

FRANCES J. WOODRUFF,	)	IN THE CIRCUIT COURT OF
and	)	THE EIGHTEENTH JUDICIAL CIRCUIT
WILLIAM CLARENCE WOODRUFF,	)	OF ALABAMA
PLAINTIFFS	)	IN EQUITY
VS.	)	
SARAH SINCLAIR,	)	CIVIL ACTION NO: CV 79-305E
a non compos mentis	)	
DEFENDANT	)	



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 Shelby Cnty Judge of Probate, AL  
 05/28/1980 12:00:00 AM FILED/CERT

FINAL DECREE

This cause coming on to be heard upon the petition of Frances J. Woodruff, individually, and William Clarence Woodruff, individually and as legal guardian of Sarah Sinclair, a non compos mentis, to sell the realty described in the petition and owned jointly by the said Frances J. Woodruff and the said Sarah Sinclair as tenants in common to Randy D. Britt at private sale for the purchase price of \$35,000.00 as set forth in the contract of sale dated September 24, 1979, and attached to said petition as Exhibit "A"; and it appearing to the satisfaction of the Court that a guardian ad litem has been appointed to represent the interest of the said Sarah Sinclair, and that, after due and proper notice, the said guardian ad litem attended the hearing upon said petition and actively participated therein for and in behalf of the said non compos mentis; and it further appearing to the Court that the said Sarah Sinclair, herself, also duly was served with a copy of said petition in strict compliance with all of the requirements of the Alabama Rules of Civil Procedure; and it appearing to the Court that it is to the best interest of the said non compos mentis that her one-half (1/2) undivided interest in and to said realty be sold at private sale and her portion of the net proceeds of sale reinvested for her use and benefit, thereby advancing her interests; and it further appearing to the Court that a private sale of said realty would be more advantageous to the said non compos mentis than a public sale thereof, and that the interest earned on the purchase-money mortgage back also shall inure to her

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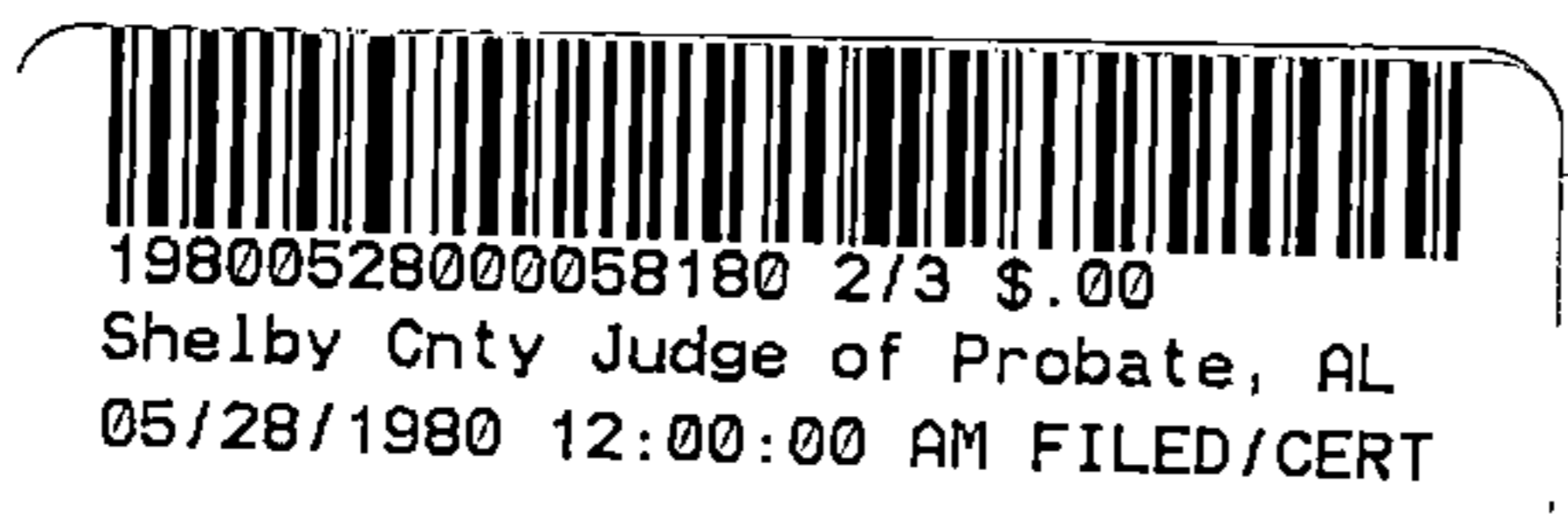
benefit; and it further appearing to the Court that the offer of \$35,000.00 made by the said Randy D. Britt is a reasonable offer, equaling or exceeding the reasonable market value of said land, and constituting the highest and best offer therefor; and it further appearing to the Court that all of the allegations contained in the Bill of Complaint are true and correct, and that all requirements of law have been complied with; and it further appearing to the Court, and the Court so finds, that it would be to the best interest of the said non compos mentis that her undivided interest in and to the real estate described in the Bill of Complaint be sold to the said Randy D. Britt in accordance with the terms and provisions of Exhibit "A" to the said Petition:

