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TENTH JUDICIAL CIRCUIT OF ALABAMA
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REAL 2786 PAGE 866

JUDY MORING, Deputy Clerk

CERTIFICATE

STATE OF ALABAMA

TENTH JUDICIAL CIRCUIT OF ALABAMA

JEFFERSON COUNTY

CIRCUIT COURT CASE # CV 81 780

I, Polly Conradi, Clerk of the Circuit Court, Tenth Judicial Circuit of the State of Alabama, in and for the County of Jefferson, do hereby certify that the following pages numbered one to 3 are true and correct copies of the

FINAL JUDGMENT

in the case of

William T. Cupps, James A. Creel, Jr. & Leon McLemore

VS

W. Earl Albin

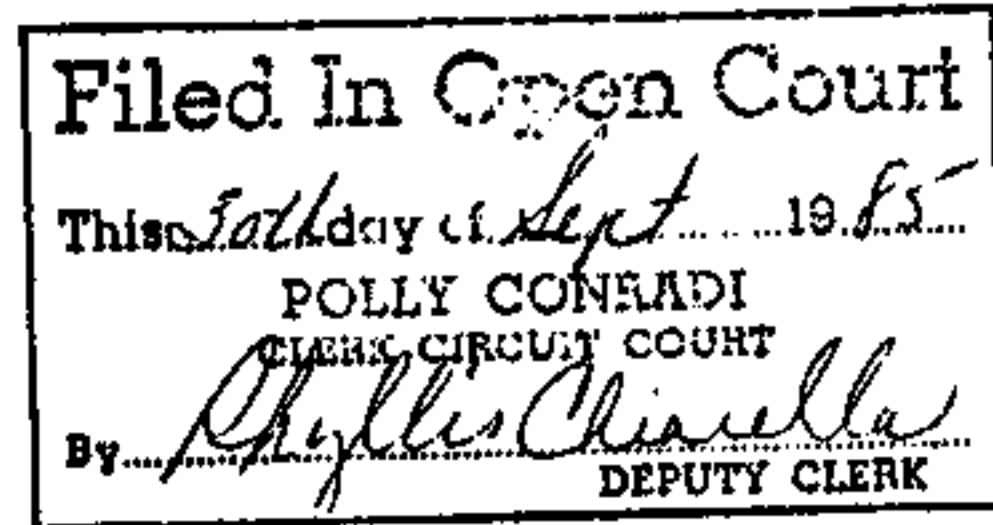
Witness my hand and seal this the 10th day of October, 1985.


POLLY CONRADI, CLERK

BOOK 158 PAGE 907

IN THE CIRCUIT COURT FOR THE
TENTH JUDICIAL CIRCUIT OF ALABAMA

WILLIAM T. CUPPS, JAMES A.)
CREEL, JR., and LEON MCLEMORE,)
Plaintiffs,)
vs.)
W. EARL ALBIN,)
Defendant.)



CIVIL ACTION NO. CV 81-0780

FINAL JUDGMENT

This case has been submitted to this Court for decision on the Motion for Summary Judgment filed by the plaintiffs, William T. Cupps, James A. Creel, Jr., and Leon McLemore.

The plaintiffs make claim against Albin as the guarantor of a promissory note executed by Alabama Fuel Sales Company, Inc., dated December 14, 1979. Under the terms of the promissory note, W. Earl Albin agreed to pay on January 15, 1980, the following:

... The difference between thirty percent (30%) of the total purchase price and One Hundred Fifty Thousand Dollars (\$150,000.00), plus an additional One Hundred Seventy Thousand Dollars (\$170,000.00), with interest thereon at the rate of twelve and one-half percent (12 1/2%) annually. The total purchase price is to be determined as provided in the agreement between the parties on December 14, 1979.

According to the evidence submitted, the total purchase price agreed upon by the plaintiffs and Albin was as follows:

Contract price	\$500,000.00
Difference in accounts receivable and liabilities	174,688.97
Excess machine hours to Thompson Tractor	<u>37,356.76</u>
Net total	\$712,045.73

The following payments have been credited against the purchase price:

Net sales price	\$712,045.73
Paid 12-15-79	<u>-150,000.00</u>
Balance	\$562,045.73
Interest from 12-15-79 to 1-15-80 at 12½% interest per annum	<u>+ 5,854.64</u>
Amount due 1-15-80	\$567,900.37
Less amount paid 1-15-80	<u>-318,684.37</u>
Balance as of 1-15-80	\$249,216.00
Interest from 1-15-80 to 1-15-81 at 12½% interest per annum	<u>+ 31,152.00</u>
Balance as of 1-15-81	\$280,368.00
Interest from 1-15-81 to 1-15-82 at 12½% interest per annum	<u>+ 35,046.00</u>
Balance as of 1-15-82	\$315,414.00
Interest from 1-15-82 to 1-15-83 at 12½% interest per annum	<u>+ 39,426.75</u>
Balance as of 1-15-83	\$354,840.75
Interest from 1-15-83 to 1-15-84 at 12½% interest per annum	<u>+ 44,355.10</u>
Balance as of 1-15-84	\$399,195.85
Interest from 1-15-84 to 1-15-85 at 12½% interest per annum	<u>+ 49,899.48</u>
Balance as of 1-15-85	\$449,095.33
Interest from 1-15-85 to 9-27-85 at 12½% interest per annum	<u>+ 39,218.94</u>
Balance as of 9-27-85	\$488,314.27

This Court hereby concludes from the evidence presented that there is no genuine issue of fact or law and that plaintiffs are entitled to judgment as a matter of law pursuant to Rule 56, Alabama Rules of Civil Procedure.

Under the terms of the promissory note, Albin as guarantor also agreed to pay a reasonable attorney's fee in the event it was necessary for the plaintiffs to employ an attorney in order to attempt to recover thereon. This Court hereby determines that reasonable compensation to the plaintiffs' attorney for his services in this case is Forty Thousand Dollars (\$40,000.00).

Accordingly, judgment is hereby rendered in favor of the plaintiffs, William T. Cupps; James A. Creel, Jr.; and Leon

McLemore, against the defendant, W. Earl Albin, in the total amount of Five Hundred Twenty-Eight Thousand Three Hundred Fourteen and 27/100 Dollars (\$528,314.27). All costs of court incurred herein are hereby taxed against the defendant, W. Earl Albin.

Done and ordered this 30th day of September, 1985.

David Albin
CIRCUIT JUDGE

Copies to:

Horace V. O'Neal, Jr.
Victor L. Miller
Thomas L. Stewart

STATE OF ALA. JEFFERSON CO.
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O. H. Brown
JUDGE OF PROBATE

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BOOK 158 PAGE 910

STATE OF ALA. SHELBY CO.
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