

1066

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA
LIGHTING & LAMP WHOLESALERS, INC.

PLAINTIFF,

V.

GEORGE W. CLARK, CLARA V. CLARK,
AND TOTAL CONCEPTS, INC.

DEFENDANT.

CASE NO. DV-86-820
FILED IN OFFICE, FILE

ORDER OF COURT

This cause coming on for hearing on this the 17th day of April, 1987 and Plaintiffs and Defendants being represented by counsel,

By stipulation of the parties, George W. Clark and Clara V. Clark are hereby dismissed as Defendants.

The Parties having stipulated that the amount of attorney's fee in this matter, should this Court determine that an attorney's fee is applicable, is the sum of \$1,212.90, and

The Parties further stipulating that on or about 11-24-86 and 12-5-86, in two separate installments, Plaintiff was paid by Defendant the balance due to Plaintiff, with the exception of attorneys fees which are the issue in this cause, and

This Court having heard and considered the evidence and exhibits and other matters in this cause, does find as follows:

1. Defendant and Plaintiff did enter into some form of agreement on or about 11-21-86, whereby Plaintiff would refrain from filing a lien or suit provided Defendant would make payment of the balance due Plaintiff in two installments. This agreement, neither excluded nor included attorney fees due to that point.
2. Defendant did make payment of the balance due Plaintiff, less any attorneys fees, and suit was filed by Plaintiff's attorney on the same date Plaintiff made his first payment, and, absent the above stated stipulation, Defendant's liability for an attorney's fee would be only the fee earned by the attorney as of 11-24-86.
3. Defendant is liable for some amount of attorneys fees, and the parties have stipulated that, if any attorneys fees are allowable, the amount of those fees would be \$1,212.90.

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note

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4. The parties have stipulated that Plaintiff's lien, and suit thereon, have been filed properly and within the proper time limits, and that an issue is presented to this Court as to whether or not this Court's award of any attorney's fee constitutes a lien on the subject property.

Wherefore the premises considered, this Court does Order the following:

a. A money judgment is hereby entered in favor of the Plaintiff and against the Defendant, Total Concepts, Inc., in the sum of \$1,212.90.

b. A lien is hereby affixed and established for the amount of \$654.97 on the following described real property owned by the Defendant, Total Concepts, Inc., located and situated in Shelby County, Alabama, to-wit:

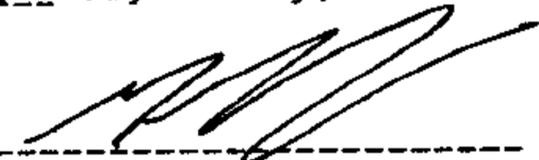
Lot 6, according to the Map and Survey of Skyline Estates, Third Sector, as recorded in Map Book 9, Page 99 A & B in the Probate Office of Shelby County, Alabama.

c. A lien is hereby affixed and established in the amount of \$557.93 on the following described property owned by Defendant, Total Concepts, Inc., located and situated in Shelby County, Alabama, to-wit:

Lot 5, according to the Survey of Skyline Estates, Third Sector, as recorded in Map Book 9, Page 99 A & B in the Probate Office of Shelby County, Alabama.

Furthermore, the Court hereby orders that the above described property be condemned and sold in satisfaction of the aforesaid liens herein established, and that the District Court transmit all papers and a certified transcript of this judgment to the Circuit Clerk for execution.

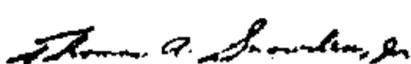
DONE AND ORDERED on this the 27th day of May, 1987.


George C. Simpson,
District Judge

Please return to:
Greggory M. Deitsch, Esq.
SIROTE, PERMUTT, McDERMOTT, SLEPIAN, FRIEND,
FRIEDMAN, HELD & APOLINSKY, P.C.
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Birmingham, Alabama 35201

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JUDGE OF PROBATE

Rec 5.00
Jud 1.00
6.00