

STATE OF ALABAMA     )  
                          (  
BALDWIN COUNTY        )

RECEIPT AND RELEASE

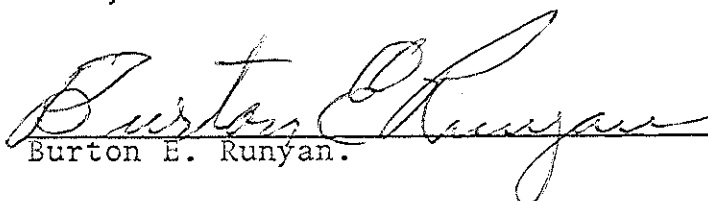
KNOW ALL MEN BY THESE PRESENTS: That I, the undersigned BURTON E. RUNYAN, being over the age of twenty-one years, for and in consideration of the sum of TWO THOUSAND FOUR HUNDRED SEVENTY EIGHT AND 90/100 DOLLARS (\$2,478.90) cash in hand paid to me on this day by M. L. ARNOULD, individually and d/b/a ARNOULD FLOORS, and his insurer, ST. PAUL INSURANCE COMPANIES, INC., a corporation, being that certain sum so awarded me by the Circuit Court of Baldwin County, Alabama, by judgment of even date herewith, the receipt of all of which is hereby acknowledged by me, there being no promise of further benefit or payment to be received, have, for myself and my heirs, executors, administrators and assigns, RELEASED AND DISCHARGED, and by these presents do hereby completely release, remise, acquit and discharge forever said M. L. Arnould, individually and d/b/a Arnould Floors, and his insurer, St. Paul Insurance Companies, Inc., a corporation, and any and all other persons, firms and corporations, jointly and severally, all and from any and all claims, demands, actions, causes of action, suits, costs, damages, and compensation of every kind, character and description, either direct or consequential, at law or in equity, which I may now have, or may have had at any time heretofore, or may have at any time hereafter, arising from, resulting from, or any manner growing out of or incidental to that certain incident which occurred on or about the 11th day of February, 1969, when I fell off the tail-gate of a pick-up truck, which accident occurred during the discharge of my duties as an employee of said M. L. Arnould, individually and d/b/a Arnould Floors, except necessary medical expense as provided for by law.

And in further consideration of the payment to me of the said sum of \$2,478.90 as aforesaid, and for other good and valuable consideration, the receipt whereof in full is hereby acknowledged by me, I do hereby covenant and agree on behalf of myself,

my heirs, executors, administrators and assigns, to protect, indemnify and save harmless, M. L. Arnould, individually and d/b/a Arnould Floors, and his insurer, St. Paul Insurance Companies, Inc., a corporation, and any and all other persons, firms and corporations, jointly and severally, from and against any and all claims, actions, suits and demands whatsoever which I now have or may have had at any time heretofore or may have at any time hereafter, at law or in equity, for damages, costs, expenses, compensation and loss of services on account of, or in any manner growing out of said incident occurring on the 11th day of February, 1969, as aforesaid.

To procure the payment of said sum of \$2,478.90 to me, I hereby declare that no representations about the nature and extent of any injuries, disabilities or damages sustained by me and made by any physician, attorney, or agent of any party hereby released, or any other party has induced me to make this release and indemnity agreement, that in determining the amount of said sum paid to me as aforesaid, there has been taken into consideration by me not only the ascertained injuries, disabilities and damages sustained by me, but also the possibility that said injuries and damages sustained by me may be permanent and progressive, and recovery therefrom uncertain and indefinite so that consequences not now anticipated may result from said incident, and that I am acting upon my own judgment, belief and knowledge of the nature, extent, injuries, disabilities and expenses sustained by reason of said incident occurring on the 11th day of February, 1969, as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 8th day of October, 1970.

  
Burton E. Runyan.

STATE OF ALABAMA     )  
                              (  
BALDWIN COUNTY        )

I, the undersigned Notary Public, within and for said State and County, do hereby certify that BURTON E. RUNYAN, who is known to me, and whose name is signed to the foregoing release and indemnity agreement, did acknowledge before me on this day that, being informed of the contents of said release and indemnity agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 8th day of October, 1970.

  
Alice L. Miller  
Notary Public, Baldwin County, Alabama.

**FILED**

OCT 8 1970

**ALICE J. DUCK**   CLERK  
REGISTER

9507

SETTLEMENT, PETITION, PHYSICIAN'S CERTIFICATE, AND JUDGE'S ORDER OF  
APPROVAL, UNDER WORKMEN'S COMPENSATION LAW OF ALABAMA

APPROVED BY CHIEF JUSTICE SUPREME COURT OF ALABAMA, JANUARY 3, 1940

STATE OF ALABAMA,

County of Baldwin } ss.

## IN THE MATTER OF COMPENSATION FOR INJURY

To Burton E. Runyan Employee.Against Arnould Floors Employer.SETTLEMENT  
AND  
PETITION.

