

IN RE: THE MARRIAGE OF

DR 81

No.

426
501-062

JGB

LLOYD J. ENGMAN, JR.

PLAINTIFF.

and

TRUDY M. ENGMAN

DEFENDANT.

CIRCUIT COURT
TENTH JUDICIAL CIRCUIT OF ALABAMA
CIVIL ACTION
IN EQUITY

FINAL JUDGMENT OF DIVORCE

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

FIRST: That the bonds of matrimony heretofore existing between the parties are dissolved, and the said

LLOYD J. ENGMAN, JR.

and said

TRUDY M. ENGMAN

are divorced each from the other.

SECOND: That neither party shall marry again except to each other until sixty (60) days after the date of this Judgment of Divorce, and if an appeal is taken (which must be instituted within forty-two (42) days from this Judgment, 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.

THIRD: That the costs of Court accrued herein are hereby taxed against the Defendant.

FOURTH: It is further ORDERED, ADJUDGED AND DECREED by this 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, and the parties to this cause are ordered to comply therewith.

LAST ITEM

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DONE and ORDERED this the

5th

day of

March

19 81

Copies of this Judgment mailed pursuant to Rule 77(b) of the Alabama Rules of Civil Procedure this date.

Dated: 3/11/81, 19 81

JOE G. BARNARD

Circuit Judge,
Civil Division
Shelby County

IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT
OF ALABAMA, IN EQUITY

IN RE THE MARRIAGE OF)

LLOYD J. ENGMAN, JR.)

Plaintiff)

and

TRUDY M. ENGMAN)

Defendant)



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Shelby Cnty Judge of Probate, AL
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CIVIL ACTION NUMBER

DR 81 501-062 JCB

AGREEMENT AND STIPULATION OF PARTIES

WHEREAS, the Plaintiff, Lloyd J. Engman, Jr., will file suit for divorce against the Defendant, Trudy M. Engman, in the Circuit Court, Tenth Judicial Circuit of Alabama, styled as above, and,

WHEREAS, the parties in their own proper person, being mutually desirous of perfecting an amicable settlement of their property either mutually owned by them during their marriage or separately acquired, alimony and child custody and support and other disposition of property,

IT IS HEREBY mutually understood and agreed between the parties hereto as follows:

1. Each party shall convey and deliver to each other all their personal clothing and effects.

2. The parties of the marriage have two minor children, Ernest B. Engman, born March 10, 1967, and Charles E. Engman, born July 16, 1968, both being born in the State of Alabama.

Custody of said children shall be vested in the Defendant subject to the Plaintiff having reasonable rights of visitation at reasonable times and places with reference to his two children. Prior to exercising visitation rights, the Plaintiff will give the Defendant twenty-four (24) hour advance notice. Child support shall be for one (1) year after granting of Final Judgment of

Divorce, Two Hundred Fifty Dollars (\$250.00) per month for each child. Child support money for the first and subsequent years following the granting of the Judgment of Divorce shall be due on or before the 15th of each month, the first monthly payment being due in the month of the granting of the Judgment of Divorce in full with no proration as this aforementioned child support money has been paid to the Defendant during the time of separation and may possibly have been paid prior to the granting of the Judgment of Divorce, and if so paid, will, of course, count as the payment due for the month that the Judgment of Divorce is granted. After the first year of the granting of the Judgment of Divorce, the Plaintiff will pay monthly to the Defendant, twenty-five percent (25%) of his net base takehome pay excluding overtime, bonus, incentive, etc., as child support, and said child support shall continue until the youngest child reaches nineteen (19) years of age, however, payment shall decrease to one-half of the aforementioned percentage when the oldest child reaches nineteen (19) years of age, and thereafter be figured on a 12 1/2 percent (12 1/2%) basis. In addition, the Plaintiff will retain, or if necessary, obtain, medical insurance for each child at his place of employment as he now has, as well as be responsible for regular and reasonable dental, pharmaceutical and medical bills not covered by insurance that have been presented to him for each of his children during the time that he is supporting each child. Plaintiff agrees to promptly deliver medical insurance cards to the Defendant confirming said medical insurance.

3. As the children of the parties begin to drive, the automobile insurance of the Defendant will increase and the Plaintiff agrees to pay one-half of the direct increase in auto insurance annually caused by having one or both of the children on the Defendant's automobile insurance policy so long as the Plaintiff is responsible to support either of the children.

4. The Plaintiff will also pay to the Defendant alimony which shall amount to Six Hundred Dollars (\$600.00) per month for the term of one year from the granting of the Final Judgment

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of Divorce. Said moneys shall be due on the last day of each month (and this shall apply to alimony moneys due after the first year also). The first installment due shall be due on the last day of the month in which the Judgment of Divorce is granted. After one year has elapsed, the Six Hundred Dollars (\$600.00) per month will end, and thereafter, the Plaintiff shall pay as alimony one-half of the house payment (which includes principal and interest on the mortgage, ad valorem taxes and hazard insurance), which house's street address and legal description are set out below. Alimony payment shall continue until the youngest child reaches nineteen (19) years of age or until such time as the Defendant remarries or the house in question is sold by the Defendant, which ever event shall first occur, and at said time, alimony payment shall end. If the house in question is sold by the Defendant, voluntary or involuntary, before the youngest child reaches nineteen (19) years of age, then the net received from the equity shall be equally split between the parties hereto. In the event that the Plaintiff remarries before the youngest child reaches nineteen (19) years of age, then in said event the house in question shall be sold and the equity split equally between the parties. Be it further understood, however, that at any time in this agreement where it is mentioned that the homeplace in question is to be sold, that the Defendant does have the right to buy the one-half value of the Plaintiff's equity in the house in question and keep the house for herself. In the event that the house has not been sold or the Defendant remarried before the youngest child reaches nineteen (19) years of age, then in such case, the interest of the Plaintiff in the homeplace equity shall cease at said time, and all right, title and interest of the Plaintiff in said homeplace shall be transferred to the Defendant. The parties hereto after the Judgment of Divorce is granted shall cause a new deed to be executed transferring title to this real estate in question to the Defendant subject to easements and restrictions of record ~~and subject to the mortgage on the homeplace in question~~ and subject to the mortgage on the homeplace in question which the Grantee/Defendant shall assume and agree to pay according to the terms thereof and hold the Plaintiff free and harmless

