

This handwritten document serves as a receipt and legal document.

This Settlement Agreement and mutual release dated April 4<sup>th</sup>, 2017 by and between Tangee C. Edwards hereinafter named "Purchaser" and Clark Memorials hereinafter named "Company". Whereas, Purchaser engaged in contractual relations to purchase a tombstone for Uncle Earl Edwards on 2012

from Company, and; Whereas, differences arose regarding the Contract to purchase, and; Whereas, in lieu of the Expense and time involved in litigation, the parties have agreed to the resolution, compromise, and final settlement of all disputes, claims, judgments and controversies among them as provided herein. Now therefore, for good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows:

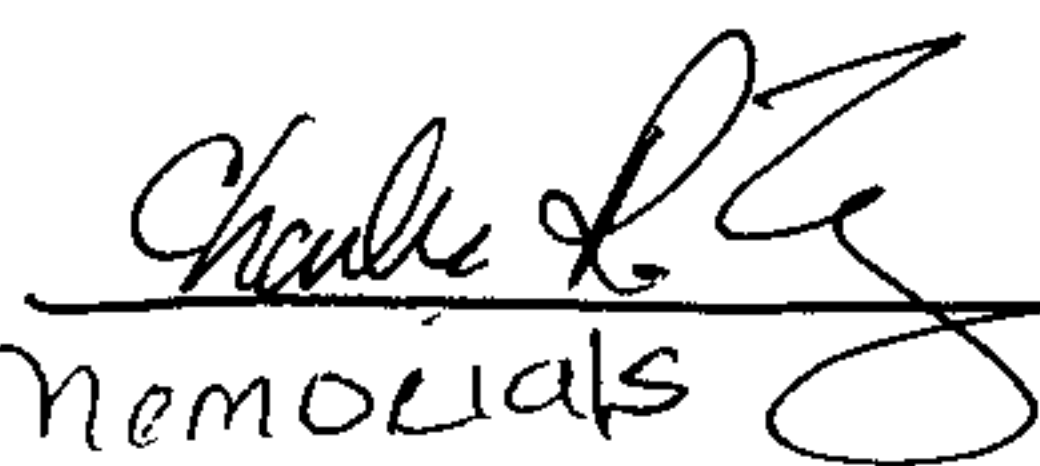
1. Company agrees to cancel the contract and remove any negative information from Tangee EDWARDS credit report derived from this transaction within 30 days of the date of execution of this Agreement.
2. Company, on its behalf and on behalf its subsidiaries, divisions, and affiliates and agents, releases, remises, and forever discharges Purchaser Tangee Edwards from all claims, suits, actions, charges, demands, judgments, costs and executions ~~past~~, present, and future, known or unknown, both legal and equitable in any manner arising out of the contract for sale prior to the date thereof.
3. The parties acknowledge that in executing this Settlement Agreement and Mutual release, they have carefully reviewed and had the ~~opportunities~~ opportunity to review the terms with counsel of their choice and are fully aware of the extent of their Rights and obligations under this Agreement. The parties further agree that the language of this Agreement and Release shall not be construed presumptively against any of the parties to this Agreement and release.
4. This Agreement shall not constitute an admission of any of the allegations against the other and shall not be considered as an admission of liability, wrongdoing or anything improper.
5. This Agreement contains the entire understanding of the parties, and there are no representation, warranties, covenants, or undertakings other than those expressly set forth herein.
6. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall constitute an original and a binding copy of this Agreement, all but one and the same instrument. Executed photocopies of this Agreement, shall be as binding as the original.

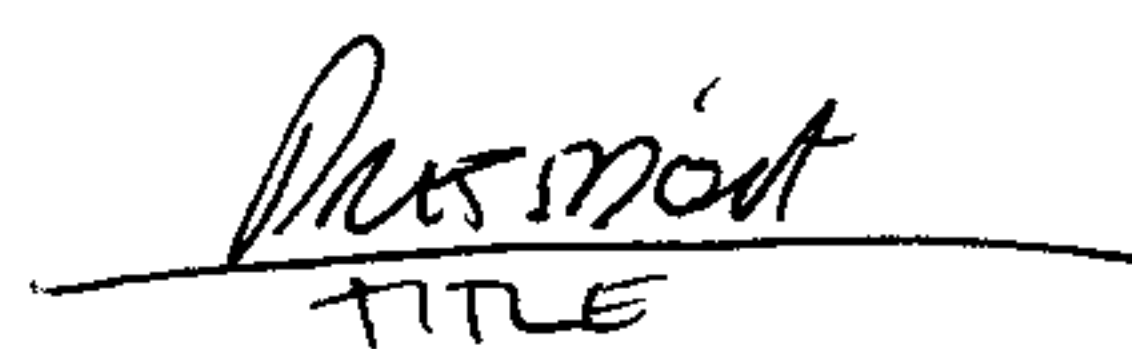
20170404000114480 1/4 \$24.00  
Shelby Cnty Judge of Probate, AL  
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7. Be it known that Clark Memorial, for and in consideration of the sum of \$466.<sup>67</sup> (Four hundred sixty six and sixty seven cents) Dollars, or other valuable consideration received ~~from~~<sup>from</sup> or on behalf of Tangee Edwards, purchaser, the receipt of which is hereby acknowledged, do(s) hereby remise, release, acquit, satisfy, and forever discharge the said purchaser Tangee Edwards, of and from all manner of actions, causes of actions, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or equity, which said Company ever had, now has or which any personal representative, successor, heir or assign of said Company, hereafter can, shall or may have against the purchaser by reason of any matter, cause or thing whatsoever, from beginning of time to the date of this instrument. In witness whereof both parties agree and has authority to execute this agreement in the ~~St~~ State of Alabama.

