


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

  
20100903000285250 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
09/03/2010 10:30:25 AM FILED/CERT

BRYANT BANK,

Plaintiff,

v.

MICHAEL FINLAYSON, and FICTITIOUS  
DEFENDANTS A, B, C, D, and E,

Defendants.

Case No. 09-900986

**SETTLEMENT AGREEMENT  
AND MUTUAL RELEASE**

FOR AND IN CONSIDERATION of the payment of the sum of Two Thousand and 00/100 Dollars (\$2,000.00) by Bryant Bank to Michael Finlayson ("Finlayson") and Finlayson in turn executing a statutory warranty deed of the Property (as hereinafter defined) to Bryant Bank, and other good and valuable consideration, the sufficiency (but not receipt) of which is hereby acknowledged by both Bryant Bank and Finlayson, the undersigned hereby agree as follows:

1. The subject real property at issue is located in Shelby County, Alabama and is more particularly described as:

Lot 15, According to the Survey of the View at Indian Crest, as recorded in Map Book 37, page 48, in the Probate Office of Shelby County, Alabama (the "Property").

2. Subject to the payment and receipt of the above-referenced sum, the undersigned stipulate that the fire dues title of the Property presently held by Finlayson should be quieted in the name of Bryant Bank and that Finlayson will execute a statutory warranty deed of the Property to Bryant Bank upon receipt of the aforesaid Two Thousand and 00/100 Dollars (\$2,000.00). To that end, the undersigned agree to stipulate jointly in a submission to the Shelby County Circuit Court that title to the Property should be quieted in favor of Bryant Bank.

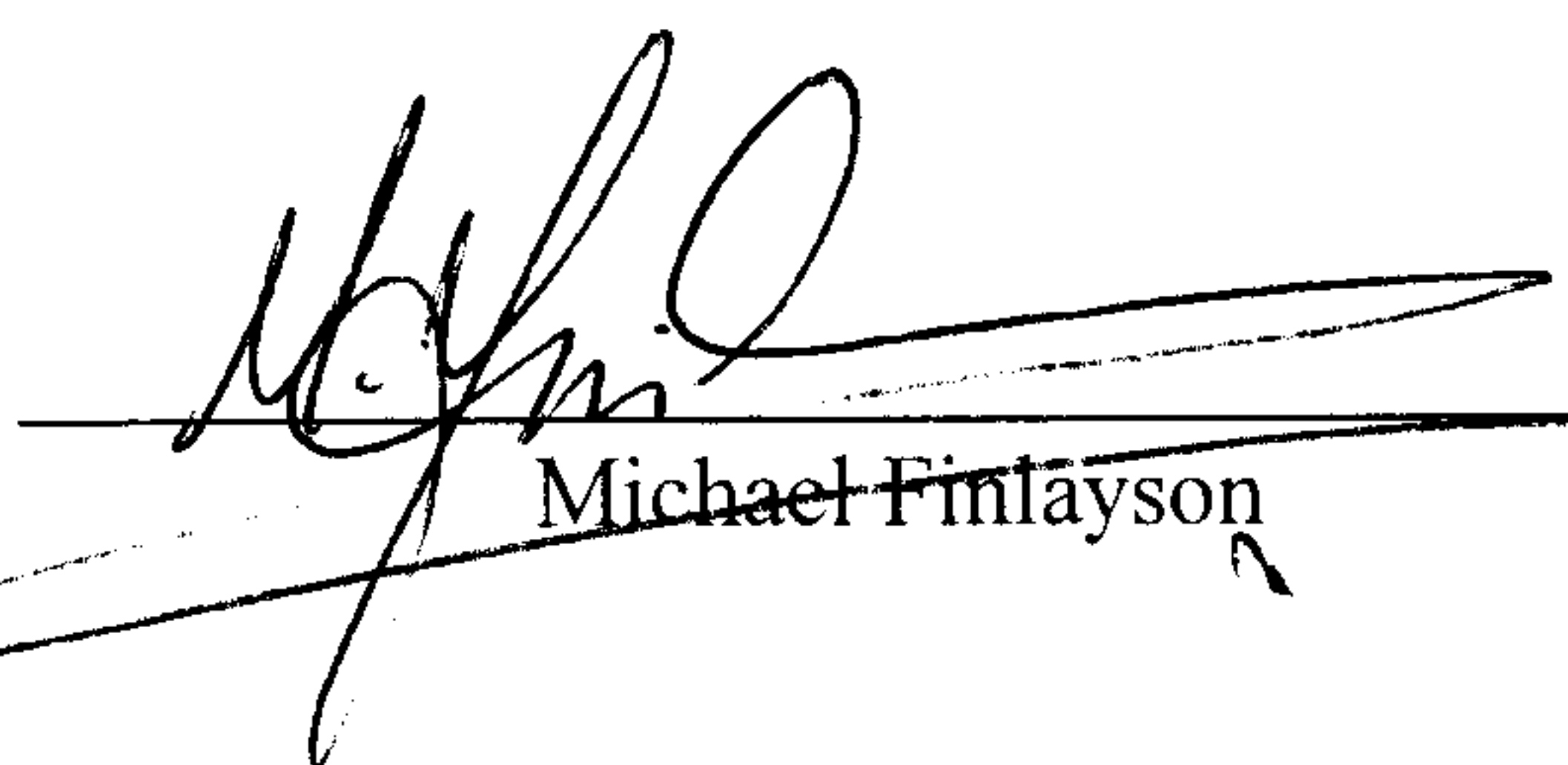
3. In consideration of the foregoing, Bryant Bank and Finlayson do hereby mutually release, acquit and discharge the other and the other's agents, servants, employees, officers, directors, affiliated companies, representatives and attorneys from any and all claims, demands, causes of action, damages, expenses, compensation and/or liability of every kind, character and description, either direct or consequential, at law or in equity, known or unknown, which the undersigned, their respective heirs, administrators, executors, successors and assigns may now have, including, but not limited to, those which the undersigned may have had now or at any time heretofore which are in any way related to or based upon the facts and circumstances arising from the subject litigation.

