

IN RE: THE MARRIAGE OF

1502
No. DR85 501-429 WCZJACQUELYN YOUNG BROACH,
PLAINTIFF.

and

KEITH DOUGLAS BROACH,
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
JACQUELYN YOUNG BROACH

and said KEITH DOUGLAS BROACH
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 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, and the parties to this cause are ordered to comply therewith.

**** LAST ITEM ****

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DONE and ORDERED this the 19th day of August, 19 85.

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

Dated: August 20, 19 85Michael F. BoyleORIGINAL SIGNED BY
W. C. ZANATY, JR.Circuit Judge,
Civil Division
In EquityJack A.

CIRCUIT COURT
TENTH JUDICIAL CIRCUIT OF ALABAMA

JACQUELYN YOUNG BROACH,

Plaintiff

vs.

KEITH DOUGLAS BROACH,

Defendant

CIVIL ACTION NO. DR85 501-429 WCZ
(EQUITY)

AGREEMENT

A Complaint has been filed in this cause, and without this being an agreement for divorce, both parties do, in the event of a Final Judgment of Divorce, agree that the following shall be made a final part thereof, as if written therein, by being attached thereto, said Agreement being complete concerning the disposition of personal and real property, viz:

It is the mutual agreement of the parties hereto that,

1. The Defendant is hereby vested with all right, title and interest of the parties, and the Plaintiff is hereby divested of all her interest, in and to the house and real property located at 3465 North Broken Bow Drive, Birmingham, Shelby County, Alabama, more particularly described as follows:

Lot 17, in Block 3 according to Broken Bow Subdivision as recorded in Map Book 7, page 145 in the Probate Office of Shelby County, Alabama.

Further, Plaintiff shall execute a statutory warranty deed conveying her interest in said property to the Defendant, and such deed shall be satisfactory to the Defendant; further, Defendant will assume and pay all the outstanding indebtedness on said property, and save and hold harmless and indemnify the Plaintiff from any loss therefrom.

2. The Defendant is vested with all right, title and interest of the parties to the balance on deposit in the parties' joint savings account at SouthTrust Bank.

3. The Plaintiff shall be vested with all right, title and interest of the parties to the credit union account in Plaintiff's name with the Brookwood Hospital Credit Union, and Defendant waives all right, title and interest in and to said account.

4. Defendant shall be vested with all right, title and interest of the parties to the certificate of deposit at SouthTrust Bank, and Plaintiff waives all right, title and interest in and to said certificate; further, said certificate of deposit is being held as security for an indebtedness owed by the parties to SouthTrust Bank in the approximate sum of \$2,800.00, and Defendant shall assume and pay this certain indebtedness and save and hold harmless and indemnify the Plaintiff from any loss therefrom.

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5. Plaintiff shall be vested with title and interest of the parties to the 1984 Buick Riviera vehicle currently in Plaintiff's possession; further, Plaintiff shall assume and pay the outstanding indebtedness on said vehicle, and save and hold harmless and indemnify the Defendant from any loss therefrom.

6. With the exception of the indebtednesses specifically provided for above, the Defendant shall be solely responsible for and pay any and all debts created by him during the marriage, or subsequent to the separation of the parties, in the Defendant's name only, which shall specifically include but not be limited to any and all medical, hospital and physician bills incurred as a result of any treatment provided to the Defendant, and the Defendant shall save and hold harmless and indemnify the Plaintiff from any loss therefrom; further, with the exception of the indebtednesses specifically provided for above, the Plaintiff shall be solely responsible for and pay any and all debts created during the marriage, or subsequent to the separation of the parties, in the Plaintiff's name only, and shall save and hold harmless and indemnify the Defendant from any loss therefrom.

7. Both Plaintiff and Defendant being gainfully employed, or capable of obtaining gainful employment, and neither party being in need of periodic support or alimony from the other, both parties hereby expressly waive the right to receive alimony or other periodic support from the other, both now and in the future.

8. Both Plaintiff and Defendant shall cooperate in the preparation, execution and filing of joint federal and state income tax returns for the 1984 taxable year, and each party shall be responsible for and pay one-half ($\frac{1}{2}$) of any additional tax due thereon, or in the event a refund is received on either return, each party shall be entitled to one-half ($\frac{1}{2}$) of said refund.

9. The Plaintiff shall be vested with all right, title and interest of the parties to the following personal property: Downstairs couch, downstairs den loveseat, table and end table and lamps, master bedroom furniture including kingsize bed, dresser and mirrors, chest of drawers, nightstand and lamp, roll-top desk, chair in spare bedroom, dining room table and chairs, dining room pictures, microwave oven, pictures above downstairs den couch, patio furniture, Plaintiff's stereo, 15 inch color television, vacuum cleaner, sewing machine, 12 inch black and white television, one-half ($\frac{1}{2}$) of all wedding gifts, china, houseplants, cookbooks, and other cooking utensils and related items purchased or received as gifts after the marriage, and all other personal property and household goods and furnishings which Plaintiff brought into the marriage, as well as all of Plaintiff's clothing and personal effects; further, Defendant shall be vested with all right, title and interest of the parties to Defendant's clothing and personal effects, and all other household goods, furnishings and appliances not listed above and contained in or about the former marital home of the parties.

