

CV-92-187

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement is made and entered into by and between Leverne Carden (Plaintiff) and Hazel Carden (Defendant) and Leverne Carden, Leverne Carden as Executrix of the estate of J.W. Carden, deceased, Pam Carden, Louise Ann Cox, and Tom Flack (Third Party Defendants), on this the 7<sup>th</sup> day of

June ~~May~~, 1994.

WHEREAS, Plaintiff has filed a civil action styled Carden v. Carden in the Circuit Court of Shelby County, Alabama, Case Number CV-92-187-NJ, and

WHEREAS, the case was called for trial and both sides presented evidence to The Honorable Michael Joiner, Circuit Judge, and

WHEREAS, subsequent to the trial of the aforesaid action, the parties have reached a resolution of the differences, disputes, claims and issues relating to the matters which were or which could have been litigated, tried, and decided in the aforesaid civil action, and

WHEREAS, the parties desire to reduce their agreement to writing.

Inst # 1994-31453

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SHELBY COUNTY JUDGE OF PROBATE  
006 MCD 24.00

~~Newman~~ Newman & Sexton, 3021 Lorna Rd, Suite 310, Birmingham, AL 35216-4500

Inst # 1994-31453

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid by each party to the other, and the mutual promises, covenants, and conditions of this agreement, the parties agree as follows:

1. The Plaintiff agrees to pay to Defendant the sum of \$15,000.00, \$2500.00 to be paid upon the execution of this Agreement and the remaining \$12,500.00 shall be paid within thirty (30) days of the date of the order of dismissal of this action by the Circuit Court of Shelby County, Alabama, or upon the removal of the mobile home and other structures referred to in this Agreement, whichever shall last occur.

2. Defendant agrees to execute a quitclaim deed conveying all of her right, title and interest in and to the property described and referred to in the complaint and said quitclaim deed is to be delivered to Plaintiff by Defendant at the time of payment referred to in the preceding paragraph.

3. Plaintiff does hereby grant, bargain, sell and convey any right, title, interest and claim that she may have into the mobile home of the Defendant which is located upon the property that is described or referred to in this action and Plaintiff shall be allowed thirty (30) days from the date of the order of dismissal of the above-styled action to remove said mobile home from the property. Additionally, Defendant shall have the right to remove

the two buildings located immediately adjacent to the mobile home within said time period.

4. In the event the mobile home is not removed within the time period referred to in the preceding paragraph, Plaintiff shall have no obligation to pay the sum referred to in paragraph 1 hereof until the date of such removal.

5. In removing the mobile home from the property, Defendant, her agents, servants, and employees, shall use all reasonable efforts and due caution so as to not damage the land, roadway, structures, or property of Plaintiff.

6. Commencing on June 1, 1994, and on the first day of each consecutive month thereafter, Plaintiff shall pay to Defendant the sum of \$500.00 per month until the earlier of the date of death of the Defendant or May 1, 2004. The right to receive payment referred to in this paragraph shall accrue as of the first day of each month, including the month of the date of death of the Defendant.

7. Plaintiff does hereby grant to Defendant and Defendant shall have, until the satisfaction of the obligation referred to in the preceding paragraph, an equitable lien on the property described on Exhibit A which is attached hereto and incorporated herein as if set out in full. In connection with said equitable lien, Defendant agrees to subordinate the lien on said property so

long as the entire net proceeds of the mortgage or lien to which the equitable lien granted herein is subordinated are devoted to the reduction or payment of the obligation referred to in paragraphs one or two hereof.

8. Each party to this action does hereby release, acquit and discharge every other party from any right, claim, cause of action, action, demand, or other assertiun which any party may have against the other, whether litigated in the above-styled action or not. It is the intention of the parties to settle all disputes, claims, and demands between them, and this instrument shall be construed to be a complete and absolute release of any claim, whether known, unknown, contingent or fixed, and whether made an issue in the above-styled action or not.

9. Each party shall bear the expense of his or her attorneys and the costs involved in this action.

10. Each party to this action agrees that they will execute such other documents and do such other things as are reasonably requested by any other party to this agreement so as to accomplish the end set out herein peacefully and with the full cooperation of the other parties.

11. The civil action referred to and the precatory recitals contained herein shall be dismissed with prejudice, conditioned



upon compliance with the terms, provisions and conditions of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year written first above.

Cindy Helms  
Witness

Leverne Carden  
LEVERNE CARDEN

Cindy Helms  
Witness

Leverne Carden  
Leverne Carden as Executris of  
the estate of J.W. Carden,  
deceased

M 2 Sh  
Witness

Hazel Carden  
HAZEL CARDEN

Cindy Helms  
Witness

Pam Carden  
PAM CARDEN

Cindy Helms  
Witness

Lois Anne Cox  
LOUISE ANN COX  
LOIS

Cindy Helms  
Witness

Tom Flack  
TOM FLACK

Exhibit A

the following described parcel of real estate: Begin at the intersection of the North right of way of Shelby County Highway No. 46 with the West right of way of Shelby County Highway No. 76 and run thence west along the North right of way line of said Shelby County Highway No. 46 a distance of 300 feet; thence run North, parallel with the West right of way line of said Shelby County Highway No. 76, a distance of 300 feet; thence run East, parallel with the North line of said Shelby County Highway No. 46 a distance of 300 feet to a point on the West right of way line of said Shelby County Highway No. 76; thence run South along the West right of way line of said Shelby County Highway No. 76, a distance of 300 feet to the point of beginning, being situated in the North half of the NE 1/4 of Section 11, Township 24 North, Range 15 East, Shelby County, Alabama.

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