4. The parties agree that this document may be executed in counterparts. The terms and conditions of such agreement are intended to be fully incorporated herein.

5. The undersigned acknowledge that they have been or have had the opportunity to be represented by legal counsel of their employ at all times relevant herein, or have had sufficient opportunity to consult legal counsel, and have been fully advised and informed by their counsel of the contents of this Settlement Agreement and Mutual Release.

6. The undersigned further acknowledge the case shall be dismissed with costs taxed as paid (that is, effectively taxing the costs to Bryant Bank).


By signing hereto, the undersigned affirm that they have carefully read this instrument, know and understand the contents hereof and do sign the same of their own free act and deed, as of this 2nd day of September, 2010.

  
Michael Finlayson

STATE OF ALABAMA     )  
                                     :  
JEFFERSON COUNTY     )

I, the undersigned Notary Public in and for said county and said state, hereby certify that Michael Finlayson, whose name is signed to the foregoing release of all claims, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this this 2nd day of September, 2010.

  
Notary Public  
My Commission Expires: 01.30.14

BRYANT BANK

BY:



ITS:

VICE PRESIDENT

STATE OF ALABAMA )


JEFFERSON COUNTY )



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I, the undersigned Notary Public in and for said county and said state, hereby certify that KYLE HUDLOW, as authorized representative of Bryant Bank, whose name is signed to the foregoing release of all claims, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, and with full authority as such authorized representative, he has executed the same voluntarily on the day the same bears date.

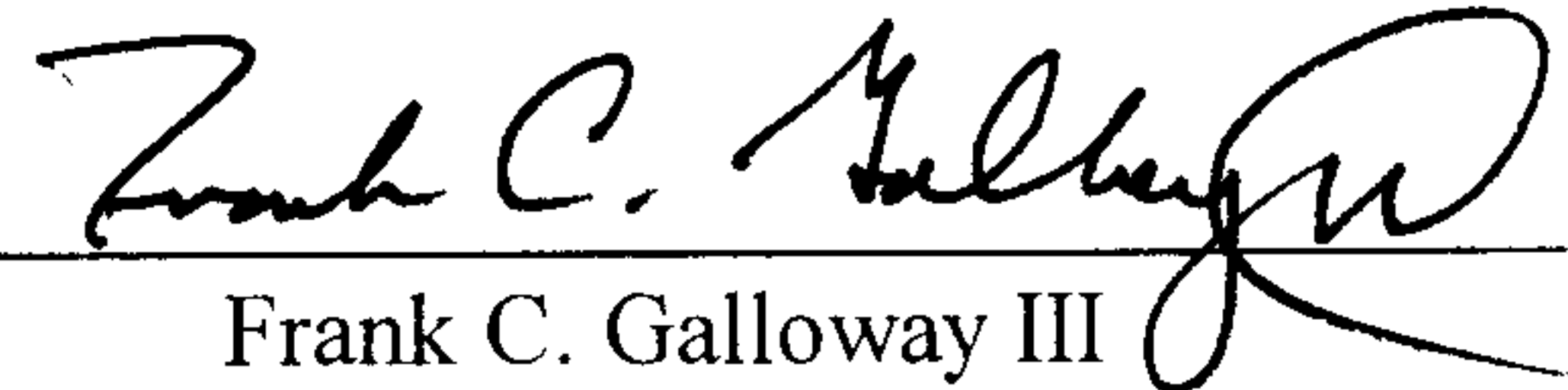
Given under my hand and seal this 2 day of September, 2010.



Notary Public

My Commission Expires: 01.30.14

APPROVED BY:



Frank C. Galloway III  
*Attorney for Plaintiff Bryant Bank*

**OF COUNSEL:**

GALLOWAY & SCOTT, LLC  
2200 Woodcrest Place, Suite 310  
Birmingham, AL 35209  
205.949.5580  
205.949.5581 fax  
[fcg3@gallowayscott.com](mailto:fcg3@gallowayscott.com)