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10. Each party shall pay his or her own attorney's fee for any services rendered to him or her in this matter.

11. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing, and executed with the same formality as this Agreement. The failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

12. The Plaintiff shall be allowed to resume the use of her maiden name, to-wit, JACQUELYN YOUNG.

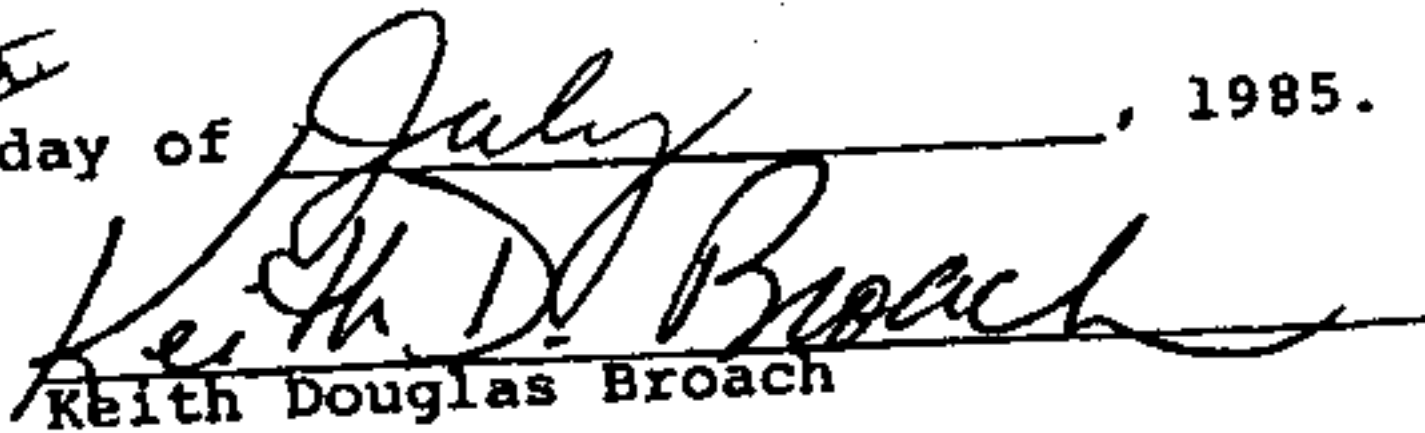
13. All costs of Court incurred as a result of this proceeding are hereby taxed against the Defendant.

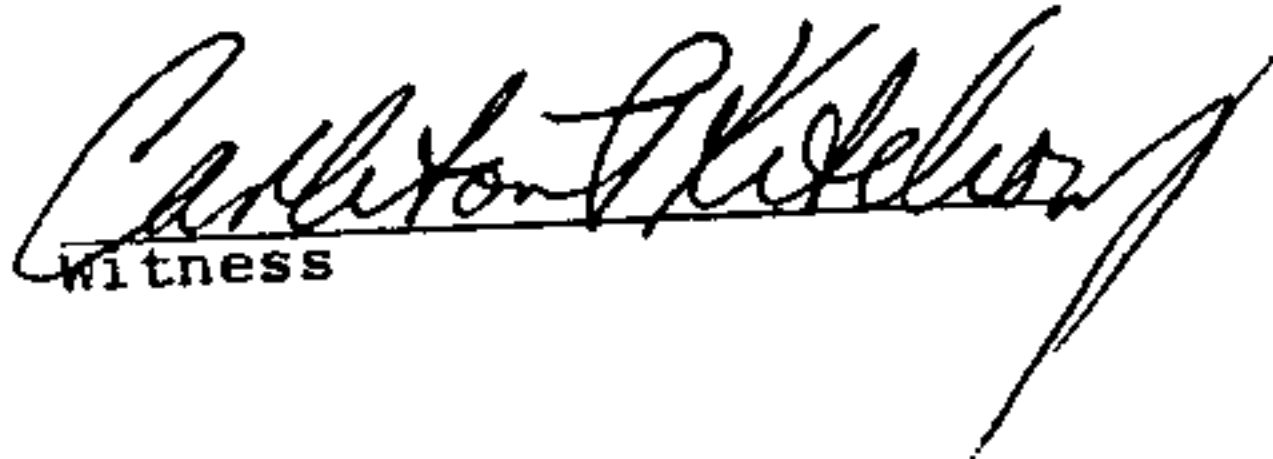
WITNESS my hand this 7 day of August, 1985.


Jacquelyn Young Broach


Witness

WITNESS my hand this 26th day of July, 1985.


Keith Douglas Broach


Witness

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 20th day of August, 19 85.

By: [Signature], Register.
[Signature] Deputy Register.

REGISTER-78

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

88 MAY 19 PM 3: 22

[Signature]
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>12.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>13.50</u>