

The State of Alabama, Shelby County

CIRCUIT COURT

CIVIL ACTION NO. E 135676

MARTHA S. CARDEN

Plaintiff

vs.

RUSSELL ROGER CARDEN

Defendant

This cause coming on to be heard was submitted upon Bill of Complaint, _____ on

Answer and Waiver of Defendant

_____ and Testimony as noted by the Register, and upon consideration thereof, the Court is of the opinion that the Plaintiff is entitled to the relief prayed for in said bill. The Court being satisfied from all the testimony that there exists such a complete incompatibility of temperament that the parties can no longer live together.

It is therefore ordered, adjudged and decreed by the Court that the bonds of matrimony heretofore existing between the Plaintiff and Defendant be, and the same are hereby dissolved, and that the said _____

Martha S. Carden

is forever divorced from the said

Russell Roger Carden.

for and on account of incompatibility of temperament between the parties, and irretrievable breakdown of the marriage, the Court being satisfied that further attempts at reconciliation are impractical and futile and are not in the best interest of the parties or family.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED, AND DECREED by the Court that the Separation Agreement which is attached hereto as Exhibit "A" and by reference hereto is made a part hereof, is ratified, approved, and confirmed by the Court in this cause, and the Plaintiff and the Defendant are ordered and directed to faithfully perform their respective obligations as set forth therein.

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Shelby Cnty Judge of Probate, AL
03/05/1981 12:00:00 AM FILED/CERT

It is further ordered, adjudged and decreed that neither party shall marry again except to each other until 60 days after the date of this divorce decree and if an appeal is taken (which must be instituted within 42 days from this decree or from the date that a post trial motion is denied), then neither party shall again marry except to each other during the pendency of the appeal.

the Plaintiff and the Defendant

It is further ordered that _____

they are

be, and _____ hereby permitted to again contract marriage upon the payment of the cost of this suit.

Defendant

It is further ordered that _____ the _____ pay the cost herein to be taxed, for which execution may issue.

This 10th day of November, 1976

S/ James H. Sharbutt

Judge Circuit Court

Kyle Lansford

I, _____, Register

Shelby

of the Circuit Court for _____ County, Alabama, do hereby certify that the foregoing is a correct copy of the original decree rendered by the Judge of the Circuit Court in the above stated cause, which said decree is on file and enrolled in my office, and the cost has been paid.

