

CERTIFICATE OF JUDGMENT

328

Case Number
CV 80 5484
Yr Number

IN THE CIRCUIT COURT OF JEFFERSON COUNTY

Plaintiff: Sandra T. Sirles

Judgment Date 2/17/84

Judgment \$ 20,000.00

Costs 79.00

Other

TOTAL \$ 20,079.00

vs

Defendant: Curtis White Companies, Inc.; Curtis White Construction Company, Inc.,
a corp; White and Associates; White and Associates, Inc., a corp; Curtis
White; J. Michael White-824 Parkway Dr. SW, Leeds, Al

Plaintiff's Atty. Bishop, Colvin & Johnson

Defendant's Atty. J. Fred Wood, Jr.

JUDGMENT RENDERED IN FAVOR OF

X

PLAINTIFF

DEFENDANT

JUDGMENT:

☐ Default

☐ Dismissal

☐ Detinue

☐ Other

☐ Consent

☐ Workman's Comp.

☐ Unlawful Detainer

☐ Non Suit

☐ Pro Ami

JUDGMENT CONDITIONS:

☐ With Exemptions

☐ With Prejudice

☐ Without Exemptions

☐ Without Prejudice

2/17/84 Order as per separate paper.
John N. Bryan, Jr.
Judge

SEE ATTACHED ORDER

BISHOP, COLVIN & JOHNSON

601 609 FRANK NELSON BUILDING
BIRMINGHAM, ALABAMA 35203-3668

Certified as a True Copy

CLERK

CLERK

BOOK U PAGE 816

See Release Order Book 58 Page 105 (8-7-84)

IN THE CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA

SANDRA T. SIRLES,

Plaintiff,

-v-

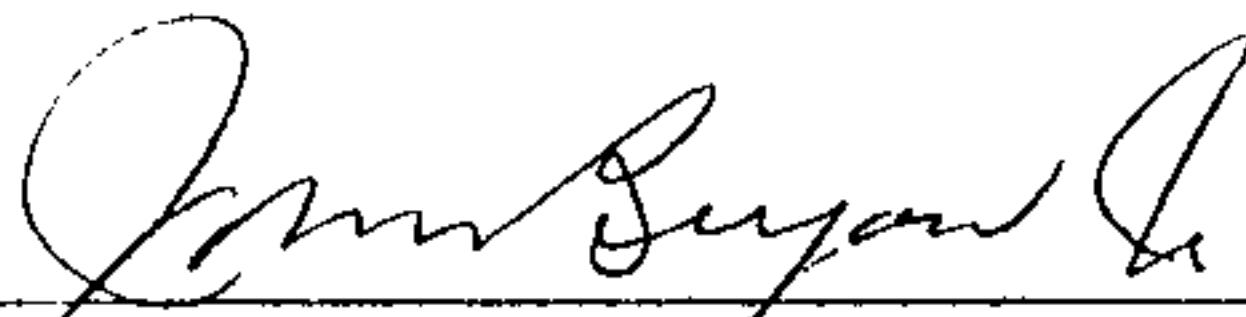
CURTIS WHITE CONSTRUCTION
COMPANY, INC., et al.,

Defendants.

CIVIL ACTION NO. CV 80-5484

O R D E R

By consent of the parties, it is hereby ORDERED, ADJUDGED
AND DECREED that the Plaintiff shall have and recover the total
sum of Twenty Thousand Dollars (\$20,000.00) against all Defendants,
jointly and severally.* Costs of this action are taxed to
Defendants.



JOHN N. BRYAN, JR.
Presiding Judge
Tenth Judicial Circuit

* in accordance with separate agreement of parties attached
hereto as "EXHIBIT A".