The undersigned being the only parties interested in the above entitled matter, hereby petition the Court for approval of the following agreement and settlement, and agree and represent to the Court as follows:

That they are subject to the provisions of the Workmen's Compensation Law of Alabama, as amend-

ed. That the said employee, aged 51, residing at Robertsdale, Alabama

can  
Alabama, who ~~cannot~~ read and understand the English language, did on the 11th day of  
February 19 69 on or about 2:00 o'clock P. M., sustain injury by accident while  
employed by said employer, which injury occurred at Robertsdale, Alabama resulting in  
Left Shoulder injury with Permanent Partial-25% disability of said employee and consisted of  
(Specify disability extent and type)

That said employee was receiving, at the time of injury, wages at the rate of \$ \_\_\_\_\_ per week.

Therefore, it is hereby agreed that the employee is entitled to and shall receive compensation for said  
injury from the employer beginning \_\_\_\_\_ 19 \_\_\_\_\_, at the rate of \$ \_\_\_\_\_

per week during disability  
for \_\_\_\_\_ weeks payable as follows: \_\_\_\_\_

\_\_\_\_\_ ; all subject to the limitations  
of said Act, and the employee agrees to give proper receipts for each payment made hereunder.

The employee acknowledges that he has received to date medical and surgical treatment and benefits  
given by said Act and the employer agrees to continue to furnish the same, if any be necessary, to the ex-  
tent and in the manner required by said Act. The employee agrees to present himself for examination, or  
if physically unable to do so, to submit to examination by the physician or physicians designated by the  
employer, when requested.

This settlement is substantially in accordance with Sections 278 and 279 of the 1940 Code of Ala., as  
amended. When all payments hereunder have been made the employer shall be, and hereby is released  
from all claims on account of said injury, under said Act or otherwise. This settlement contains the whole  
agreement between the parties hereto.

Dated at Bay Minette, Alabama

October 8, 19 70

Burton E. Runyan  
BURTON E. RUNYAN Employee.

Arnould Floors  
ARNOULD FLOORS Employer.

By [Signature]  
[Signature] ss.

STATE OF ALABAMA,

County of Baldwin

On this 8th day of October, A. D. 19 70, before me, a Notary Public within

and for said County and State, personally appeared Burton E. Runyan  
to me known to be the identical person described in and who executed the foregoing instrument as em-  
ployee, and acknowledged that the same is true; and that after reading the same or having the same read  
to him, and with a full understanding of the terms and the effect thereof, he executed the same as his free  
act and deed and for the uses and purposes therein expressed, and as a full settlement of all claims on  
account of said injury.

Alice L. Miller  
Notary Public, Baldwin County, Alabama.

My commission expires 3/2/73

FILED

OCT 8 1970

ALICE J. DUCK CLERK  
REGISTER

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(Physician's Certificate should be executed and signed in each case)

STATE OF ALABAMA,  
County of Mobile } ss.

PHYSICIAN'S CERTIFICATE

I, Robert T. King, M.D., residing at Mobile, Alabama

certify that I am a physician duly licensed to practice in the State of Alabama; that I professionally attended Burton E. Runyan, the person described as employee in the foregoing instrument; that his injury and the nature and extent of his disability are as follows:  
Traumatic synovitis and probable partial rupture of the rotator cuff tendons of the left shoulder. Permanent partial disability is estimated as 25 percent of the left shoulder.

Subscribed and sworn to before me this 29th  
day of July, 1970.  
Due A. Stringer  
Notary Public,  
Mobile County, Alabama.  
My commission expires Jan 3, 1972

Robert T. King  
ROBERT T. KING, MD M. D.  
Orthopedic Surgeon

STATE OF ALABAMA,  
County of Baldwin } ss.

IN THE CIRCUIT COURT.

IN THE MATTER OF COMPENSATION FOR INJURY

To BURTON E. RUNYAN Employee.  
M. L. ARNOULD, individually and d/b/a  
Against ARNOULD FLOORS Employer.

ORDER  
APPROVING SETTLEMENT  
AND  
PETITION.

Upon reading and filing the foregoing joint petition, agreement, and settlement of the parties, and being fully advised in the premises, and it appearing that the allegations of said petition are true and that said settlement is substantially in accordance with the provisions of the Workmen's Compensation Law of Alabama.

IT IS ORDERED that the said petition, settlement, and release be, and the same hereby are approved, and that the parties in all things conform thereto.

Dated at Bay Minette, Alabama,  
October 8, 1970

Jeffery J. Marble  
Judge.

FILED

OCT 8 1970

ALICE J. DUCK

CLERK  
REGISTER

STATE OF ALABAMA

County of

CIRCUIT COURT

IN THE MATTER OF COMPENSATION  
FOR INJURY

To

Employee.

Against

Employer.

VOL

SETTLEMENT AND PETITION AND  
ORDER APPROVING  
DISABILITY

67

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Filed on this day of

A. D. 19

at o'clock M. in this office

Clerk.

By

Deputy.

BROWN PRINTING CO., MONTGOMERY 1955