Witness my hand and seal this the 10th day of

November, 1976

Kyle Lansford

Register of Circuit Court

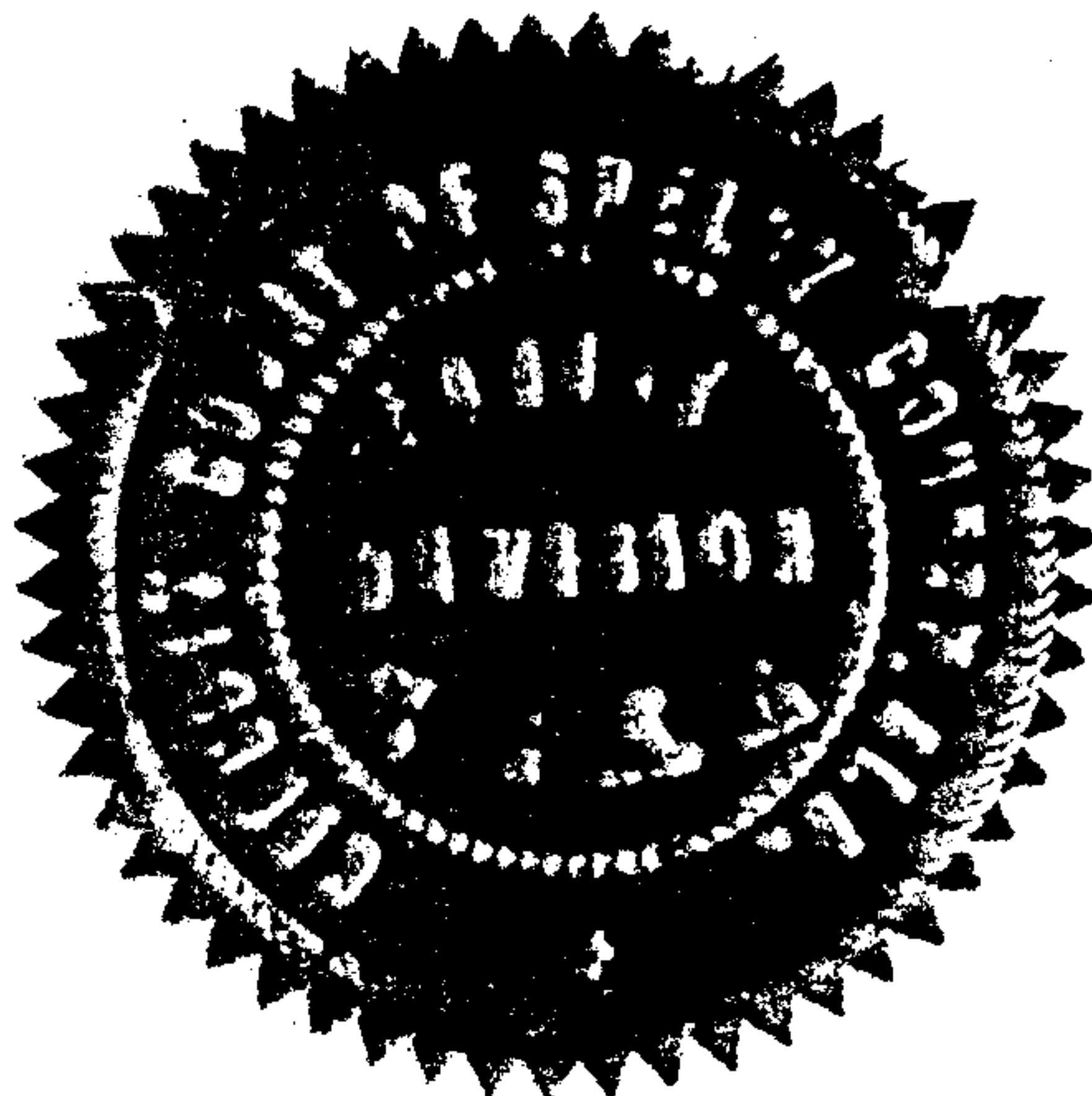


EXHIBIT "A"

STATE OF ALABAMA

SHELBY COUNTY

SEPARATION AGREEMENT

This Agreement made by and between Martha S. Carden, hereinafter referred to as "Wife", and Russell Roger Carden, hereinafter referred to as "Husband" on this the day below written:

W I T N E S S E T H:

THAT WHEREAS, the Wife and Husband have separated and have concluded that they can no longer live together as Husband and Wife, and contemplate instituting divorce proceedings in the Circuit Court of Shelby County, Alabama, and

WHEREAS, the parties have reached agreement without collusion as to the terms of their separation, property settlement, and desire to reduce to writing their agreements,

NOW THEREFORE, in consideration of the premises, and the further consideration of the mutual covenants and promises set out herein, said Wife and said Husband do hereby covenant and contract, and do hereby mutually agree, as follows:

1. That should a decree be hereafter entered in said contemplated divorce case divorcing the Wife and the Husband, this Separation Agreement shall become a part of the final decree rendered in said cause terminating the marriage between said Wife and said Husband, and shall be fully binding on the Wife and on the said Husband, if approved, ratified, or confirmed by the Court.

2. That the Wife shall have the permanent care, custody, and control of Marianne Carden, whose birthdate is May 24, 1972, and Dana Lynn Carden, whose birthdate is February 18, 1967, they being children of the Husband and Wife, subject to the right of the Husband to visit with said children at reasonable times and places, provided he gives the Wife reasonable advance notice of such intended visitation, and subject to the further right of the Husband to have the temporary custody of said children from time to time, provided he gives the Wife advance notice of such intended temporary custody and provided she agrees thereto, it being intended that the Husband shall have the right to temporary custody of said children at least during

BOOK 39 PAGE 758

one weekend of each month hereafter and at least two full weeks during the Summer vacation months of each year hereafter.

