


RELEASE

FOR THE SOLE CONSIDERATION OF TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS, the receipt and sufficiency whereof is hereby acknowledged, the undersigned Thomas and Anita Eubank (Eubanks) hereby release and forever discharge Frank Cater, Martha Cater (Caters), and State Farm Fire and Casualty Company, their heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations liable or, who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of all injuries, known and unknown, both to person and property, which have resulted or may in the future develop between the parties concerning an allegation of excessive surface water run-off from the real property owned by Frank and Martha Cater designated as Lot 9, according to the map and survey of Dearing Downs, 5th Sector (Resurvey) as recorded in the Map Book 10, page 71, in the Probate Office of Shelby County, Alabama, and onto the real property owned by Thomas and Anita Eubank designated as Lot 10, according to the map and survey of Dearing Downs, 5th Sector (Resurvey)) as recorded in the Map Book 10, page 71, in the Probate Office of Shelby County, Alabama. The Eubanks release Frank Cater, Martha Cater and State Farm Fire and Casualty Company for all injuries and damages proximately caused by the run-off of surface water to their home, fixtures, realty, landscaping and soil, including any diminishment in the value of same since the commencement of construction of the Cater residence on or about October 26, 1992, up until the date of this Release and Agreement and for as long as the undersigned hold title to Lot 10.

The undersigned hereby declare that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims they may have arising out of the aforesaid condition.

The Eubanks hereby accept a draft or drafts as final payment of the consideration set forth above.


In Witness Whereof, we have hereunto set our hands and seals this 15 day of July, 1996. In presence of:



Witness



Thomas Eubank



Witness



Anita Eubank

08/15/1996-26479
10:23 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 8.50

Joe C Carroll & Assoc

Inst # 1996-26479