



20140325000082370 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
03/25/2014 09:36:54 AM FILED/CERT

AFFIDAVIT TO CLEAR TITLE

Comes now **Victoria Gibbs, f/k/a Victoria G. Keeley**, and files this Affidavit concerning property located in Shelby County, Alabama.

1. My name is Victoria Gibbs. I am formerly known as Victoria Keeley and Victoria G. Keeley. I am over the age of nineteen years old.
2. I am the same person who is the Grantee in that certain deed from Ervin A and Linda G. Bradley and Tammi L. Barnett to Victoria G. and Mark E. Keeley dated November 26, 2002 and recorded as instrument number 20021210000619500 in the Probate Court of Shelby County, Alabama.
3. I was previously married to Mark E. Keeley and owned the property as joint tenants with right of survivorship.
4. I was divorced from Mark E. Keeley in 2004. A certified copy of the Final Judgment of Divorce in case number DR 2004-440 in *The Circuit Court of Shelby County, Alabama*, is attached hereto and recorded herewith.
5. In paragraph (a) under Real Estate, I was awarded all right, title and interest to the property at 1715 Old Hwy 31, Alabaster, Alabama 35007, which is more particularly known as:

A parcel of land in Shelby County, Alabama, lying in the Southeast $\frac{1}{4}$ of Section 12, Township 21 South, Range 3 West, more particularly described as follows:

Commence at the Southwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 12, Township 21 South, Range 3 West and run Southwesterly a distance of 50.0 feet, more or less, to the center point of Tower 183 of the Lock 12-to-Birmingham transmission line of Alabama Power Company; turn an angle to the left of 53 degrees 19 minutes and proceed for a distance of 496.1 feet to a point in the CSX Railroad right of way; turn an angle of 66 degrees 17 minutes to the left and proceed for a distance of 154.5 feet to a point on the North right of way of Old U.S. Highway 31, the point of beginning; turn an angle to the left of 10 degrees 01 minutes and proceed for a distance of 236.95 feet; turn an angle to the right of 88 degrees 13 minutes 23 seconds and proceed for a distance of 137.80 feet; turn an angle to the right of 100 degrees 06 minutes 58 seconds and proceed for a distance of 235.00 feet to said right of way; turn an angle to the right of 76 degrees 51 minutes 31 seconds to the chord of a curve to the right having a radius of 3557.01 feet, a central angle of 1 degrees 40 minutes 22 seconds and a chord length of 104.02 feet; proceed along the arc of said curve for a distance of 104.02 feet to the point of beginning.

6. Further Deponent saith not.

Victoria Gibbs

Sworn to and subscribed before me this, the 24th day of March, 2014

Notary Public Notary Public

My Commission Expires: 12-15-14

FINAL JUDGEMENT OF DIVORCE
IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
DOMESTIC RELATIONS DIVISION

VICTORIA KEELEY

Plaintiff

vs.

MARK E. KEELEY

Defendant

CASE NUMBER:

DR04-440

FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for final judgment upon the pleading and proof. 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 VICTORIA KEELEY and said MARK E. KEELEY are divorced from the other.

SECOND: That neither party shall marry again except to each other until sixty (60) day 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 Plaintiff.

FOURTH: It is further ORDERED, ADJUDGED, and DECREED by the Court that the agreement of the parties dated the 10th day of June, 2004 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 and DIRECTED to faithfully perform their respective promises and obligations as set forth in the agreement.

RECEIVED AND FILED
MARY H. HARRIS

JUL 26 2004

CIRCUIT & DISTRICT
COURT CLERK
SHELBY CO.

*** LAST ITEM ***

DONE and ORDERED this

19th day of

July

, 2004.

D. Al Crowson

D. Al Crowson
Circuit Judge

Certified a true and correct copy

Date: 03-14-14

Mary H. Harris Rhs

Shelby County Clerk



20140325000082370 2/5 \$26.00
Shelby Cnty Judge of Probate, AL
03/25/2014 09:36:54 AM FILED/CERT

SCANNED

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
DOMESTIC RELATIONS DIVISION

RECEIVED AND FILED
MARY H. HARRIS

JUN 15 2004

CIRCUIT & DISTRICT
COURT CLERK
SHELBY CO.

VICTORIA KEELEY

Plaintiff

vs.

MARK E. KEELEY

Defendant

CASE NUMBER

DB04-440

AGREEMENT

THIS AGREEMENT made this day by and between VICTORIA KEELEY, hereinafter referred to in the alternative as Plaintiff, and MARK E. KEELEY, hereinafter referred to in the alternative as the Defendant.

WHEREAS, of the marriage there were no children born and none are expected.