3. The Husband shall pay to the Wife thereafter the sum of \$75.00 per month for the support and maintenance of said Marianne Carden, and shall also pay to the Wife the sum of \$75.00 per month for the support and maintenance of said Dana Lynn Carden, during the minority and dependency of said children. If the Husband becomes unemployed and remains unemployed for as much as three months at any one time, and if the Husband as a result thereof is not able to pay the full amount of such child support payments during such period of unemployment, the Wife agrees that said Husband may have additional time, as may be reasonable, to catch up and make current such child support payments as may be delinquent after he goes back to work. The Wife agrees that the Husband may claim said children as exemptions for Federal and State income tax purposes for the year 1976 and for the succeeding years during the minority and dependency of said children.

4. The Husband agrees to pay all outstanding bills and accounts incurred by the Husband and the Wife during the course of their marriage and which were still unpaid on the date of their separation, to-wit, November 8, 1976.

5. The Husband and the Wife acknowledge that the home in which they resided prior to their separation and approximately six acres of land upon which the said home is situated in Shelby County, Alabama, is owned jointly by the Husband and the Wife, as joint tenants with right of survivorship; the Wife agrees that the Husband will have the right of exclusive possession of said real estate during the term of his natural life, and the Husband agrees to pay all ad valorem taxes levied on said property, to keep in force and effect a standard policy of insurance protecting said home from fire and other perils in an amount equal to the value thereof, and to provide for the reasonable upkeep and maintenance of said house during such period, and the Husband and the Wife agree and covenant that said real estate will not be sold, conveyed, mortgaged, or otherwise encumbered during the life of the Husband, at private sale, or by court proceedings for partition or sale for division, except by mutual consent and agreement joined in by said husband and said Wife.

6. The Husband and Wife acknowledge that the Wife presently owns and


holds one hundred fifty (150) shares in Vastex, Inc., a corporation, a 1977 Toyota automobile which was recently purchased in her name, Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars in cash which she recently received from the joint account, and one 1967 Breezewood Mobilehome 60 by 12, Serial No. 8-60LR12-1830 (with gas tank) which has been conveyed to her on this same date.

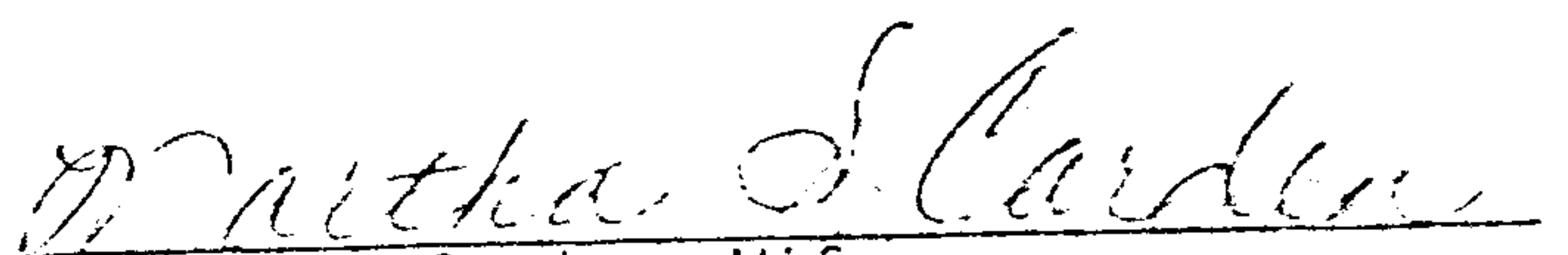
7.The Wife represents and acknowledges that she has no present plans to move her residence from the State of Alabama, and she acknowledges that should she later move her residence, and the residence of said children, namely, Marianne Carden and Dana Lynn Carden, from the State of Alabama, the Husband's opportunity to exercise his visitation and child custody rights for said children would be diminished and limited; therefore, the Husband and the Wife agree that, should the Wife hereafter remove the permanent residence of either of said children from the State of Alabama during the minority and dependency of said children, the provisions of this Separation Agreement relative to temporary custody of said children by the Husband, visitation of said children by the Husband, and support and maintenance payments by the Husband to the Wife, shall be void and shall be subject to review, modification, and revision, at the request of either the Husband or the Wife.