Purchaser:   
Tangee Edwards  
PO Box 719  
Helena AL 35082  


Re: CLARKS MEMORIALS (SM 2011900718)

Company:   
CLARKS MEMORIALS  
308 6th Ave SW  
Birmingham AL 35211

  
TITLE

Witness By: 

  
20170404000114480 2/4 \$24.00  
Shelby Cnty Judge of Probate, AL  
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Clark Memorials of Alabama, Inc  
308 Sixth Ave S.W.  
Birmingham, AL 35211  
205-328-8310



# Invoice

| Date       | Invoice # |
|------------|-----------|
| 12/31/2012 | 12312BB   |

|                |
|----------------|
| Bill To        |
| TANGEE EDWARDS |

|               |
|---------------|
| Delivery Date |
| 12/31/2012    |

| Salesman | Cemetery |
|----------|----------|
|          |          |

| Quantity                                  | Item Code | Description       | Amount |
|-------------------------------------------|-----------|-------------------|--------|
|                                           | SALE      | BEGINNING BALANCE | 466.67 |
| <i>A release<br/>and copy of contract</i> |           |                   |        |

|  |                    |          |
|--|--------------------|----------|
|  | <b>Total</b>       | \$466.67 |
|  | <b>Balance Due</b> | \$466.67 |

  
20170404000114480 3/4 \$24.00  
Shelby Cnty Judge of Probate, AL  
04/04/2017 04:18:47 PM FILED/CERT

ALABAMA JUDICIAL DATA CENTER  
SHELBY COUNTY  
CERTIFICATE OF JUDGMENT

SM 2011 900718.00

HON. JOHN H ALSBROOKS

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IN THE DISTRICT COURT OF SHELBY COUNTY

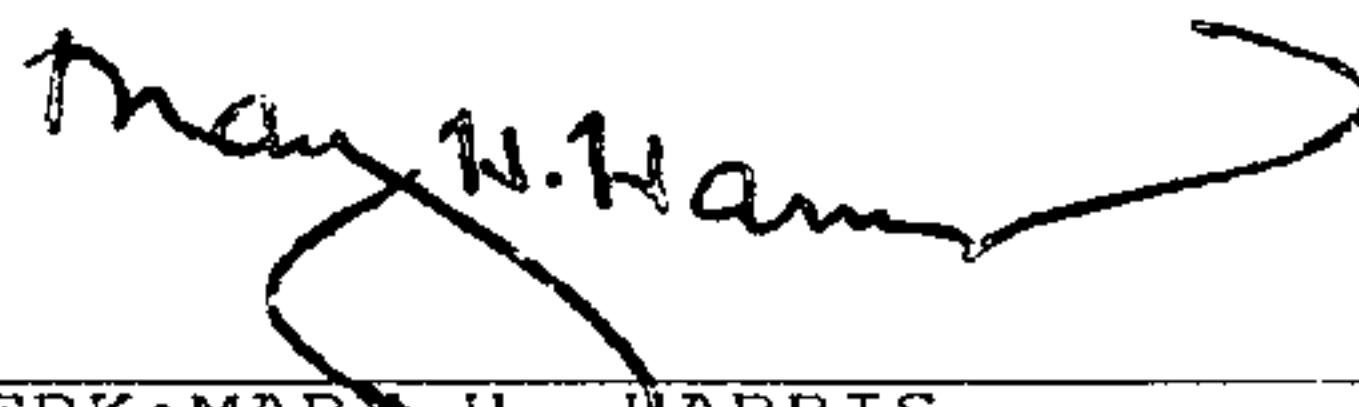
CLARK MEMORIALS OF ALABAMA, INC. V. TANGEE EDWARDS

## PLAINTIFF'S ATTORNEY:

UPSHAW WILLIAM KENT  
THE DENECHAUD HOUSE  
2107 2ND AVE N  
BIRMINGHAM AL 35203

I, MARY H. HARRIS, CLERK OF THE ABOVE NAMED COURT HEREBY  
CERTIFY THAT ON 11/09/2011 PLAINTIFF, CLARK MEMORIALS OF ALA RECOVERED  
OF DEFENDANT IN SAID COURT A JUDGMENT WITHOUT WAIVER OF EXEMPTIONS FOR THE  
SUM OF \$633.04 DOLLARS PLUS \$55.29 DOLLARS COURT COSTS, AND  
THAT THE PLAINTIFF'S ATTORNEY(S) OF RECORD WAS:  
UPSHAW WILLIAM KENT

GIVEN UNDER MY HAND THIS DATE 11/10/2011

  
CLERK: MARY H. HARRIS  
P.O. BOX 1810  
COLUMBIANA AL 35051  
(205) 669-3760

WEBSITE: HTTP://18JC.ALACOURT.GOV

-----  
PERATOR: ZOP  
REPAID: 11/10/2011  
20120209000049070 1/1 \$12.00  
Shelby Cnty Judge of Probate, AL  
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DEFENDANT

PARTY'S ATTORNEY:

EDWARDS TANGEE  
P.O. BOX 719

\*\*\* PRO SE \*\*\*

HELENA, AL 35080-0000

  
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