WHEREAS, VICTORIA KEELEY has filed a Complaint for divorce in the Circuit Court of the SHELBY County of Alabama in the above style, and said case is now pending and undetermined; and

WHEREAS, the parties consider it to their best interest to settle between them now and forever their respective rights as to alimony, property rights, dower rights, inheritance rights, and all other rights of property otherwise growing out of the marriage relationship existing between them and which either of them now has or may hereafter have or claim to have to any property of every kind, nature and description, real, personal or mixed, now owned by either of them;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration herein expressed, the parties hereto agree as follows:

INCORPORATION INTO DECREE:

In the event a decree of divorce is entered in this cause, the parties agree that this Agreement shall be incorporated in said decree of divorce by reference thereto, and this Agreement shall be binding and conclusive on the parties.

AUTOMOBILES:

(a) The Wife is hereby awarded all right, title and interest in 2000 FORD MUSTANG. The Husband is hereby divested of any interest which he may have therein and agrees to properly

20140325000082370 3/5 \$26.00
Shelby Cnty Judge of Probate, AL
03/25/2014 09:36:54 AM FILED/CERT

execute all documents necessary to reflect this conveyance. The Wife agrees to pay all outstanding indebtedness on said automobile, if any, and hold the Husband harmless therefrom.

(b) The Husband is hereby awarded all right, title and interest in his 1997 JEEP. The Wife is hereby divested of any interest which she may have therein and agrees to properly execute all documents necessary to reflect this conveyance. The Husband agrees to pay all outstanding indebtedness on said automobile, if any, and hold the Wife harmless therefrom. The Husband is further awarded the 1985 CHEVROLET DUMP TRUCK, 1978 WESTERLY SAIL BOAT, GHANEE BOAT AND TRAILER AND MOTORS WITH SAME PROVISIONS AS ABOVE.

REAL ESTATE:

(a). The Plaintiff is awarded the real estate of the parties located at 1715 Old Hwy. 31 Alabaster, Alabama and title is hereby divested and conveyed from the Defendant to the Plaintiff. The Plaintiff is to assume and pay the outstanding debt owed thereon as financed and hold the Defendant harmless thereto.

(b) As to the rental real estate at 53 Robinson Dr. Alabaster, Alabama the parties agree to list the property for sale with a real estate agent of their choice and split equally the net proceeds after the sale and payment of credit card debts in Plaintiff's name as of this date with, First USA(Country Wide), American Express, Capitol One, Lowes, and Chase. If suffice monies do not exist after the sale of the rental property, then in that event, each party will pay equally the remaining credit card debt.

PERSONALTY:

(a) Prior to the execution of this agreement the parties have equitably divided between themselves all personal property of the marriage NOT SPECIFICALLY AWARDED BELOW, and neither party shall make a claim upon the other for the property divided.

(b) Each party is awarded those items of personal property in their individual possession.

(c) Each party is hereby awarded all of their items such as clothing, clothing accessories, jewelry, bank accounts and the like, and the other party is divested of all right, title and interest which they may have therein.

(d) The Defendant is specifically awarded the mulcher, riding mower attachments only, stereo and related equipment(surround sound), karaoke equipment, two computers, e-machine and lap-top, all power and hand tools, saws, log splitter, utility trailer, cement mixer, air compressor, gas grill, all of the above in paragraph d have no monies owed thereon

(e) The Plaintiff is specifically awarded the riding lawn mower, two televisions, vcr and cd player, storage building, wet vacuum, exerciser, and various hand tools all of which have no monies owed thereon.



20140325000082370 4/5 \$26.00
Shelby Cnty Judge of Probate, AL
03/25/2014 09:36:54 AM FILED/CERT

DEBTS:

(a) Each party shall pay the debts in their individual name and each party shall pay their own debts incurred since the date of separation.

(b) To each the Husband and Wife, separately and severally, agree that each shall be responsible for their individual personal debts after the execution of this agreement and that each shall make no claim upon the other for payment of said debts.

MISCELLANEOUS:

(a) The parties agree to execute all documents necessary to promptly complete the transfers above. In the event either party fails to make the conveyances the parties, agree that the Circuit Clerk may make the transfers by general warranty deed, upon petition setting forth the facts of the failure to convey. Said Clerk shall make the conveyance without such other or further notice to which the parties may be entitled.

(b) Both parties agree that the above agreement is an integrated bargain and that as such the entire provisions herein are to provide consideration for the entire provisions of the each spouse.

(c) There is no award of alimony to the Plaintiff which is payable by the Defendant.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as above expressed on this the 10th day of JUNE, 2004.

WITNESSES:

[Signature]
[Signature]

Victoria Keeley
VICTORIA KEELEY
[Signature]
MARK E. KEELEY

20140325000082370 5/5 \$26.00
Shelby Cnty Judge of Probate, AL
03/25/2014 09:36:54 AM FILED/CERT