

The State of Alabama, Shelby County

CIRCUIT COURT

CIVIL ACTION NO. DR-87-308

WILLIAM EDWARD FORBES

FILED IN OFFICE, This the 19 day

of Feb. 1988

vs.

NORMA V. FORBES

Kyle Sanford Defendant

Register Circuit Court of
Shelby County, Alabama

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

Answer & Waiver, Agreement Between the Parties 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 _____

WILLIAM EDWARD FORBES is forever divorced from the said

NORMA V. FORBES

for and on account of incompatibility of temperament between the parties.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Agreement of the parties, a copy of which is attached hereto, as Exhibit "A", and made a part hereof as though set forth in full herein, should be and the same is hereby ratified, approved and confirmed by the Court and shall be made a part and parcel hereof as fully as if set out herein.

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.

It is further ordered that William Edward Forbes & Norma V. Forbes

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

-COSTS PAID-

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

This 19 day of February, 1988
[Signature] Judge Circuit Court

I, Kyle Sanford, Register

of the Circuit Court for Shelby 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 29 day of

February, 1988

[Signature] Register of Circuit Court

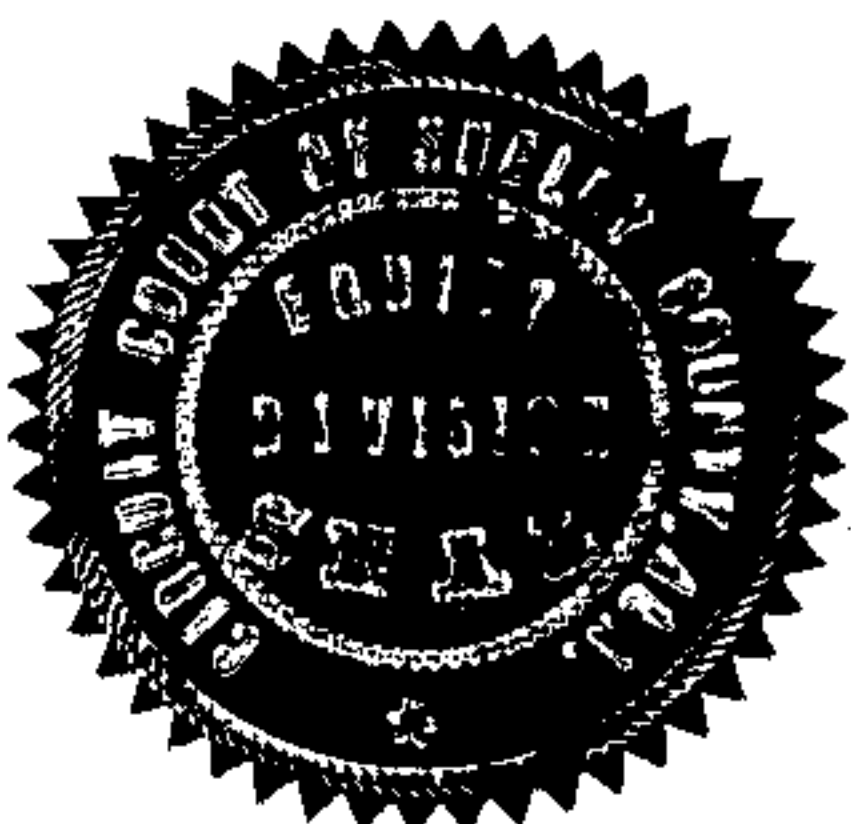


EXHIBIT "A"

STATE OF ALABAMA
SHELBY COUNTY

SEPARATION AGREEMENT

WITNESS THIS AGREEMENT entered into this
Feb. 12, 1988, by and between Norma V. Forbes,
Plaintiff-Wife, and William Edward Forbes, Defendant-Husband:

WHEREAS, the parties hereto are presently husband and
wife and are contemplating obtaining a divorce, and

WHEREAS, the parties hereto wish to provide by agreement
for the fair and orderly dissolution of their marriage subject to
Court approval:

NOW, THEREFORE, in consideration of the above premises,
and in further consideration of the hereinafter stated conditions
and agreements, the parties hereto do hereby agree, covenant and
contract as follows:

In the event a divorce is granted in the above referred
to cause, this agreement shall be made a part and parcel of any
final decree rendered therein and shall be fully binding on both
parties hereto, subject to court approval.

