

PARTITION OF PROPERTY AND SETTLEMENT AGREEMENT

BETWEEN

NANCY HINDERMANN AUTIN

STATE OF LOUISIANA

AND

NEAL JOSEPH AUTIN

PARISH OF JEFFERSON

ON THE DATE(S) and at the place(s) set forth hereinafter, before me, the undersigned Notary Public, and in the presence of the undersigned, competent witnesses, personally came and appeared:

NANCY HINDERMANN AUTIN and NEAL JOSEPH AUTIN

Who declared that they were married unto each other and were legally divorced by judgment signed April 30, 1992, in the Twenty-Fourth Judicial District Court for the Parish of Jefferson, State of Louisiana, in Proceedings Number 403-276, Domestic Relations Section: 2; and who further declared that they were separate in property during their marriage by virtue of a Marriage Contract executed by them on April 03, 1984, before Mark M. Dennis, Notary Public.

The parties expressly acknowledge and affirm the terms and provisions of the said Marriage Contract; however, during their marriage, they have together acquired certain properties, rights and obligations which they no longer wish to own in indivision and have mutually and voluntarily agreed, by this act, to the settlement of any and all claims and to the partition of all assets and liabilities acquired by them.

AND NOW, to accomplish this settlement and partition, **NANCY HINDERMANN AUTIN**, takes and accepts, in lieu of her undivided interest, her full share of all the following movable and immovable property, and expressly assumes the following liabilities, to wit:

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Joseph F. Roy

ASSETS

All funds currently or formerly in Checking Account No. 77-341-258; SouthTrust Bank; Birmingham, Alabama;

All funds currently or formerly in Savings Account No. 35-918-889; SouthTrust Bank; Birmingham, Alabama;

All past, present or future principal and interest in Certificate of Deposit No. 7204374, in the name of Nancy H. or Neal J. Autin, and bearing a maturity date of 07/10/90;

All funds currently or formerly in Account No. 2598590; America's First Credit Union;

5-piece Strafford sectional sofa sleeper set;

2-brunch tables;

1-Basset end table;

1-dining room set: table, 6 chairs and hutch;

1-1989 Plymouth Voyager SE Van vehicle; VIN 1P4FH4437KX515601; and,

1-1989 Ford Mustang LX automobile; VIN 1FABP41A1KF27314B

1-Whirlpool Regal 2-speed/4-cycle washer;

1-Kenmore Heavy Duty plus gas dryer.

LIABILITIES

Central Bank of the South loan secured by chattel mortgage on the above-described Plymouth Van; and,

Ford Motor Credit loan secured by chattel mortgage on the above-described Ford Mustang automobile.

And the said **NANCY HINDERMAN AUTIN** does release, relieve and hold harmless **NEAL JOSEPH AUTIN** of and from any and all responsibility or liability in connection with the foregoing debts.

NEAL JOSEPH AUTIN takes and accepts, in lieu of his undivided interest, her full share of all the following movable and immovable property, and expressly assumes the following liabilities, to wit: all more particularly described as follows, to wit:

ASSETS

The land and improvements located at 2209 Williamsburg Drive; Pelham, Alabama 35124 (more particularly described as Lot 24, according to the Survey of 1st Sector to Chanda Terrace, as recorded in Map Book 9, Page 100, in the Probate Office of Shelby County, Alabama);

1-wine rack; ✓

1-coat rack; ✓

1-John Martyn High School ring;

1-burnt orange telephone;

1-1989 Ford F-150 Pick-up Truck;
VIN 1FPDF15YOKNA08769;

1-Minolta Talker 35mm camera; ✓

1-adding machine;

1-Emerson VCR Model VCR 755;

1-garage door opener;

various albums;

1-Samsung computer monitor, data display unit color, model CM4531;

1-Gateway computer keyboard, model no. F101-0582326;

1-Epson computer printer, model Apex 80 #Y565210101 U110-1; and,

1-computer central processing unit #KOCCM77, 286AT-20 meg. seagate based drive, 1 meg RAM, 12Hz (clock speed).

LIABILITIES

Loan for \$89,631.00, principal, with interest at a rate of 10.50%, represented by one certain promissory note executed by the parties on June 12, 1989 in favor of Statesman Mortgage Company, 405 6th Avenue, P.O.Box 9128, Des Moines, Iowa 50309-9128, and secured by a mortgage on the above-described real estate (2209 Williamsburg Drive, Pelham, Ala.); and,

Loan from America's First Credit Union secured by mortgage on the above-described truck.

And the said **NEAL JOSEPH AUTIN** does release, relieve and hold harmless the said **NANCY HINDERMAN AUTIN** of and from any and all liability or responsibility in connection with the foregoing debts.

Further, in consideration of this Agreement, the said **NEAL JOSEPH AUTIN** does hereby relinquish and waive any and all claims he may have against the said **NANCY HINDERMAN AUTIN** for reimbursement as a result of maintenance and/or improvements made on or to the property located at 300 North Sibley Street, Metairie, Louisiana (more particularly described as Lot A, Square 190, Cherokee Park Subdivision, Jefferson Parish), as well as any claims he may have for any enhancement in value of the said property as a result of his labors or of any funds expended.

The parties hereto declare that, after taking into consideration the assumption of liabilities and the release of claims, the properties herein transferred are approximately in value, and they relieve and release each other from any further accountings, expressly stating that both are satisfied with this partition and settlement.

