

FINAL DECREE OF DIVORCE

2429

No. 173-712

A. C. BRONAUGH

Complainant

vs.

IDA R. BRONAUGH

Respondent

CIRCUIT COURT, TENTH JUDICIAL CIRCUIT
OF ALABAMA
EQUITY DIVISION



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Shelby Cnty Judge of Probate, AL
07/14/1978 08:28:00 AM FILED/CERT

FINAL DECREE OF DIVORCE

This cause, coming on to be heard, was submitted for final decree upon the pleadings and proof as noted. Upon consideration thereof, it is ordered, adjudged and decreed by the Court as follows:

FIRST: That the bonds of matrimony heretofore existing between the Complainant and Respondent are dissolved, and the said A. C. BRONAUGH is forever divorced from the said IDA R. BRONAUGH

SECOND: That neither the Complainant nor the Respondent shall again marry except to each other until sixty (60) days after the date of this decree. If an appeal from this decree is taken within sixty (60) days neither the Complainant nor the Respondent shall marry again except to each other during the pendency of said appeal.

THIRD: That the costs of Court accrued herein are hereby taxed against the Respondent for the collection of which let execution issue and if returned "no property found" then let execution for costs issue against the Complainant.

FOURTH: It is further CONSIDERED, ORDERED, ADJUDGED and DECREED by the Court that the agreement of the parties filed in this cause, attached hereto, is hereby ratified and approved and made a part of this decree the same as if fully set out herein.



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Shelby Cnty Judge of Probate, AL
07/14/1978 12:00:00 AM FILED/CERT

FILED IN OPEN COURT

This 6th day of November, 1972
W. C. Farvay, Jr.
acting REGISTER
By W. C. Farvay, Jr.
C. O. D. G. S. Judge D. R.

Ordered and decreed this the 6th day of November, 1972

Circuit Judge,
In Equity Sitting.

Filed in office: Nov. 6, 1972
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A. C. BRONAUGH,

COMPLAINANT

VS.

IDA R. BRONAUGH,

RESPONDENT

IN THE CIRCUIT COURT

TENTH JUDICIAL CIRCUIT

W.D. BRADY, JR.
ACTING RECORDER ALABAMA, IN EQUITY

E.O.D.

CASE NUMBER 173-712

SEPARATION AGREEMENT

Now come the Complainant, A. C. Bronaugh and the Respondent, Ida R. Bronaugh and do make and enter into this separation agreement and do covenant as follows:

1. That this agreement is not made to induce a divorce but is made to compromise and settle in full difficult and complex questions of personal and property rights and liabilities between the parties; and that this agreement shall be and become a part of any decree of divorce granted between the said parties.

2. The Complainant and Respondent own jointly with survivorship provision, certain real estate in Washington County, Alabama. The Complainant has conveyed to Respondent, by warranty deed, delivered to her contemporaneously herewith, all of his right, title and interest in and to said property.

3. That the Complainant is the sole owner of the home of the parties located at 1428 Fern Cliff Circle, in Birmingham, Alabama, subject to a mortgage held by Jefferson Federal Savings and Loan; that Respondent is presently in sole possession of said home; that the parties agree that the said home shall be offered for sale forthwith for no less than Twenty Eight (\$28,000.00) Dollars; that the Respondent shall have the exclusive right to occupy said home pending the negotiation for said sale; that Respondent shall vacate said home within thirty (30) days following the execution of a contract to sell said home; that Respondent, in any event, shall vacate said home on or before six (6) months from the date hereof, unless Complainant



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agrees in writing to an extension of time for Respondent to vacate said premises; that from the proceeds derived from the said sale, said mortgage indebtedness shall be paid in full; and the Complainant shall be entitled to a credit for all expenses paid on said home on and after October 1, 1972, said expenses to include all payments made to principal and interest on said mortgage, taxes, insurance, the actual cost of painting and any other improvements reasonably necessary to effectively sell said home. Following the payment of said mortgage indebtedness and reimbursement to Complainant of said expenses from said proceeds of sale, the then net equity shall be divided one-half to Complainant and one-half to Respondent.

4. The Complainant does hereby convey to Respondent all of the household furniture, fixtures, appliances and supplies located in said home, except the Respondent shall convey and release to him the following items: wrought iron breakfast room suite, maple desk and chair, and chest of drawers.

5. The Respondent does hereby convey to Complainant all of the property on his Shelby County, Alabama farm, including livestock, implements, tools, equipment, house-hold furniture, equipment and supplies, except Complainant shall convey and release to Respondent her registered stud walking horse, Walkaway Merry Go Boy and her bay gelding walking horse.

6. Respondent does hereby release and quit claim to Complainant and all claims to his real property in Shelby County, Alabama, and elsewhere; and Complainant shall hold Respondent harmless from any liability on that certain indebtedness to Jefferson Federal Savings and Loan secured by mortgage against the said Shelby County property.

7. Complainant shall pay, and hold Respondent harmless from, all open accounts and credit card accounts incurred by the parties during the marriage.

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8. Other than as stated hereinabove, the Respondent hereby releases, acquits and forever discharges the Complainant of and from any and all claims and rights of separate support and maintenance and alimony, periodic, temporary, permanent, or in gross, and generally from every obligation whatsoever to her individually, due or to become due by virtue of their previous marriage, including but not limited all rights of dower, all homestead rights, all rights under the laws of intestacy, all rights of the widow to descent from her husband's will, all rights of widow's support and allowance, and the said Respondent hereby releases, acquits and forever discharges the said Complainant, his heirs, executors, administrators and personal representatives of and from any and all claims, liabilities, expenses due or to become due to her individually or otherwise.

9. Each party shall execute whatever legal instruments which may become necessary to pass title on the sale of the home as outlined in Paragraph Three hereinabove, and any other legal instruments which may become necessary in accordance with the provisions of this agreement.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals on this the 3rd day of November, 1972.

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Shelby Cnty Judge of Probate, AL
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A. C. Bronaugh
A. C. BRONAUGH
Ida R. Bronaugh
IDA R. BRONAUGH

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Sandra W. Bentley, a Notary Public in and for said County, in said State, hereby certify that Ida R. Bronaugh whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of November, 1972.

Sandra W. Bentley
NOTARY PUBLIC

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STATE OF ALABAMA)
JEFFERSON COUNTY)

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Shelby Cnty Judge of Probate, AL
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I, Richard D. Bentley, a Notary Public in
and for said County, in said State, hereby certify that A. C.
Bronaugh whose name is signed to the foregoing agreement,
and who is known to me, acknowledged before me on this day
that being informed of the contents of the agreement, he
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd
day of November, 1972.

Richard D. Bentley
NOTARY PUBLIC

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Shelby Cnty Judge of Probate, AL
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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1978 JUL 14 AM 8:28

Thomas A. Lawrence, Jr.
JUDGE OF PROBATE

Rec. 7.50
Dul. 1.00
8.50

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