

ALFRED MCZEAL, SR.

15TH JUDICIAL DISTRICT COURT

VERSUS

DOCKET NO. 2004-6242

SOUTHERN CONSUMERS COOP, INC.
ET AL

LAFAYETTE PARISH, LOUISIANA

CONSOLIDATED WITH

SOUTHERN CONSUMERS
COOPERATIVE, INC.

15TH JUDICIAL DISTRICT COURT

DOCKET NO. 2005-6037

VERSUS

ALFRED MCZEAL, JR.

LAFAYETTE PARISH, LOUISIANA

**JUDGMENT ON MOTION FOR
AUTHORITY TO CANCEL MORTGAGE/VENDOR'S LIEN**

This matter came up for hearing November 10, 2008 on Motion For Authority to Cancel Mortgage/Vendor's Lien. Present in Court were: Mr. Kaliste Saloom, III representing Southern Consumers Cooperative, Inc. and Mr. Alfred McZeal, pro se. After consideration of the pleading, evidence and argument, the Court is satisfied that there is no current holder in due course of the promissory note dated March 19, 1996 in the original sum of \$30,000 executed by Alfred McZeal as Maker and payable to the order of Southern Consumer Cooperative, Inc. Southern Consumers Cooperative, Inc., the initial holder of the note, failed to present sufficient proof at the trial on June 18, 2008 that it was the current holder of the note and any action to enforce the note by Southern Consumers Cooperative, Inc. is barred by the doctrine of res judicata.

There being no valid, enforceable promissory note, the mortgage securing said note is declared unenforceable. This Court does not reach the issue of whether Southern Consumers Cooperative has a valid vendor's privilege on the property.

Each side is to bear its own costs of this Rule.

Lafayette, Louisiana this 19th day of December, 2008.


MARILYN C. CASTLE, District Judge

ALFRED MCZEAL, SR.

VERSUS

SOUTHERN CONSUMERS COOP, INC.
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15TH JUDICIAL DISTRICT COURT

DOCKET NO. 2004-6242

LAFAYETTE PARISH, LOUISIANA

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DOCKET NO. 2005-6037

LAFAYETTE PARISH, LOUISIANA

JUDGMENT

This matter came up for trial on June 18, 2008. Present in Court were Plaintiff, Mr. Alfred McZeal, appearing pro se, and Mr. Kaliste Saloom, II and Mr. Kenneth Mayers appearing for Southern Consumers Cooperative, Inc. After consideration of the record and the evidence submitted herein,

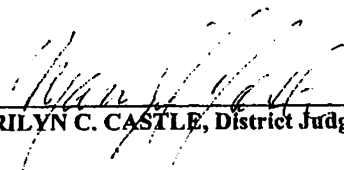
IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment is granted herein in Docket #2004-6242 in favor of Plaintiff, Alfred McZeal and against Southern Consumers Cooperative, Inc. finding that a valid and enforceable contract to pay retirement benefits was entered between the parties. Plaintiff is entitled to judgment in the amount of \$67,949.89 representing monthly payments of \$1,580.25 (accruing at the rate of \$790.13 on the first and 15th of each month), commencing December, 2004 and continuing until the date of trial, with legal interest from December 28, 2004 (date of judicial demand) on the December, 2004 payments and with legal interest on each subsequently due payment from the date such payment became due and owing. In addition, the Court finds Mr. McZeal is entitled to receive these monthly payments under the terms of his agreement with Southern Consumers Cooperative until his death.

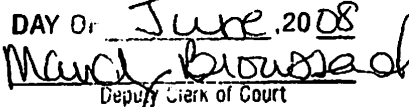
IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment is granted herein in favor of Plaintiff, Alfred McZeal and against Southern Consumers Cooperative, Inc. dismissing the claims of Southern Consumers Cooperative, Inc. on the suit on promissory note in Docket # 2005-6037.

Southern Consumers Cooperative, Inc is cast with all costs of these proceedings through this date.

The previously dismissed Defendants in Docket # 2004-6242 are permitted to reserve their rights to file a Motion for Sanctions against Plaintiff under LA. Code of Civil Procedure Art. 863 and to seek cost against Plaintiff in conjunction therewith.

Lafayette, Louisiana this 18th day of June, 2008.


MARILYN C. CASTLE, District Judge

FILED THIS 18
DAY OF June 2008

Deputy Clerk of Court