8. The Wife and Husband acknowledge that neither the Wife nor Husband shall owe each other any further, additional, or different obligations of support or property settlement or alimony now or hereafter other than those obligations and agreements which are set forth herein and the fulfillment of said obligations and agreements.

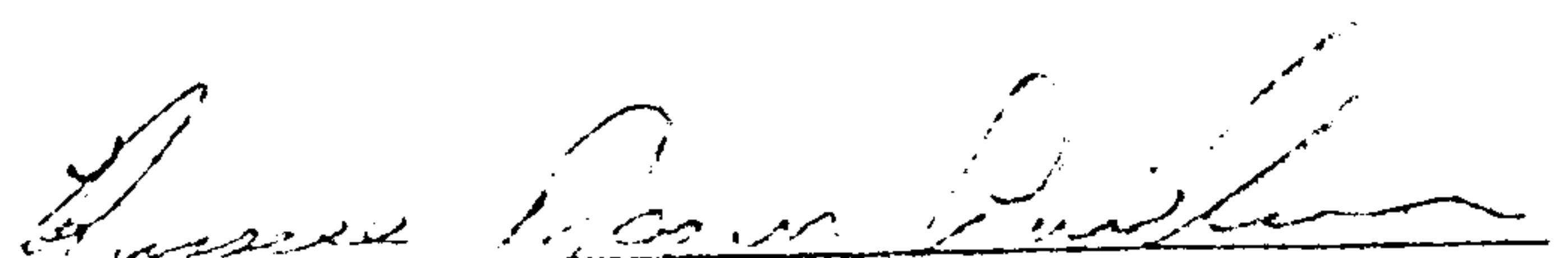
IN WITNESS WHEREOF, the Wife and Husband have hereunto set their hands and seals this 15th day of November, 1976.

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Shelby Cnty Judge of Probate, AL
03/05/1981 12:00:00 AM FILED/CERT


Witness


Martha S. Carden, Wife


Witness


Russell Roger Carden, Husband

MARTHA S. CARDEN,
PLAINTIFF

VS.

RUSSELL ROGER CARDEN,
DEFENDANT

SHELBY

COUNTY OF
ALABAMA

CIVIL ACTION NO. E-1350-76

JUDGMENT MODIFYING DIVORCE DECREE

The Petition To Modify Divorce Decree filed in this cause on the 25th day of January, 1977, the same having been filed jointly by Martha S. Carden, Plaintiff, and Russell Roger Carden, Defendant, and the Court having considered and understood the same, is of the opinion that the Divorce Decree or judgment entered in this cause on November 10, 1976, and the Separation Agreement entered into by the Plaintiff and the Defendant attached thereto and made a part thereof, should now be modified as petitioned by the Plaintiff and the Defendant, and further, that it is in the best interests of the minor children of the Plaintiff and the Defendant, namely, Dana Lynn Carden and Marianne Carden, that said modification be now ordered and approved by the Court;

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED, AND DECREED by the Court that the agreements entered into by and between the Plaintiff and the Defendant as set forth in said Petition To Modify Divorce Decree, a copy of the same being attached hereto as Exhibit "A" and by reference hereto being made a part hereof, are ratified, approved, and confirmed by the Court in this cause; that the Plaintiff and the Defendant are hereby ordered and directed to faithfully perform their respective obligations as set forth in said Petition To Modify Divorce Decree; and that said Divorce Decree or judgment heretofore entered in this cause on November 10, 1976, and the Separation Agreement attached thereto be, and the same is hereby modified to conform to said agreements of the Plaintiff and the Defendant as set forth in Paragraph No. 2 of said Petition To Modify Divorce Decree which is attached hereto and made a part hereof.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED, AND DECREED by the Court that costs of Court in this cause accrued be, and the same are hereby, taxed against the Defendant, for which let execution issue.

