

20080403000135190 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
04/03/2008 10:09:17AM FILED/CERT

GENERAL RELEASE OF ALL CLAIMS

For and in consideration of the sum of Six Thousand Five Hundred and 00/100 dollars (\$6,500) and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the undersigned, **Larry Kilgore**, does, for himself, his heirs, executors, administrators, assigns, and for all those who might claim through him, hereby releases and discharges **Spratlin Construction Company, Inc.**, its parent companies, subsidiary companies, related entities, sub-contractors, assigns, officers, agents, servants, employees, successors in interest, attorneys, and insurers; **William F. Spratlin**, his heirs, family members, agents, executors, administrators, assigns, servants, employers, employees, successors in interest, attorneys, and insurers; from any and all claims, demands, damages, injuries, lost or expenses, both those known and unknown including those presently existing, and which may hereafter arise, related directly or indirectly or in anyway arising out of a claim and lawsuit styled **Larry Kilgore, Darryl K. DeShazo and Paula DeShazo v. Saco Wood, Inc., a corporation; William F. Spratlin, Spratlin Construction Company, Inc., a corporation; Darren Kirkham, et al. CV2002-1068**, filed in the Circuit Court of Shelby County, Alabama and to any injury or other losses which **Larry Kilgore** did, or might have sustained, as a result of any act or omission of the released parties occurring before the execution of this release. The undersigned, **Larry Kilgore** does acknowledge and assume all risk, chance, and hazard that said injury, damage, or loss may be or may become permanent, progressive, greater, more extensive than is now known, anticipated, or expected. Without in anyway limiting the foregoing, it is the intent of the undersigned to release and discharge all of the above named and

described parties from any and all claims, demands, and causes of action asserted, or which could be asserted in that certain suit and complaint styled ***Larry Kilgore, Darryl K. DeShazo and Paula DeShazo v. Saco Wood, Inc., a corporation; William F. Spratlin, Spratlin Construction Company, Inc., a corporation; Darren Kirkham, et al. CV2002-1068***, filed in the Circuit Court of Shelby County, Alabama. The undersigned further agrees to a pro tanto dismissal with prejudice and perform all reasonable acts, necessary to accomplish said dismissal.

The undersigned **Larry Kilgore**, understands that this general release of all claims is executed as part of the settlement and compromise of a disputed claim (or claims) and that neither the payment recited herein, nor any other matter, act, or omission relating in anyway to the negotiation for, execution of, or consummation of this settlement is to be considered or construed as an admission, express or implied, that the liability of any party is hereby released; rather, to the contrary, each of the parties hereby released expressly denies any liability.

The undersigned **Larry Kilgore**, in further consideration of this agreement waives and releases all claims, incumbrances, rights and interests in all property situated south of the south quarter-quarter line at the SW 1/4, NW 1/4, SW 1/4 and SE 1/4, NW 1/4, SW 1/4 of Section 30, Township 20 South, Range 1 East, Shelby County Alabama.

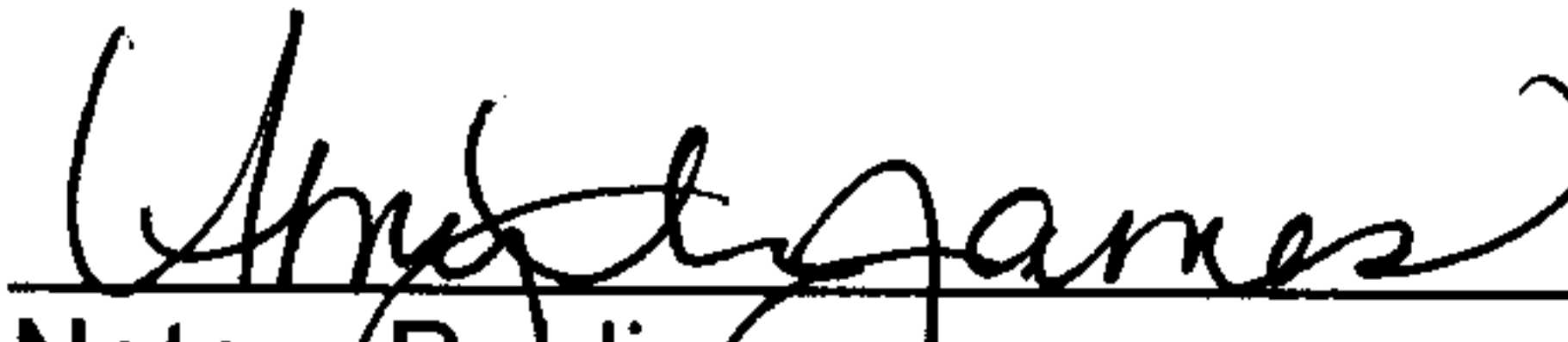
The undersigned **Larry Kilgore**, avers that he is under no duress to enter this release and settlement. The undersigned understand that this general release of all claims contains the entire settlement agreement of the parties, and any promise, representation, inducement, or agreement not expressed herein shall be void and of no legal effect. The

undersigned also state that each has fully read this document or has had this document fully read to him or her and understands the meaning of each term herein. The undersigned **Larry Kilgore**, further avers that he is of sound mind and the age of legal majority in the State of Alabama.


Larry Kilgore

I, the undersigned authority, Notary Public in the State of Alabama, hereby certify that **Larry Kilgore**, whose name is signed to the foregoing General Release of All Claims, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he knowingly and voluntarily executed the same on the date set out below.

Given under my hand and official seal, this the 20 day of December, 2004.


Notary Public
My Commission Expires: 3.3.07

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 3, 2007