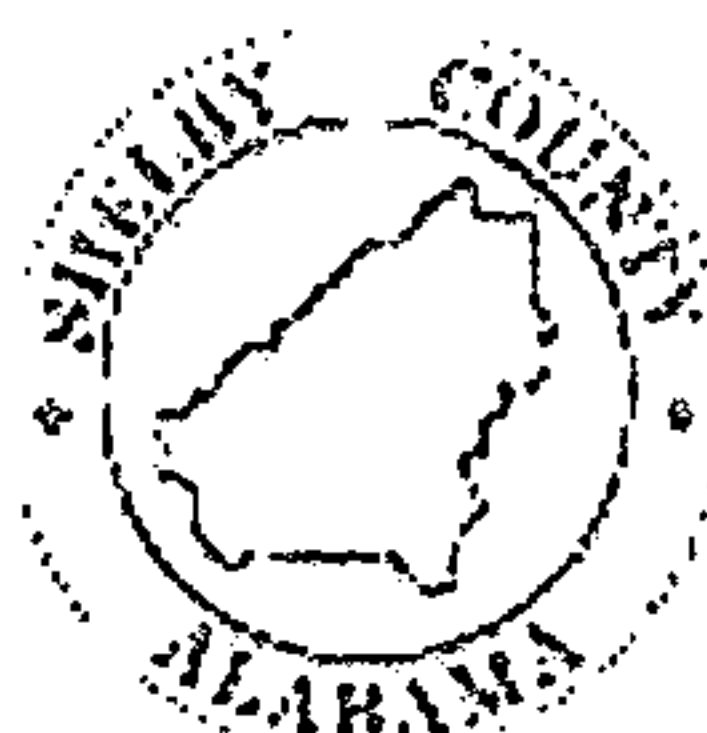
DONE this 10th day of April, 2019.

/s/ LARA M ALVIS
CIRCUIT JUDGE

Certified a true and correct copy

Date: 06/05/19


Mary H. Harris, Circuit Clerk
Shelby County, Alabama



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/13/2019 01:18:26 PM
\$24.00 CHARITY
20190613000209210

Allen S. Bayl