

MARY BETH SMITH,

Plaintiff,

vs.

W. W. ABBOTT and
MAUDE CORY ABBOTT,


Defendant.

X
X
X
X
X

IN THE CIRCUIT COURT OF

SHELBY COUNTY, ALABAMA

CASE NO. CV-78-4


 19801030000123840 Pg 1/3 .00
 Shelby Cnty Judge of Probate, AL
 10/30/1980 00:00:00 FILED/CERTIFIED
FINAL JUDGMENT

The above cause coming on for final judgment on the Complaint of Mary Beth Smith, the Answer and Counterclaim of Defendants, and the Plaintiff's Answer to said Counterclaim in Case No. CV-78-4,


And the Court having considered the Affidavits submitted to the Court, and having understood the same, makes the following findings of fact:

1. That the mortgage on the premises in question, from W. W. Abbott and wife, Maude Cory Abbott to Jefferson Federal Savings and Loan Association as referred to in Item 3 of the Agreement dated September 7, 1971, has been paid by the Abbotts.

2. That the Defendant, W. W. Abbott, has not personally received the monthly payments per said contract since the latter part of 1975, but that his wife, Maude Cory Abbott, has received such payments since that time.

3. That the Defendant, Maude Cory Abbott, conveyed her interest in said real estate the subject of said contract, to the Defendant, W. W. Abbott by deed dated June 28, 1976 and recorded in Deed Book 300, Page 786 in the Probate Office of Shelby County, Alabama.

4. That the Plaintiff, Mary Beth Smith, acquired all the right, title and interest of Jerry B. Meadows in and to the contract or agreement the subject of this suit, by instrument dated March 14, 1973.

FILED IN OFFICE THIS THE	16 th	DAY
OF	September	1980
		
Clerk of Circuit Court Shelby County, Alabama		

Mary Beth Smith
 P.O. Box - 953
 Alabama, Ala - 35007

BOOK 329 PAGE 517

5. That the Plaintiff may have failed in fact to comply totally with the terms of said agreement, but the Court finds that the Plaintiff has substantially complied with the terms of said agreement.

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED and DECREED by the Court as follows:

1. That the Plaintiff, within three (3) days from the entry of this decree, deliver to the Defendant, W. W. Abbott, a check in the amount of \$4,400.00.

2. That the Defendant, within three (3) days from the entry of this Decree, execute in favor of the Plaintiff, a good and sufficient warranty deed conveying to Plaintiff in fee simple, absolute, the following described property:

Commence at the NW corner of Section 2, Township 21 South, Range 3 West; thence run South along the West line of Section 2, a distance of 362.40 feet; thence turn an angle of 83 deg. 13 min. to the left and run a distance of 516.37 feet to the point of beginning; thence continue in the same direction a distance of 129.90 feet; thence turn an angle of 81 deg. 51 min. to the left and run a distance of 122.91 feet; thence turn an angle of 99 deg. 08 min. to the left and run a distance of 145.00 feet; thence turn an angle of 87 deg. 53 min. to the left and run a distance of 119.20 feet to the point of beginning. Situated in the NW $\frac{1}{4}$ of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama.

Commence at the NW corner of Section 2, Township 21 South, Range 3 West; thence run South along the West line of Section 2, a distance of 362.40 feet; thence turn an angle of 83 deg. 13 min. to the left and run a distance of 646.27 feet; thence turn an angle of 81 deg. 51 min. to the left and run a distance of 122.91 feet to the point of beginning; thence turn an angle of 9 deg. 16 min. to the left and run a distance of 75.83 feet; thence turn an angle of 90 deg. 11 min. to the left and run a distance of 145.00 feet; thence turn an angle of 89 deg. 49 min. to the left and run a distance of 75.00 feet; thence turn an angle of 89 deg. 52 min. to the left and run a distance of 145.00 feet to the point of beginning. Situated in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama.

3. That in default of the execution and delivery of said deed this decree shall have the effect and operation, at law and in equity, of such conveyance, so as to vest plaintiff with fee simple absolute title to said premises.

4. That the Plaintiff recover no damages from the Defendant for the withholding of said real property from the Plaintiff.

5. That the costs of Court in this cause accrued be,
and the same are hereby, taxed jointly against the Plaintiff and
Defendant.

DONE THIS 11 DAY OF September, 1980.

Harold E. Walden
HAROLD E. WALDEN
CIRCUIT JUDGE

19801030000123840 Pg 3/3 .00
Shelby Cnty Judge of Probate, AL
10/30/1980 00:00:00 FILED/CERTIFIED

BOOK 329 PAGE 519

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

1980 OCT 30 PM 11:56

William A. Shoultz, Jr.
CLERK OF PROBATE

Deed tax - 4.50
Rec. 4.50
Ord. 1.00
10.00

Certified a true and complete copy

Kyle Lunsford
Clerk of Circuit Court