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Shelby Cnty Judge of Probate, AL  
08/10/2007 02:23:09PM FILED/CERT

**IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA**

DEBORAH POWERS AND  
WILLIAM POWERS,  
Plaintiffs,

VS.

JUDY QUEEN, RONDAH GARRETT, and  
MARY SUE DAVENPORT,  
Defendants.

Civil Action NO. CV 05-590

ND FILED  
MARY H. HARRIS

CIRCUIT & DISTRICT  
COURT CLERK  
SHELBY CO.

**AGREEMENT AND SATISFACTION OF JUDGMENT**

**KNOW ALL MEN BY THESE PRESENTS:** That the parties herein have this day entered into the following agreement; and

**WHEREAS,** the parties, in recognition of their mutual rights, obligations and responsibilities to themselves and to others, have reached an agreement concerning the judgment entered against the parties in the above styled cause on the 13<sup>th</sup> day of July 2006 and that the following Agreement shall binding upon each of them with respect to all matters covered herein.

**NOW, THEREFORE,** in consideration thereof, it is hereby mutually understood and agreed by and between the parties as follows:

1. Plaintiffs, Deborah and William Powers, agree to accept in satisfaction of the judgment of \$10,000.00 entered against Defendants, Rondah Garrett and Judy Queen, the use of the premises presently identified as the William Powers Law Office <sup>and the mezzanine apartment</sup> located at 100 West College Street in Columbiana, Shelby County, Alabama free of the incurrence of any future utility

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costs and rent which plaintiffs would otherwise incur based upon the leaseback agreement executed pursuant to the purchase of said premises by the defendants from the plaintiffs.

2. Plaintiffs, Deborah and William Powers, further accept the sum the sum of One Thousand One Hundred and 00/100 Dollars (\$1,100.00) in further satisfaction of the judgment entered in favor of the plaintiffs in the above styled cause which is ~~deemed~~ <sup>to be</sup> paid upon the execution of this agreement by the parties.

3. Plaintiffs, Deborah and William Powers, further relinquish any rights under the leaseback agreement to the use of the premises located at 210 Depot Street, Columbiana, Alabama 35051.

4. With respect to paragraph 3 of the Final Judgment, defendants, Rondah Garrett and Judy Queen, release the plaintiffs from the amount of \$1,177.94 ordered by this Honorable Court to be paid to Rondah Garrett and deem this judgment entered in favor the defendants as having been satisfied in full.

5. That each party hereto acknowledges that each of them is making this Agreement of his or her own free will and volition and acknowledges that no coercion, force, pressure or undue influence has been used against either party in the making of this Agreement, either by the other party hereto or by any other person or persons. The parties hereby further approve and acknowledge that they fully understand the terms, covenants and provisions of this Agreement and believe its terms to be fair,

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just and adequate and voluntarily accept such terms and conditions.

IN WITNESS WHEREOF, we have hereunto set out hands and seals this 15 day of September, 2006.

Deborah Powers  
DEBORAH POWERS

W. J. Powers  
WILLIAM POWERS

Rondah Garrett  
RONDAL GARRETT

Judy Queen  
JUDY QUEEN

STATE OF ALABAMA )  
COUNTY OF SHELBY )

Certified a true and correct copy  
Date: August 10, 07

Mary H. Harris  
Mary H. Harris, Circuit Clerk  
Shelby County, Alabama

**ACKNOWLEDGEMENT**

Before me, the undersigned, a Notary Public, in and for said State and County, personally appeared Deborah Powers, William Powers, Rondah Garrett and Judy Queen, who are know to me and, after being duly sworn, deposes and says they have read the foregoing pleading, understands the contents thereof, and that the same is true and correct to the best of their information, knowledge and belief.

Date this 15 day of September, 2006.

Maurice D. [Signature]  
NOTARY PUBLIC  
My commission expires: 02/10/09

**IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA**

**DEBORAH POWERS and  
WILLIAM POWERS,**

**Plaintiffs,**

**v.**

**JUDY QUEEN, RONDAH GARRETT  
and MARY SUE DAVENPORT,**

**Defendants.**

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**Civil Action No.: CV 05-590**

**FINAL JUDGMENT**

On June 10, 2005, Plaintiffs filed a complaint against Defendants alleging breach of lease, trespass, breach of contract, nuisance and conversion. Plaintiffs also filed a verified application for temporary restraining order and preliminary injunction. On June 2, 2005, Defendant Rondah Garrett filed a complaint for unlawful detainer against Plaintiff William P. Powers III in the District Court of Shelby County, DV 05-517. Both cases were consolidated in the above-styled case. Plaintiffs' verified application for temporary restraining order and preliminary injunction was heard on October 12, 2005. On October 17, 2005, the Court enter a preliminary injunction order. Notice was given to all parties through their respective counsel of record and a final hearing regarding all pending matters was held in this matter on June 22, 2005. At the hearing, all parties were represented by counsel. After hearing the testimony of the parties and witnesses and considering the evidence, the Court finds as follows:

1. Evidence that Defendant Mary Sue Davenport is deceased was presented to the Court. Plaintiffs moved during the hearing to dismiss their claims against Defendant Mary Sue Davenport without prejudice. That motion was granted by the