

STATE OF MAINE
KENNEBEC, ss

SUPERIOR COURT
DOCKET NO. RE-08-65

GARY A. BOYLE and MARILYN J.
BOYLE,

Plaintiffs

v.

CONSENT FINAL JUDGMENT
(TITLE TO REAL ESTATE INVOLVED)

JASON I. FINLEY, MELISSA A.
FINLEY, ROBERT J. GARBACKI and
CECILIA GARBACKI,

Defendants

and

BANK OF AMERICA

Party-in-Interest

Upon the holding of a Judicial Settlement Conference on February 6, 2009, and with the consent of all parties in this case, together with all other parties referred to in Paragraph 1 below, it is, as of the 6th day of February 2008, hereby ORDERED, ADJUDGED, and DECREED as follows:

1. Bank of America, Kennebec Title Company, Inc. ("Kennebec"), First American Title Insurance Company ("First American"), and Peter T. Dawson, Esq. are hereby made Parties-in-Interest in this case.

2. Bank of America will discharge the mortgage originally granted by Defendant Jason I Finley to Fleet Bank, dated February 7, 2005 and recorded in the Kennebec County Registry of Deeds at Book 8316, Page 150, and now held by Party-in-Interest Bank of America, successor to Fleet Bank, upon compliance by the other parties hereto to the terms of this Judgment.

3. Upon such discharge, Plaintiffs Gary A. Boyle and Marilyn J. Boyle will hold title to the property described in the mortgage cited in Paragraph 2 of this Consent Final Judgment, commonly referred to as 78 South Road, China, Maine, free and clear of said mortgage.

4. The debt evidenced by a certain Promissory Note, made and delivered by Defendant Jason I. Finley to Fleet Bank, now Party-in-Interest Bank of America, simultaneously with the granting of the mortgage referenced in Paragraph 2, is released upon the payment of the sums to be paid Bank of America pursuant to this Order.

5. Defendant Robert J. Garbacki and Cecilia Garbacki, within thirty (30) days, shall pay Thirty Thousand Dollars (\$30,000.00) to Bank of America.

6. The Ex Parte Attachment and Trustee Process ordered in this matter on September 22, 2008, and recorded in Book 9860, Page 293, shall be discharged as soon as Bank of America receives the One Hundred Thousand Dollars (\$100,000.00) required by this Order.

7. The funds currently held under Trustee Process by Trustee Bank of America and Trustee Border Trust Company shall be paid to Party-in-Interest Bank of America, and Party-in-Interest Bank of America shall credit these funds to the One Hundred Thousand Dollars (\$100,000.00) payable to it under this Order. These funds consist of \$22,642.44, and consist of the trusteeed funds at Bank of America and Border Trust, except the \$1,728.42 in the account of Mellissa and Eric and the \$936.76 in the account of Melissa and Gianna. These excepted funds are released from the attachment.

8. First American and Kennebec shall pay Bank of America the sum of Twenty Three Thousand Six Hundred Seventy Eight Dollars and Seventy Eight Cents (\$23,678.78) each within thirty (30) days of the date of this Order.

9. Jason and Melissa Finley shall deed their interest in the China property currently co-owned with Robert and Cecilia Garbacki to the Garbackis immediately.

10. Jason Finley shall also execute and deliver to Robert and Cecilia Garbacki a promissory note in the amount of Forty Six Thousand Dollars (\$46,000.00) with interest payable at the rate of four percent (4%) per annum payable in monthly payments of interest only with the entire principal and unpaid interest due five (5) years from the date of the note.

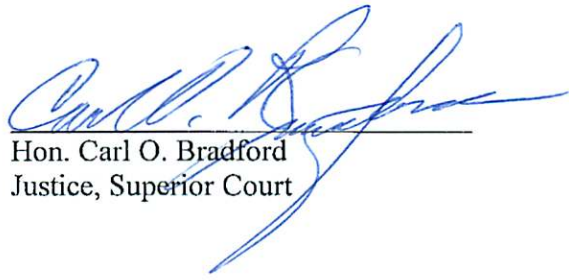
11. All parties shall forward the sums to be paid Bank of America to counsel for Bank of America who shall hold such funds until all are received and upon such event shall provide a discharge of its mortgage to Plaintiffs' counsel for recording.

12. All parties shall sign and deliver a complete release of each other for all claims arising out of the properties in China Maine (or the mortgages therein) referenced in paragraphs 2 and 3 above, with standard terms.

13. In all other respects, the above-captioned matter is dismissed with prejudice and without costs.

14. This Order was read into the record before Justice Carl O. Bradford on February 6, 2008, who confirmed that it was the agreement of each party.

15. The Clerk is instructed to reference this Order on the docket pursuant to Rule 79(a) of the Maine Rules of Civil Procedure.



Hon. Carl O. Bradford
Justice, Superior Court