

CERTIFICATE OF JUDGMENT

Case Number
CV 99 7072
Yr Number

IN THE CIRCUIT COURT OF JEFFERSON COUNTY

Plaintiff: DIANNE R PETERS FKA DIANNE R GOODSON
% 4 OFFICE PARK CIR
BHAM AL 35223

Judgment Date 05/10/2000
Judgment \$ SEE ATTACHED ORDER
Costs SEE ATTACHED ORDER
Other _____
TOTAL \$ SEE ATTACHED ORDER

vs

Defendant: D L RAYBURN

Plaintiff's Atty. SMITH, PATRICK FITZGERALD

Defendant's Atty. SEXTON, STEPHEN L

JUDGMENT RENDERED IN FAVOR OF	PLAINTIFF	X DEFENDANT
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JUDGMENT:	☐ Default ☐ Dismissal ☐ Detinue ☒ Other <u>SEE ATTACHED ORDER</u>	☐ Consent ☐ Workman's Comp. ☐ Unlawful Detainer ☐ Non Suit ☐ Pro Ami
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JUDGMENT CONDITIONS:

☐ With Exemptions	☒ Without Exemptions
☐ With Prejudice	☐ Without Prejudice

05/10/2000 JUDGMENT IS RENDERED IN FAVOR OF THE DEFENDANT AND AGAINST THE PLAINTIFF. ORDER PER SEPARATE PAPER, SEE ATTACHED.

JUDGE VOWELL

Inst # 2001-44507
 10/15/2001-44507
 10:59 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 003 MEL 17.00

Certified as a True Copy

SEPTEMBER 21, 2001

CLERK

Anne Marie Adams

CLERK

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

DIANNE R. PETERS,
F/K/A DIANNE R. GOODSON,

Plaintiff,

VS.

D. L. RABURN,

Defendant.

CASE NO. CV 99-07072

Filed In Open Court

THIS 9th day of May 2000

POLLY CONRAD
CLERK CIRCUIT COURT

By [Signature] DEPUTY CLERK

ORDER

Comes now the Court in the case set out above, and in ruling upon the Summary Judgment submitted by each party, through there attorney's of record, together with the testimony, exhibits, and briefs, do find as a matter of law the following,

1. That the parties are properly before this Court, and that this Court does have jurisdiction of the parties and the issues between the parties.

2. That the Defendant is entitled to a judgment as a matter of law, based on the following findings; that the promissory note entered into by the Plaintiff in favor of the Defendant in the amount of \$100,000.00 was voluntary, and is enforceable. Further, that the promissory note is a demand note, as it has no discernable maturity date. The Defendant has made demand upon the Plaintiff, and that the Plaintiff has made no payments upon the promissory note, and that the Plaintiff is in default of the terms of the promissory note.

3. That the Plaintiff has voluntarily abandoned the property that served as security for the mortgage conveyed simultaneously with the promissory note.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED as follows:

A. That a judgment be entered on behalf of the Defendant against the Plaintiff in the amount of One hundred Ninety Thousand Dollars (\$190,000.00) for the balance of the promissory note and the interest that has accrued since April 23, 1990.

B. That a judicial foreclosure sale is Ordered, and that the fee simple title to the property shall be rendered by Clerk's Deed to the Defendant.

C. That a reasonable sum of bid be entered on behalf of the Defendant as an offset to the debt of the promissory note, and that sum shall be \$140,000.00, which shall serve as a direct offset against the Judgment rendered in Paragraph A of this Order.

Order
Peters vs Raburn
Case Number: CV 99-7072
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D. That the costs of this action shall be a judgment against the Plaintiff, in favor of the Defendant, for which execution lie.

ORDERED AND ADJUDGED ON THE 9th DAY OF MAY, 2000.



J. SCOTT VOWELL
CIRCUIT JUDGE

Inst # 2001-44507

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