And in order to completely accomplish this partition and settlement, **NANCY HINDERMAN AUTIN** does transfer, convey and deliver unto **NEAL JOSEPH AUTIN** the entirety of her interest in and to the properties hereinabove allotted to him, and particularly all movable and immovable property described above.

To have and to hold unto the said **NEAL JOSEPH AUTIN**, his heirs and assigns forever.

And in order to completely accomplish this partition and settlement, **NEAL JOSEPH AUTIN** does transfer, convey and deliver unto **NANCY HINDERMAN AUTIN** the entirety of his interest in and to the properties hereinabove allotted to her, and particularly all movable and immovable property described above.

To have and to hold unto the said **NANCY HINDERMAN AUTIN**, her

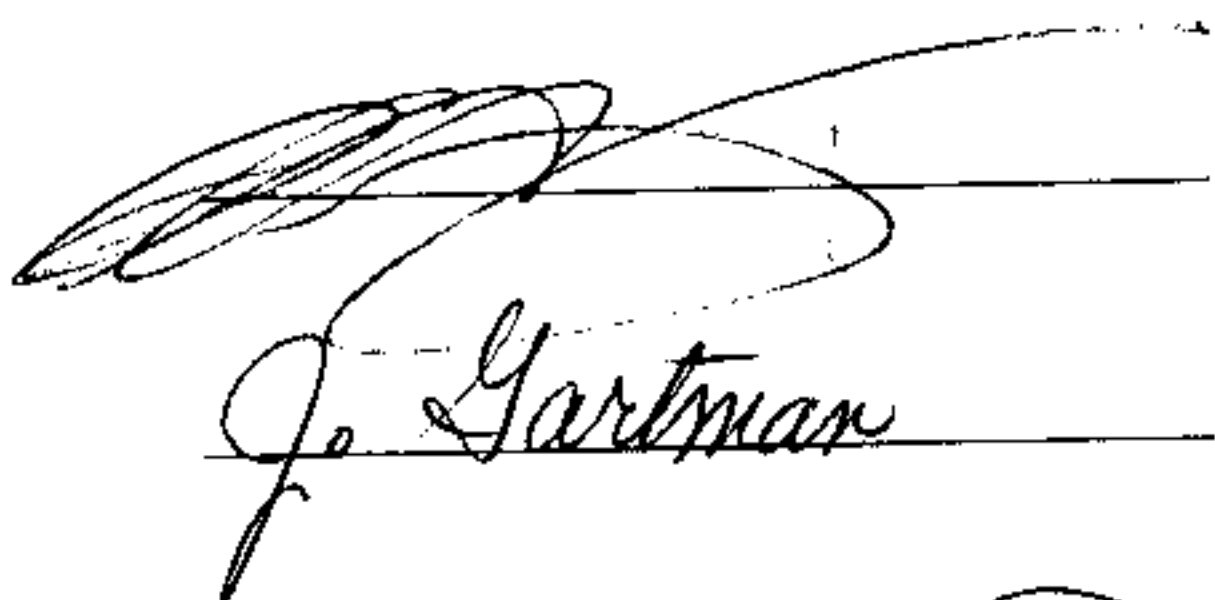
heirs and assigns forever.

The parties further acknowledge and affirm that they have made a full and complete accounting to each other of all assets and liabilities which they have acquired during their marriage, that each is satisfied therewith, and therefore any further such accounting is waived. The parties also acknowledge and affirm that each has received full and fair value for his or her entire interest in the property partitioned herein and full and fair reimbursement for all claims which each has or may assert.

The parties declare and stipulate that they will execute any and/or all corollary or additional documents which may be or become necessary to effectuate the terms of this Agreement, including amendatory acts.

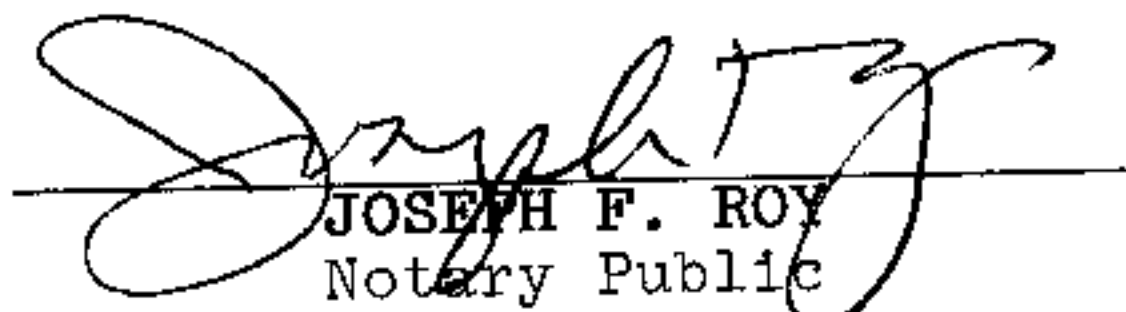
THUS DONE, READ AND SIGNED, in multiple original, on this 3rd day of July, 1992, at Metairie, Louisiana, in the presence of the undersigned witnesses, who hereto sign with the parties and me, Notary.

WITNESSES:


J. Gartman


NANCY HINDERMAN AUTIN


NEAL JOSEPH AUTIN


JOSEPH F. ROY
Notary Public

My commission is issued for life.

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