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58-CV-2021-900609.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

Ashley Garcia Zavala: Greiscelda Zavala &
Benigno Garcia Zavala:
&
Gresiscelda Pacheco & Mauro Pacheco;
&
Tomas Duran.

Plaintiff.

Vs.

DHF Investments, L.L.C.,
& Daniel Hidalgo,

Defendant.

Case No: CV-2020-900503
CV-2020-900764
CV-2021-900609



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Shelby Cnty Judge of Probate, AL
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FINAL ORDER TO QUIET TITLE

This matter came before this Honorable Court on the Plaintiff's complaint to Quiet Title to that certain real estate described hereinabove and named as a Defendant herein, and the Defendants. **Daniel Hidalgo d/b/a DHF Investments and DHF Investments, L.L.C.** a trial being held on 04 October, 2024, and after consideration of the ore tenus testimony and the consideration of the documentary evidence herein, this Honorable Court hereby...

ORDERS, ADJUDGES and DECREES as follows. to wit:

1. The cases of Ashley Garcia Zavala; Greiscelda Zavala & Benigno Garcia Zavala vs. DHF Investments, L.L.C. & Daniel Hidalgo (CV-2020-900503); Mauro Contreras Pacheco and Greiscelda Greiscelda Hernandez vs. DHF Investments, L.L.C. & Daniel Hidalgo (CV-2020-900764); and Tomas Duran vs. DHF Investments, L.L.C. & Daniel Hidalgo (CV-2021-900609) were consolidated via separate Order on or about 18 November, 2021 and, as such, all of the said cases are being addressed in this consolidated final order.
2. That upon payment of the sums of money outlined herein below in Paragraph 2, that the Plaintiffs. **Griselda Zavala and Ashley Garcia Zavala**, herein shall receive record and superior title to said real estate, described as follows. to wit:

1 Oakdale Drive, Montevallo, Alabama 35115

Certified a true and correct copy
Date: 11/05/24 JW
Mary H. Harris
Mary H. Harris, Circuit Clerk
Shelby County, Alabama



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3. The Plaintiffs and Defendants shall equally split the ad valorem property taxes in the amount of \$7,504.04 and the hazard insurance in the amount of \$6,311.00 in equal parts with the Plaintiffs receiving a credit in the amount of \$2,380 for insurance and tax payments made to the Defendant herein. Therefore, the Plaintiff's net amount owed to the Defendant for reimbursement for ad valorem property taxes and hazard insurance is the sum of \$4,527.52.
4. The Plaintiffs (Zavala) and Defendant shall close on the above real estate transaction within thirty (30) days from the date of this Order and at closing the Plaintiffs shall pay the sum of \$24,527.52 and the Defendant shall deliver a Warranty Deed with clear and marketable title and provide title insurance at the Defendant's own expense pursuant to the title commitment previously issued by Shelby County Abstract & Title Company, Inc., under policy # SS-22-28758. All other closing costs shall be equally split between the parties herein.
5. Upon consideration of the documentary evidence and the written testimony presented and considered, it is the Order of this Court that the Plaintiff, **Benigno Garcia Zavala**, is the sole and exclusive owner of the hereinbelow described real estate in fee simple absolute, having proved superior title to any and all above named Defendants. Title is hereby quieted and invested in the Plaintiff, **Benigno Garcia Zavala**, and all other claims and interests of any Defendant named herein are hereby divested of and terminated in and to the following property, to wit:

Lot 4 of the Hildalgo Family Subdivision as recorded in Map Book 53, Page 39, in the Office of the Judge of Probate of Chilton County, Alabama.

6. The court notes that a title commitment for the above referenced property has been issued by Shelby County Abstract & Title Company, Inc., under commitment # S-23-29437 and the Defendant is hereby Ordered to pay the cost of such title commitment and provide the same to the Plaintiff, **Benigno Garcia Zavala**.
7. The Plaintiff (Benigno Garcia Zavala) shall be responsible for the ad valorem property taxes beginning with the 2024 tax year.
8. Upon consideration of the documentary evidence and the written testimony presented and considered, it is the Order of this Court that the Plaintiffs, **Mauro Contreras Pacheco and Griselda Griselda Hernandez, a married couple**, are the sole and exclusive owners of the hereinbelow described real estate in fee simple absolute, having proved superior title to any and all above named Defendants and no further money is owed by the Plaintiffs to the Defendant. Title is hereby quieted and invested in the Plaintiffs, **Mauro Contreras Pacheco and Griselda Griselda Hernandez, a married couple**, and all other claims and interests of any Defendant



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named herein are hereby divested of and terminated in and to the following property.
to wit:

Lot 2 of the Hildalgo Family Subdivision as recorded in Map Book 53, Page 39, in the Office of the Judge of Probate of Chilton County, Alabama.