DEBTS: William Edward Forbes shall pay all debts incurred
by the parties prior to July 13, 1987, and except the except for
the indebtedness to GMAC for the Carvelle automobile of Norma V.
Forbes which Norma V. Forbes agrees to pay and to hold William
Edward Forbes harmless.

REAL ESTATE: The house and real estate shall be awarded
to William Edward Forbes.

DIVISION OF PERSONAL PROPERTY: The parties have
heretofore divided or agreed to a division of their personal
property to their mutual satisfaction and the list of divisions
follows the end of this paragraph. Henceforth, each of the
parties shall own, have and enjoy, independently of any claim or
right of the other party, all items of personal property of every
kind, nature, and description and wheresoever situate, which are
now owned or held by, or which may hereafter belong or come to
the Husband or the Wife, with the full power to the Husband or
the Wife to dispose of the same as fully and effectually, in all
respects and for all purposes, as if he or she were unmarried.
Both parties shall execute on request at any time, bills of sale
or title transfers conveying title to the other party any
property awarded to such party.

The following is a list of the personal property which has been specifically given to William Edward Forbes:

- a. All his personal effects and clothing.
- b. 1984 Fifth Avenue automobile.
- c. 1984 Peterbuilt truck which is subject to a security interest in Plaintiff in the sum of \$5,500.00 which she may enforce at any time if not paid and which is due and payable upon the execution of this agreement.
- d. All personal property presently in his possession.

The following is a list of the personal property which has been specifically given to Norma V. Forbes:

- a. The sum of \$5,500.00 of which the sum of \$1,500.00 is to be paid to her attorney, William P. Powers.
- b. All the personal property of every kind and character located in her residence and in her possession.
- c. 1984 Carvelle automobile which Norma V. Forbes agrees to pay all indebtedness secured thereby in favor of GMAC.
- d. Aquarium.

COUNSEL FEES AND COURT COST: William Edward Forbes hereby agrees to pay all Court costs of these proceedings and further agrees to pay to the Attorney of the Plaintiff the sum of \$1,500.00.

The parties hereto understand and agree that the testimony in this cause will be taken in open court or by deposition on oral examination and waive notice of the time of taking such testimony and agree that this cause may be submitted for final judgment at any time. They waive all matters to which they may be entitled to notice by law in this cause. Specifically, William Edward Forbes does waive Rule 28-C ARCP and stipulate and agree under Rules of Civil Procedure 43 (a) for Marsha A. Graham to take the testimony in this cause and file the same with the Court.

ENTIRE AGREEMENT: Both the legal and practical effect of this Agreement in every respect and the financial status of the parties has been fully explained to both parties, and they both acknowledge that it is a fair agreement and is not the result of any fraud, duress or undue influence by either party on the other party or by any other person or persons on either, and they further agree that this Agreement contains the entire understanding of the parties. There are no representations, promises, warranties, covenants, or other undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date first given above.

Marsha A. Hakom
Witness

[Signature]
Plaintiff
Norma V. Forbes
Defendant

Witness

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority in and for this County and State, hereby certify that Norma V. Forbes, 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 this Agreement, they executed the same voluntarily on the day the same bears date.

BOOK 173 PAGE 146

Given under my hand and official seal this
January 4, 1988.
Ramona F. Johnson (Self)
Notary Public
MY COMMISSION EXPIRES SEPTEMBER 25, 1991

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority in and for this County and State, hereby certify that William Edward Forbes, whose names 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 this Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this
February 12, 1988.
Marsha A. Hakom
Notary Public

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 FEB 29 PM 4:32

Thomas P. Shanderson, Jr.
JUDGE OF PROBATE

Rec. 10⁰⁰
1⁰⁰
11⁰⁰

FILED IN OFFICE, This the 19 day
of February, 1988.

Kyle Ransford

Register Circuit Court of
Shelby County, Alabama