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

(1) That the prayer of said petition is hereby granted and the said William Clarence Woodruff is hereby ordered to join with the said Frances J. Woodruff in the sale of the hereinbelow described real property at private sale to Randy D. Britt for the total price of \$35,000.00 payable \$10,150.00 in cash or Cashier's Check, and the balance of \$24,850.00 secured by purchase-money mortgage and note, bearing interest at the rate of 8 per cent per annum from date and payable over a period of five years in 60 consecutive equal monthly installments of \$502.89 each, commencing on July 1, 1980, 1980, said property being legally described as follows:

Begin at the Southwest corner of the NW 1/4 of the NW 1/4 of Sec. 32, T-18-S, R-1-E, thence run North along the East line of said 1/4 1/4 Section a distance of 1169.04 feet to the Southeast right-of-way line of Shelby County Hwy. No. 43; thence turn an angle of 39 deg. 04 min. to the right and run along said R/W line a distance of 79.33 feet; thence turn an angle of 140 deg. 56 min to the right and run a distance of 556.92 feet; thence turn an angle of 123 deg. 50 min. 15 sec. to the left and run a distance of 532.22 feet; thence turn an angle of 107 deg. 01 min. 21 sec. to the right and run a distance

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of 637.50 feet; thence turn an angle of 68 deg. 06 min. 33 sec. to the right and run a distance of 151.16 feet; thence turn an angle of 13 deg. 22 min. 44 sec. to the right and run a distance of 619.88 feet to the point of beginning. Situated in the NW 1/4 of the NW 1/4 Sec. 32, T-18-S, R-1-E, and containing 10.00 acres. Minerals and mining rights excepted.

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

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(2) That the said William Clarence Woodruff be and he is hereby authorized, empowered, and directed to execute all instruments and documents reasonably necessary or proper to accomplish such sale and conveyance of the above described realty.

(3) That a fee of \$1,600.00 is hereby awarded to Walter Cornelius, Solicitor of Record for the Complainants, and made a part of the costs of this proceeding; and a fee of \$ 100<sup>00</sup> also is hereby awarded to the Hon. Hewitt L. Conwill, an Attorney at Law, Columbiana, Alabama, as guardian ad litem for the said non compos mentis, which fee is also made a part of the costs of this proceeding.

(4) That one-half of the above and foregoing fees, together with one-half of all other Court costs incurred in this proceeding, shall be paid at once by the said Randy D. Britt, as provided in said contract set forth as Exhibit "A", and the remaining one-half of said fees and costs shall be deducted from the proceeds of sale.

(5) That the cost of title insurance shall be paid by the said Sellers, as provided by said contract, and deducted from the proceeds of sale.

(6) That the balance due William T. Hammond and wife, Peggy Hammond, on the existing mortgage upon the above described realty also shall be paid from the cash payment received from the said Randy D. Britt for said realty, and that the said William Clarence Woodruff, as legal guardian for the said Sarah Sinclair, a non compos mentis, shall deposit her share of the remaining net proceeds of sale, if any, to her account, and shall invest the same, together with her share of all sums hereafter received on the Britt mortgage, in lawful trust investments for her use and benefit, and to provide for the general welfare and support and maintenance of the said non compos mentis.

DONE this the 27th day of May, 1980.

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