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of any further obligations, provided that all payments called for under this agreement in the form of alimony are timely made by the Plaintiff. This real estate is located at 1133 Caribbean Circle, Alabaster, Alabama 35007. The legal description of this property is as follows:

Lot 12, Block 1, Survey of Southwind, First Sector, Map Book 6, Page 72, Shelby County, Alabama.

When and if the real estate in question is sold by the Defendant for any reason herein whereby the Plaintiff is to receive one-half of the net equity, then the market value or the appraisal figure must be a fair and reasonable market value of said real estate. Defendant shall have the right to sell the house in question at anytime she desires but subject to the rights of the Plaintiff herein, which shall constitute a lien on the homeplace until the rights of the Plaintiff have expired. If the Defendant so desires, at a later time after the rights of the Plaintiff have expired in this real estate in question, the Plaintiff shall execute and promptly deliver to the Defendant a quitclaim deed on the property in question at said time. In no event can the Plaintiff cause the real estate in question to be sold unless one of the aforementioned event(s) occur. The Defendant shall be responsible for the future upkeep of the house in question after the Judgment of Divorce including mortgage payments and the house shall be considered the Defendant's subject only to the Plaintiff's aforementioned rights to his part of the equity.

5. The Plaintiff has a policy of life insurance with State Farm in the amount of Thirty Thousand Dollars (\$30,000.00) and will make the Defendant irrevocable beneficiary on said policy for so long as the Plaintiff is responsible to support either of his children. Thereafter, the irrevocable beneficiary rights of the Defendant shall end and the policy will thereafter belong to the Plaintiff entirely. The Plaintiff agrees to promptly provide the Defendant with written documentation of the status of the beneficiary provisions under the aforementioned policy of life insurance. After irrevocable beneficiary rights of the Defendant end, Defendant shall execute documents necessary to vest full beneficiary ownership rights back into the name of the

Plaintiff.

6. In the event of the Plaintiff's death, all obligations of the Plaintiff to the Defendant herein (child support and/or alimony) shall end, and the Plaintiff's estate shall not be obligated for any further payments. Further, if the Defendant/wife dies prior to the Plaintiff/husband fulfilling all his alimony obligations to the Defendant in this agreement, then all the Plaintiff's alimony obligations to the Defendant by this agreement would cease at said time of death, and at said time the interest of the Defendant in the aforementioned real estate homeplace described in ¶4 above shall be transferred, assigned and conveyed and turned over to the Plaintiff/subject to the first mortgage on said real estate and Defendant's administrators or executors are hereby directed and authorized to complete the necessary documents to make this transfer. In the event of the Plaintiff's death, the Defendant shall be relieved of all restrictions of transfer of the realty as set out in ¶4 of this Agreement and the Plaintiff's estate shall have no interest in the real estate homeplace whatsoever.

Further, Plaintiff shall receive full custody and control of the minor children of the parties in the event of the death of the Defendant, at the time of death of the Defendant.

7. The parties hereto have heretofore divided up all their household furniture, furnishings and appliances and elect not to specifically set out what each party gets.

8. The Plaintiff shall furnish the Defendant with documentation or proof of his current net base take-home pay at least on an annual basis.

9. The Plaintiff shall have the right to claim both children on his income tax return so long as he is responsible to support each of said children.

IT IS FURTHER UNDERSTOOD AND AGREED that the above and foregoing Agreement and Stipulation of Parties is not an agreement for divorce, but in the event a divorce is granted in the above



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styled cause, the parties hereby request that the terms of this Agreement and Stipulation of Parties by fully incorporated in the Decree of Divorce.

DONE this the 4th day of March, 1981.

WITNESSES:

Barbara G. Whitsett

Lloyd J. Engman, Jr.
LLOYD J. ENGMAN, JR.

William J. Lewis

County Clerk

Trudy M. Engman
TRUDY M. ENGMAN

James C. Engman



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The State of Alabama
JEFFERSON COUNTY

CIRCUIT COURT,
TENTH JUDICIAL CIRCUIT OF ALABAMA
IN EQUITY

I, the undersigned, as Register of the Circuit Court, Tenth Judicial Circuit of Alabama, do hereby certify that the foregoing contains a full, true and correct copy of the instrument herewith set out as appears of record in said Court.

Witness my hand and seal of said Court, this the 6th day of March, 19 81.

James L. Cherry, Register.

By: A. Wilson
Deputy Register.

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STATE OF ALABAMA
JUDICIAL CIRCUIT
TENTH JUDICIAL CIRCUIT

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James L. Cherry
REGISTER

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