9. The Defendant shall not receive reimbursement for the \$740.80 in ad valorem property taxes claimed.
10. The Defendant shall pay the 2024 ad valorem property taxes and the Plaintiff (Pacheco) shall pay the ad valorem property taxes beginning in 2025.
11. The Defendant shall not have to reimburse the Plaintiff for the \$1,500.00 claimed by the Plaintiffs for land clearing.
12. The court notes that a title commitment for the above referenced property has been issued by Shelby County Abstract & Title Company, Inc., under commitment # S-23-29435 and the Defendant is hereby Ordered to pay the cost of such title commitment and provide the same to the Plaintiff's, **Mauro Contreras Pacheco and Griselda Griselda Hernandez.**
13. Upon consideration of the documentary evidence and the written testimony presented and considered, it is the Order of this Court that the Defendant, **Daniel Hidalgo**, is the sole and exclusive owners of the hereinbelow described real estate in fee simple absolute, having proved superior title to any and all above named Defendants. Title is hereby quieted and invested in the Defendant, **Daniel Hidalgo**, and all other claims and interests of any Plaintiff named herein are hereby divested of and terminated in and to the following property, to wit:

Lot 3 of the Hildalgo Family Subdivision as recorded in Map Book 53, Page 39, in the Office of the Judge of Probate of Chilton County, Alabama.

14. The Defendant, **Daniel Hidalgo**, shall pay the ad valorem property taxes beginning in 2024 and for all future years.
15. Upon consideration of the documentary evidence and the written testimony presented and considered, it is the Order of this Court that the Plaintiff, **Tomas Duran**, is the sole and exclusive owner of the hereinbelow described real estate in fee simple absolute, having proved superior title to any and all above named Defendant. Title is hereby quieted and invested in the Plaintiff, **Tomas Duran**, and all other claims and interests of any Defendant named herein are hereby divested of and terminated in and to the following property, to wit:



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Commence at the NE corner of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama; Thence run South 05 degrees 07' 15" East, along the East line of said Section 4, for 1067.0' to the southerly right of way line of Alabama Highway 25; Thence run South 65 degrees 36' 45" West, along said line for 320.0'; Thence run North 24 degrees 23' 15" West for 15.0'; Thence run 65 degrees 36' 45" West for 246.00' to the Point of Beginning of a curve to the right, having a central angle of 2 degrees 12' 05", a radius of 2967.1'; Thence run along the arc of said curve for 114.00'; Thence continue along the extension of said arc, having a central angle of 12 degrees 56' 16", a radius of 2967.1'; Thence run along the arc of said curve for 669.99' to a found 1/2" rebar; Thence run South 03 degrees 45' 33" East for 138.23' to the Point of Beginning; Thence continue on the last described course for 1013.09'; Thence run North 87 degrees 01' 32" East for 551.34'; Thence run North 03 degrees 52' 57" West 549.96'; Thence run South 86 degrees 59' 34" West for 530.20'; Thence run North 03 degrees 45' 33" West for 465.85'; Thence run South 80 degrees 11' 13" West for 20.07' to the Point of Beginning, containing 7.16 acres. A

ALSO the following EASEMENT for UTILITIES and INGRESS & EGRESS:

