

3707

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

PEA RIDGE HOUSE OF PRAYER,
an unincorporated religious
association; GLADYS BOOTHE
and LINDA CLAYTON,

Plaintiffs,

vs.

DORIS HERRON, et al.,

Defendants.

CIVIL ACTION NO.: CV-88-020

SETTLEMENT AGREEMENT

COME NOW the parties to the above case, including the intervenor, Cincinnati Insurance Company, by and through their respective attorneys of record, and submit this settlement agreement to the Court in support of Order of Dismissal. The parties set forth and stipulate the following:

1. In order to reach full and final settlement of the claims made the basis of this case, including the intervention of Cincinnati Insurance Company, the defendants hereby agree to pay the plaintiffs the sum of \$1,500.00.

2. It is agreed that, as a part of the settlement and resolution of the claims made the basis of this litigation, including the intervention of Cincinnati Insurance Company, the plaintiffs will transfer any and all legal and/or equitable title to the real property made the basis of this litigation to the defendants. In that regard, the plaintiffs will execute any and all

4307 Hwy 10
Montevallo, AL
35115

documents necessary to transfer equitable and/or legal title of the plaintiffs to the defendants. Additionally, the plaintiffs shall be entitled to all personal property owned by the Pea Ridge House of Prayer, Inc. The defendants shall allow the plaintiffs to take possession thereof.

3. In order to resolve the intervention of Cincinnati Insurance Company, the plaintiffs hereby agree to accept the sum of \$7,986.15. In consideration of the receipt of said sum of money, the plaintiffs and defendants hereby agree to release Cincinnati Insurance Company with regard to any and all claims for damages pursuant to that policy of insurance issued by Cincinnati Insurance Company to Pea Ridge House of Prayer bearing policy number 54-02-58 with effective policy period from May 20, 1986 through May 20, 1989.

4. For that the claims made the basis of this litigation, including the intervention of Cincinnati Insurance Company, will be dismissed, with prejudice, with each party to bear their own court costs and/or expenses.

5. The parties to this litigation, and who have agreed to this settlement agreement, and who have agreed to execute their names to this document, hereby acknowledge that they are over the age of 21 years and that they are of full and sound mind and are capable of handling their affairs. Said individuals also acknowledge that they have read the contents of this document and that they fully understand same and are executing the settlement agreement voluntarily and as a matter of their own free will.

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For Pea Ridge House of Prayer

Gladys Boothe
Gladys Boothe

Sworn to and subscribed before me this 18th day of Feb.,
1991.

Lynnda M. DeArman
Notary Public

My commission expires: 3/21/94

Linda Clayton
Linda Clayton

Sworn to and subscribed before me this 18th day of Feb.,
1991.

Lynnda M. DeArman
Notary Public

My commission expires: 3-21-94

Doris Herron
Doris Herron, individually and as
trustee for Light of the Word
Holiness Church

Sworn to and subscribed before me this 1st day of March,
1991.

Sonya A. Moore
Notary Public

My commission expires: 2/4/94

Linda Clayton
Linda Clayton, Designated
representative for the PEA Ridge
House of Prayer

Sworn to and subscribed before me this the 19th day of March

1991.

Letitia C. Lawrence
Notary Public

My Commission expires: 6-27-92

Mary Polk

Mary Polk, individually and as
trustee for Light of the Word
Holiness Church

Sworn to and subscribed before me this 7th day of March,
1991.

Sonya A. Moore

Notary Public

My commission expires: 2/4/94

Margaret McNeel

Margaret McNeel, individually and as
trustee for Light of the Word
Holiness Church

Sworn to and subscribed before me this 7th day of March,
1991.

Sonya A. Moore

Notary Public

My commission expires: 2/4/94

Hugh L. Whitman

Cincinnati Insurance Company

Sworn to and subscribed before me this 25 day of March,
1991.

Phyllis A. Good

Notary Public

My commission expires: MY COMMISSION EXPIRES MAY 3, 1994.

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ORDER

After considering the above, it is hereby ORDERED, ADJUDGED and DECREED that the above case is dismissed, with prejudice, costs taxed to the plaintiff.

DONE on this the _____ day of _____, 1991.

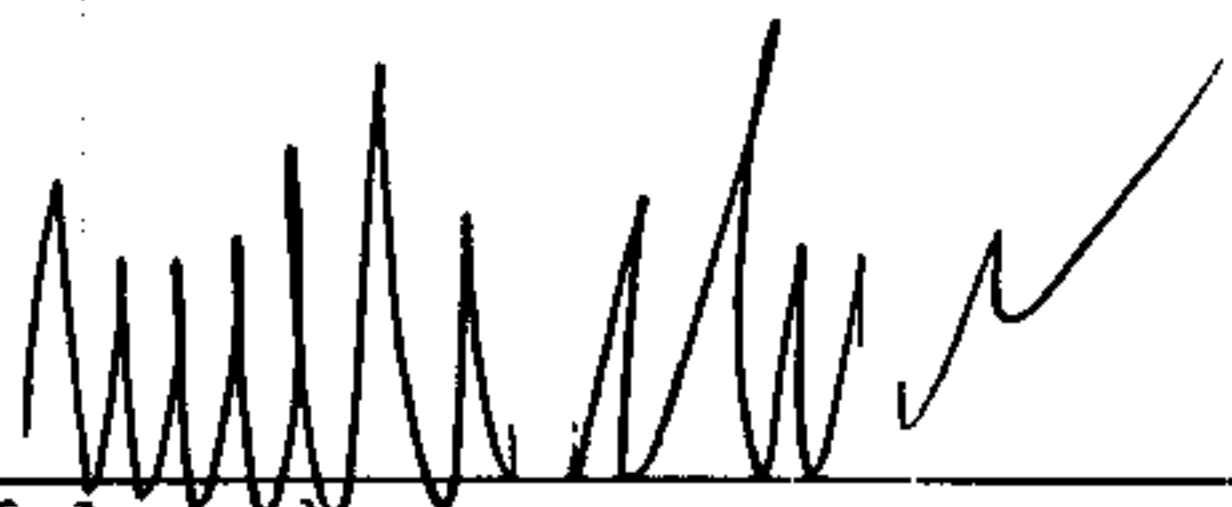
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have on this 2nd day of April, 1991, served a copy of the above and foregoing pleading on counsel for all parties to this proceeding by placing same in the U. S. Mail, properly addressed and first-class postage prepaid, to:

Edward D. Tumlin, Esq.
651 Beacon Parkway West
Suite 214
Birmingham, Alabama 35209

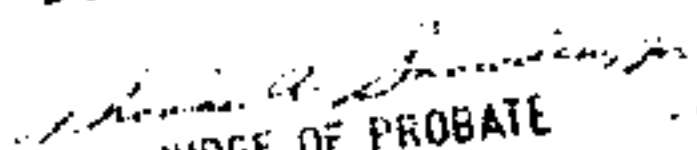
A. Allen Ramsey, Esq.
Heaps & Ramsey
2019 3rd Avenue North
Suite 100
Birmingham, Alabama 35203



Of Counsel

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

91 JUN 20 AM 9:44


JUDGE OF PROBATE

1. Dues	
2. Filing Fee	12.50
3. Court Fee	3.00
4. Process Fee	1.00
5. Other Fees	
Total	16.50