

In the United States District Court
For the Northern District of Alabama
SOUTHERN DIVISION

GENERAL ELECTRIC CREDIT CORPORATION,

VS.

CIVIL ACTION NO. 85-G-0196-S

KINDRAL HANCOCK and JO ANN HANCOCK, in-
dividually, and d/b/a Metro Homes, and
Mobile Home Warehouse

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 30th day of January, 1985, a judgment was rendered by said Court in the above-styled cause wherein it was ORDERED, ADJUDGED and DECREED as follows:

(1) That Defendants, their agents, servants and employees are hereby permanently restrained and enjoined from:

(a) Selling, transporting, transferring, disposing of, or moving any of the mobile homes described in Exhibit "A", which is attached hereto and made a part hereof by reference, or any part thereof or any property therein or disposing of any proceeds derived from any sale thereof, without paying Plaintiff promptly when due, all sums of monies due Plaintiff pursuant to the terms of the Inventory Financing Agreements entered into by and between the parties.

(b) Disposing of the proceeds from the sale of the following mobile homes but are to pay the following amounts noted by each such mobile home to Plaintiff no later than the time specified herein, as follows:

Ritchey & Ritchey P.A.
11 West Oxmoor Rd Suite 405
Bham, Ala 35209

<u>YEAR</u>	<u>TRADE NAME</u>	<u>MANUFACTURERS NAME</u>	<u>SERIAL #</u>	<u>BALANCE DUE PLFF</u>	<u>PAYMENT TO BE MADE TO PLAINTIFF NO LATER THAN</u>
1979		Brigadire	0279	\$ 3,112.32	02/01/85
1972		DelRay	5410	3,112.32	02/01/85
1985	Cresswood	Guerdon Industries	5029	12,685.00	02/01/85
1985	Springhill	Spring Hill Homes	3277	15,747.00	03/01/85
1985	Springhill	Spring Hill Homes	3438	10,193.00	02/10/85
1985	North River	North River Homes	2518	17,790.00	02/10/85

(c) Denying Plaintiff the right to enter onto Defendants retail sales locations in Jefferson County and Shelby County, Alabama, and any buildings thereof, for the purpose of inspecting and securing all items of personal property in which Plaintiff has a security interest and to give Plaintiff the right to post a security guard on Defendants retail sales locations or any location where the mobile homes are located for the purpose of protecting its collateral.

(d) Selling, mortgaging, leasing, conveying, or in any manner transferring or disposing of any of their properties, real, personal or mixed, legal or equitable, against which Plaintiff would be entitled to a levy of execution for payment of any judgment secured by Plaintiff against Defendants on account of the things and matters alleged in this Order, except for those expenditures and purchases necessary in the ordinary course of Defendants business, without the written consent of Plaintiff, until such time as all monies due and payable Plaintiff have been paid in full.

(2) That Plaintiff have and recover from Defendants:

(a) The sum of EIGHT THOUSAND FIVE HUNDRED EIGHTY FIVE AND 86/100 (\$8,585.86) DOLLARS for 12/20/84 past due charges due which are to be paid by Defendants to Plaintiff no later than February 10, 1985.

(b) The sum of EIGHT THOUSAND SIX HUNDRED NINETY ONE AND 87/100 (\$8,691.87) DOLLARS for 01/20/85 pas due charges due which are to be paid by Defendants to Plaintiff no later than February 19, 1985.

(c) The sum of THREE THOUSAND NINE HUNDRED SIXTY NINE AND 26/100 (\$3,969.26) DOLLARS for 01/20/85 for past due curtailment payments due which are to be paid by Defendants to Plaintiff no later than February 19, 1985.

3. That Plaintiff have and recover from Defendants all of the mobile homes described in Exhibit "A", which is attached hereto and made a part hereof by reference, together with all furniture, fixtures, attachments, accessories, and equipment provided with each such home on its delivery to Defendants, or their alternative value, which is the amount shown on Exhibit "A" under "Balance Due Plaintiff" for each such mobile home, which total alternate value is SEVEN HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED FORTY EIGHT AND 98/100 (\$748,248.98) DOLLARS.

4. That Plaintiff have and recover from Defendants all expenses incurred by Plaintiff because of Defendants default, including but not limited to, bond costs, expenses for Equifax's inventory of the mobile homes, and guard service, which all such monies due Plaintiff to be paid by Defendants to Plaintiff within five days after receipt by Defendants of a statement for such expenses from Plaintiff.

5. That Plaintiff recover from Defendants the sum of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS for Plaintiff's attorney's fee incurred in this action, with such amount to be paid to Plaintiff or its attorney, RITCHEY & RITCHEY, P.A., no later than March 1, 1985.

6. That nothing in this Order is to limit in anyway the obligations and responsibilities owed by Defendants to Plaintiff under the agreements entered into

by and between the parties, including, but not limited to Defendants obligations to pay charges and curtailment payments promptly when due and to pay promptly when due all monies due Plaintiff upon Defendant's sale of any mobile home or other collateral in which Plaintiff has a security interest.

7. That this Order may be modified by the joint written consent to all parties at any time.

8. That the costs of this action are taxed against Defendants.

Albert E. Ritchey, RITCHEY & RITCHEY, P.A., is the Attorney of Record for the Plaintiff, GENERAL ELECTRIC CREDIT CORPORATION, in said cause.

WITNESS, My Hand and the Seal of
said Court, this the fifteenth day of
March, 1985.

JAMES E. VANDEGRIFT, CLERK

By:

Gene E. Bell
GENE E. BELL, Chief Deputy Clerk
United States District Court

DEFENDANTS' ADDRESS:

KINDRAL HANCOCK and JO ANN HANCOCK
d/b/a METRO HOMES and MOBILE HOME WAREHOUSE
3208 Decatur Highway
Gardendale, Alabama 35071

RECORDING FEES

Recording Fee	\$ 10.00
Index Fee	2.00
TOTAL	\$ 12.00

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

1985 MAR 15 PM 12:12

James E. Vandegrift
JUDGE