DONE AND ORDERED this 25th day of January, 1977.

S/ James H. Sharbutt
Judge of Circuit Court

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Shelby Cnty Judge of Probate, AL
03/05/1981 12:00:00 AM FILED/CERT

BOOK 30 PAGE 761

Martha S. Carden
Plaintiff

vs.

Russell Roger Carden,
Defendant

In the Circuit Court
of Shelby County,

Alabama



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Shelby Cnty Judge of Probate AL
03/05/1981 12:00:00 AM FILED/CERT

Petition To Modify Divorce Decree

To the Honorable James H. Shadrutt, Judge of
Said Court:

Come now Martha S. Carden, Plaintiff in
the above styled cause, and Russell Roger
Carden, Defendant in the above styled
cause, and jointly represent and shew
unto the Court as follows:

1. That the Plaintiff and the Defendant
were formerly ~~husband~~ Wife and Husband,
having been heretofore divorced by
judgment entered in the above styled
cause on November 10, 1976.

2. That the circumstances of the Plaintiff
and the Defendant, and of their
minor children, namely Sara Lynn
Carden and Marianne Carden, have
materially changed subsequent to
said divorce judgment, and that the
Plaintiff and the Defendant have
now, without collusion, made and
entered into an agreement relative to
said minor children, as follows:

That said Russell Roger Carden, the
father of said children, shall have the
permanent care, custody, and control
of both of said minor children, subject

to the right of said Martha S. Carden to visit with said children at reasonable times and places, and subject to the right of said Martha S. Carden to have the temporary custody of said children from time to time as may be mutually agreed upon. That said Russell Roger Carden will not hereafter owe any sums of money to said Martha S. Carden for the support and maintenance of said minor children. That the said Martha S. Carden acknowledges that she ~~is~~ has conveyed to said ^{Russell} Roger Carden the 150 shares in Vastex Inc., a corporation, which she formerly owned and held, and she hereby agrees that the ownership of said stock may be transferred to said Russell Roger Carden on the books of said corporation. That Paragraph No. 5 of the Separation Agreement attached to said Divorce Decree or judgment of November 10, 1976, referred to the home and approximately six acres of land upon which said home is situated as being jointly owned by the said Martha S. Carden and Russell Roger Carden, as joint tenants with right of survivorship, whereas the legal title thereto was actually in the name of said Russell Roger Carden alone, the parties being mistaken in stating that said property was jointly owned: said Martha S. Carden acknowledges that she now owns and claims no interest whatsoever in said real estate, that the provisions of said Paragraph No. 5 of said Separation Agreement are void and of no effect, and that she will make a quitclaim deed to said Russell Roger Carden,

BOOK 39 PAGE 763



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Shelby Cnty Judge of Probate, AL
03/05/1981 12:00:00 AM FILED/CERT

at such time as he may hereafter request her to.
3. That it is in the best interests of said minor children that said divorce judgment of November 10, 1976, and the written Separation Agreement thereto attached be modified, as set forth above in Paragraph No. 2 herein.

THE PREMISES CONSIDERED, said Martha S. Carden and said Russell Roger Carden jointly move and petition the Court to modify said Divorce Decree or judgment entered in this case on November 10, 1976, and the written Separation Agreement thereto attached as petitioned for herein.

Witness our hands and signatures this 22nd day of January, 1977.

Witness:

[Signature]

Martha S. Carden
Plaintiff

Witness:

[Signature]

Russell R. Carden
Defendant



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Shelby Cnty Judge of Probate, AL
03/05/1981 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCKET WAS FILED

1981 MAR -5 AM 10:00

Thomas A. [Signature]
JUDGE OF PROBATE

Recd. 12.00

Dud. 1.00

13.00