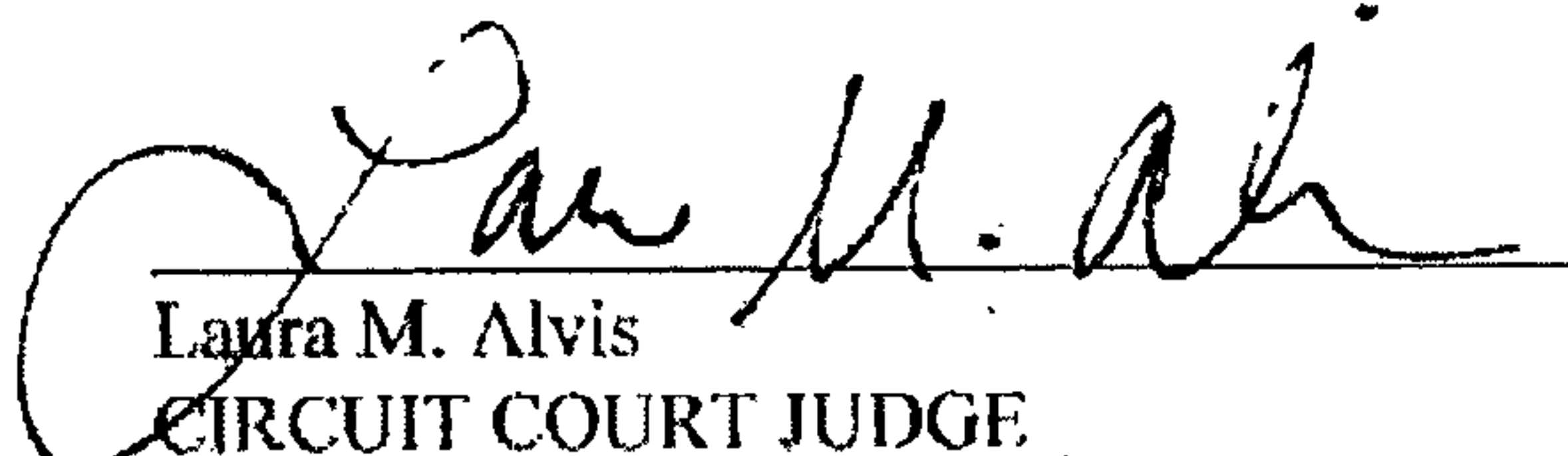
Commence at the NE corner of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama; Thence run South 05 degrees 07' 15" East, along the East line of said Section 4, for 1067.0' to the Southerly right of way line of Alabama Highway 25; Thence run South 65 degrees 36' 45" West, along said line for 320.0'; Thence run North 24 degrees 33' 15" West for 15.0'; Thence run South 65 degrees 36' 45" West for 246.00' to the Point of Beginning of a curve to the right, having a central angle of degrees 12' 05", a radius of 2967.1'; Thence run along the arc of said curve for 114.00'; Thence continue along the extension of said arc, having a central angle of 12 degrees 56' 16", a radius of 2967.1'; Thence run along the arc of said curve for 669.99' to a found 1/2" rebar and the Point of Beginning of a 15' Easement, being bounded on the west side by the following line and extending East 15 feet and contiguous and parallel; Thence run South 03 degrees 45' 33" East for 138.23' to the end of the easement.

16. The court notes that a title commitment for the above referenced property has been issued by Shelby County Abstract & Title Company, Inc., under commitment # S-23-29437 and the Defendant is hereby Ordered to pay the cost of such title commitment and provide the same to the Plaintiff, **Tomas Duran**.
17. In the event the Plaintiff, **Tomas Duran**, obtains a survey within 120 days from the date of this Order and that survey shows a discrepancy from what is shown on the survey presented as evidence at court, the parties will equally share in the cost of such survey and the Plaintiff may request a hearing to address the boundary discrepancy. The court shall retain jurisdiction to hear any issue regarding the legal description of this case regarding the new survey provided that the survey was requested within 120 days of the Order of this Court.

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18. The court finds that DHF Investments, L.L.C., is a non-entity and is one and the same as the Defendant, **Daniel Hidalgo**, individually.
19. The Defendant and the Plaintiff shall equally split the court costs and as the court costs are already paid, the Defendant shall reimburse each set of Plaintiffs (Zavala, Pacheco & Duran) one third (33.33%) of the half that the Defendant must reimburse.
20. The Defendant, **Daniel Hidalgo**, is hereby found to be in civil contempt of court for appearing one hour and fifteen minutes late for trial. Therefore, to purge himself of contempt, the Defendant is ordered to pay the attorney's fees for the Plaintiff's attorney for the one hour and fifteen minutes that he was late at the local customary rate of \$300 per hour for a total owed to the Plaintiff's attorney, Hon. Clint C. Thomas, Esq., the sum of \$375.00.

DONE and ORDERED this the 1st Day of November, 2024.


Laura M. Alvis
CIRCUIT COURT JUDGE
18th Judicial Circuit, State of Alabama