

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

REAL 2311 PAGE 572

In Re: 87)
W. JOE MAPES, SR.,)
Debtor,)
-----)
FIRST ALABAMA BANK OF BIRMINGHAM,) IN BANKRUPTCY NO. 81-07433
Plaintiff,) AP# 82-0805
VS.)
W. JOE MAPES, SR.,)
Defendant.)

CERTIFICATE OF JUDGMENT

I, JAMES E. VANDEGRIFT, Clerk of the United States District Court for the Northern District of Alabama, do hereby certify that on the 2nd day of February, 1983, a judgment was rendered by the United States Bankruptcy Court for the Northern District of Alabama in the above-styled cause, and registered in the United States District Court for the Northern District of Alabama on the 3rd day of February, 1983, pursuant to Rule 921, Rules of Bankruptcy Procedure, wherein it was ORDERED, ADJUDGED, AND DECREED that the debt of the Defendant, W. JOE MAPES, SR., to the Plaintiff, FIRST ALABAMA BANK OF BIRMINGHAM, in the amount of \$70,000 hereby is determined to be non-dischargeable. It is further ORDERED, ADJUDGED, AND DECREED that FIRST ALABAMA BANK OF BIRMINGHAM does hereby have judgment for \$70,000 against W. JOE MAPES, SR., together with interest from the date of this judgment. It is further ORDERED, ADJUDGED, AND DECREED that the letter agreement between the parties attached hereto as Exhibit "A" is incorporated herein by reference; and that RICHARD P. CARMODY is the Attorney of Record for FIRST ALABAMA BANK OF BIRMINGHAM in said cause.

Please return to:

Mr. Paul E. Toppins
LANGE, SIMPSON, ROBINSON & SOMERVILLE
1700 First Alabama Bank Building
Birmingham, Alabama 35203

See release 7342 - (6/26/84) 800X T PAGE 154

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WITNESS, My Hand and the Seal
of said Court, this the 21st
day of March, 1983.

James E. Vandegrift
JAMES E. VANDEGRIFT, Clerk
United States District Court

By: Genos Bell
Chief Deputy Clerk

Defendant's Address:

2237 Pine Crest Dr.
Birmingham, AL 35216

EXHIBIT "A"

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February 1, 1983

Mr. Harry M. Hutchings
Senior Vice President
First Alabama Bank of Birmingham
First Alabama Bank Building
Birmingham, Alabama 35203

Re: Letter Agreement Concerning Consent Judgment Determining
Debt To Be Non-Dischargeable

Dear Mr. Hutchings:

This letter sets forth the agreement between the First Alabama Bank of Birmingham and me concerning the entry of a consent judgment in the amount of \$70,000 by the United States Bankruptcy Court for the Northern District of Alabama, Southern Division, which judgment provides that the \$70,000 debt is non-dischargeable in my bankruptcy proceeding. This letter also sets forth the agreement between the bank and me concerning the actions of the bank to execute on that judgment and the ultimate satisfaction of that judgment.

The agreement is as follows:

1. A consent non-dischargeable judgment, of which this letter agreement forms a part, is to be entered against me in the amount of \$70,000. After the entry of that judgment, the bank will be entitled to record and register the judgment in any county that it deems proper. The bank agrees to forbear from executing on the \$70,000 judgment for a period of six months from the date of the judgment.
2. Upon the expiration of the 6-month period of forbearance, the bank will be entitled to execute on the \$70,000 non-dischargeable judgment unless it is paid the sum of \$15,000 on or before the date of the expiration of the 6-month period. If the bank receives the \$15,000 payment against the judgment, the bank will apply that amount to reduce the judgment and will continue to forbear from execution for an additional 6-month period.
3. If the bank continues to forbear for the additional 6-month period because of the payment of \$15,000, the bank agrees to satisfy the entire \$70,000 judgment if it is paid the sum of \$20,000 on or before the anniversary date of the entry of the \$70,000 consent judgment.

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Mr. Harry M. Hutchings
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4. If the bank does not receive the \$20,000 payment, it will credit the \$15,000 payment received against the \$70,000 judgment and have a right to execute against any and all of my assets to realize the remaining \$55,000 plus interest owed on the judgment.

5. The bank shall have the right to participate in the distribution of my bankrupt estate based on the full amount of its claim therein, and any sums received from said estate shall not be credited against the consent judgment, but shall be treated as separate and distinct from the payments due on the consent judgment.

If the foregoing fully expresses our understanding, please execute the original and copies of this letter in the space provided below so that the agreement can be presented to the Court for incorporation in its order of judgment.

Very truly yours,

W. Joe Mapes, Sr.
W. Joe Mapes, Sr.

The agreement expressed in the foregoing letter fully expresses the agreement between First Alabama Bank of Birmingham and W. Joe Mapes, Sr. and the bank agrees that this agreement can be incorporated in the consent judgment determining debt to be non-dischargeable.

DATED this 2d day of February, 1983.

FIRST ALABAMA BANK OF BIRMINGHAM

BY *Harry M. Hutchings, Jr.*
Its Senior Vice President

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1983 APR -4 AM 9:25
Thomas A. Shouder, Jr.
JUDGE OF PROBATE

Rec 6.00
Ind 1.00
7.00

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
REAL 2311 PAGE 572
MAR 28 3 19 PM '83
RECORDED & INDEXED
& \$1.00 MTD. TAX
HAS BEEN
PD. ON THIS INSTRUMENT.
O. F. Thomas
JUDGE OF PROBATE

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