BOOK U CASE 817

A G R E E M E N T

WHEREAS, Sandra Sirles ("Sirles") is plaintiff in a civil action in the Circuit Court of Jefferson County, Alabama against Curtis White Construction Company, Inc., a corporation, White & Associates, Inc., a corporation, Curtis White, an individual, and J. Michael White, an individual, hereinafter collectively referred to as "the Defendants"; Civil Action No. CV 80-5484; and

WHEREAS, Sirles and the Defendants are desirous of settling and resolving the matters made the basis of the referenced litigation;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREAFTER SET OUT, IT IS AGREED BETWEEN SIRLES AND THE DEFENDANTS AS FOLLOWS:

1. A consent judgment in the amount of Twenty Thousand Dollars (\$20,000.00) shall be entered against all Defendants jointly and severally and against Curtis White Companies, Inc., formerly known as Curtis White Construction Company, Inc. Curtis White Companies, Inc. shall be added as a party defendant by agreement of the parties.

2. Said judgment shall be paid and satisfied on the following terms and conditions:

A. Plaintiff shall convey to Defendants or their designee(s) title to the property which is the subject matter of the above referenced litigation more specifically described as 550 Bridle Trace Drive, Leeds, Alabama.

B. Defendants shall pay to Plaintiff the sum of Twenty Thousand Dollars (\$20,000.00) in consideration for the equity of said premises and in satisfaction of the judgment entered against them. Ten Thousand Dollars (\$10,000.00) shall be paid by Defendants to Plaintiff at closing, One Thousand Dollars (\$1,000.00) of which shall be allocable to equity. In addition to said One Thousand Dollars (\$1,000.00), Nine Thousand Dollars (\$9,000.00) shall also be paid to Plaintiff at closing, which shall

take place April 15, 1984, or as soon as practicable thereafter. The remaining Ten Thousand Dollars (\$10,000.00) shall be paid by Defendants to Plaintiff according to the following schedule:

Five Thousand Dollars (\$5,000.00) on June 30, 1984 and Five Thousand Dollars (\$5,000.00) on September 30, 1984.

C. The purchase contemplated and agreed to herein shall be in the form of an assumption of an existing first mortgage on the subject property by Defendants. Defendants expressly agree to assume said mortgage and all obligations attendant thereto and to indemnify Plaintiff against any loss, expense, or liability in connection therewith.

D. Possession of subject property shall be delivered on closing.

E. There shall be no proration of taxes, insurance, interest or mortgage insurance, except that the parties may equitably prorate mortgage payment for the month of closing to reflect and correspond to actual period of use and possession of the property during said month by the parties.

F. No warranties, covenants, or representations of any kind respecting the condition of the property are made to Defendants or their vendees or assignees.

3. The consent judgment entered in the above styled cause shall not be recorded or enforced by Plaintiff except on default or breach of Defendants' obligations set forth herein.

4. It is agreed by the parties that this Agreement expresses a full and complete settlement of a disputed claim and represents the entire agreement of the parties, except that the parties acknowledge their implied obligation to seasonably and in good faith undertake and accomplish those things which may be necessary

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and appropriate to the fulfillment of the express terms of this Agreement.

IN WITNESS WHEREOF, we have set our hands this 17 day of February, 1984, as attorneys for the respective parties and with full authority to execute this agreement on behalf of said parties.

DOMINICK, FLETCHER, YEILDING,
ACKER, WOOD & LLOYD, P.A.
2121 Highland Avenue
P. O. Box 1387
Birmingham, Alabama 35201



J. FRED WOOD, JR., Attorney for
All Defendants

BISHOP, COLVIN & JOHNSON
601-09 Frank Nelson Building
Birmingham, Alabama 35203
(205) 251-2881

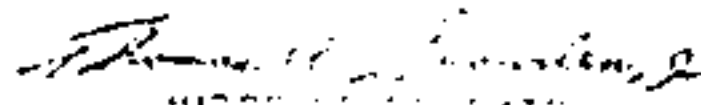


CARL E. JOHNSON, Attorney for
Plaintiff, Sandra T. Sirles

800-UPAGE 820

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

1984 MAY -7 AM 10:25


JUDGE OF THE COURT

Recd 9.50
Jud 1.00
10.50