

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

CHRISTOPHER OTIS PARR,	20171102000396860 1/13 \$51.00 Shelby Cnty Judge of Probate. AL
Plaintiff,	11/02/2017 08 36:09 AM FILED/CERT
vs.)	Case No. DR- 2017-900185
CHASITY RENEA BARRAND PARR,)	
Defendant.	

FINAL JUDGMENT OF DIVORCE

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

FIRST: That the bonds of matrimony heretofore existing between the parties are dissolved, and CHRISTOPHER OTIS PARR and CHASITY RENEA BARRAND PARR are divorced each 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 as paid.

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.

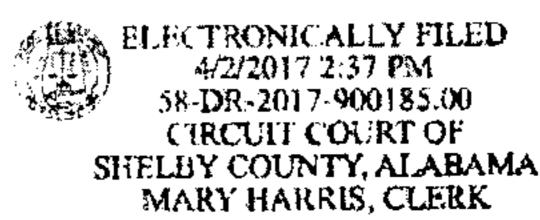
DONE and ORDERED this 22nd day of May, 20.7.

CIRCUIT JUDGE

Certified a true and correct copy

Date: 1 2

Mary H. Harris, Circuit Clerk. Shelby County, Alabama



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

CHRISTOPHER OTIS PARR)	
Plaintiff,	
v.	CASE NO.:
CHASITY RENEA BARRAND PARR,	
Defendant.	20171102000396860 2/13 \$51.00 Shelby Cnty Judge of Probate: AL 11/02/2017 08:36.09 AM FILED/CERT

AGREEMENT

This Agreement is made and entered into by and between CHRISTOPHER OTIS PARR, hereinafter referred to as the "Plaintiff" and CHASITY RENEA BARRAND PARR, hereinafter referred to as the 'Defendant',

WITNESSETH:

WHEREAS, the parties hereto are lawfully married to each other, but have ceased living together as man and wife because of marital differences; and

WHEREAS, the Plaintiff has filed a Complaint for Divorce in the Circuit Court of the Eighteenth Judicial Circuit of Alabama in the above style, and said case is now pending and undetermined;

WHEREAS, there was two children born of this marriage, to-wit: Jack Otis Parr, birth date July, 27, 2005 and Christy Rena Parr, birth date December 20, 2007. The Plaintiff is NOT prognant.

WHEREAS, both parties agree and stipulate that this Agreement makes fair and equitable provisions for the distribution of the property of the parties and:

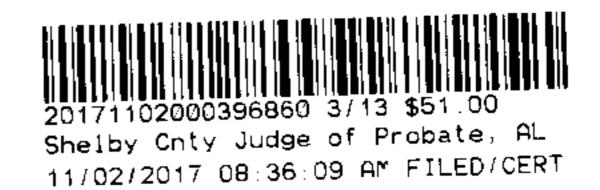
WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this Agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, both parties voluntarily executing this Agreement free of undue influence, duress, and free from any cause, reason, promise, or consideration other than set out in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and mutual covenants and Agreements herein set forth, the parties do hereby mutually agree as follows:

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CREDIT

The parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases that either of them may make after this Agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER

The parties hereto, exclusive of the terms and provisions of this instrument each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual, and all other rights by way of dower homestead, exemption, alimony, or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions, or causes of action, except as to the obligations imposed by this Agreement by the Court's decree, this being intended as full, final, and complete settlement of the property, marital, and other rights that the parties hereto.

ENTIRE AGREEMENT

This Agreement contains the entire understanding and Agreement between the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein and each party enters into this Agreement and contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character, and value of the other's estate. The law of the State of Alabama shall govern this Agreement in all respects.

NONCOMPLIANCE

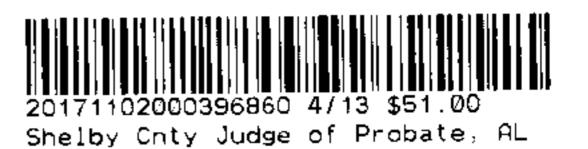
Should either party incur any expense or legal fees as a result of the breach of any portion of this Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver, or default of any of the terms of this Agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

SEVERANCE

Should the Court hold that any portion of this Agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the Agreement or modified as the Court shall order.

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VOLUNTARY EXECUTION

Each party acknowledges that this Agreement has been entered into of His or Her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this Agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this Agreement, other than the representations set forth herein.

MODIFICATION

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, and approved by the Court if such approval is required, failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver.

PRIOR TAX LIABILITIES

If in connection with any joint Federal and State Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by the party that caused there to be a deficiency. The Plaintiff and Defendant each represent and warrant to the other that all State Income Tax Returns and Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

JOINT LEGAL CUSTODY

It is agreed by the parties that it is in the best interest of the minor children: Jack Otis Parr, birth date July, 27, 2005 and Christy Rena Parr date of birth, December 20, 2007, for the parties to share joint legal custody and joint physical custody, care and control as those terms are set forth in §30-3-151 Ala. Code (1975). The minor children will reside during the week days with both the Plaintiff and Defendant. The Plaintiff and Defendant understand that shared joint legal custody means both parties shall retain full parental rights and responsibilities with respect to their children regardless of which party has physical custody at any particular time.

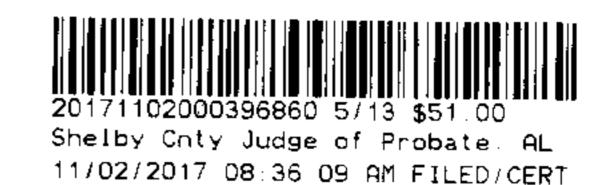
That the parties further agree that shared joint legal custody means shared parental responsibility and requires both parents to confer so that major decisions affecting the health and welfare of the children will be jointly determined.

In this regard, each party hereby expressly agrees that he or she, as the case may be, shall promptly notify the other party in the event any of the child(ren), experiences any substantive illness, accident, or other event that could conceivably adversally affect the health and welfare of the child(ren).

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The parties further recognize the needs of their minor children for each parent's love, attention and influence and Plaintiff and Defendant agree to cooperate fully with each other in order to provide for the best interest and welfare of their minor children. Plaintiff and Defendant also recognize the need to cooperate one with the other in matters affecting the general health, welfare, education and well-being of their minor children. Each party agrees that during the term of the marriage that the other party was a fit and proper parent at all times always with the best interest of the children in mind. Each party agrees that each parent was an equal caregiver of the children during the term of the marriage.

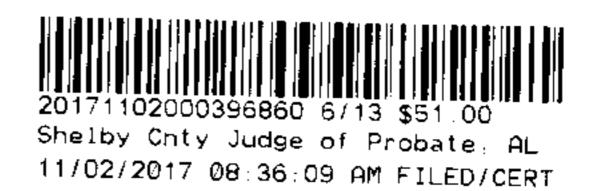
It is further agreed that each party shall notify the other parent of any major conferences, programs, or events relating to such activities in such a way that said party shall have the opportunity to participate in such activities of the minor children.

Plaintiff and Defendant agree to keep each other meaningfully informed of their children's school progress, health matters and the like. The Plaintiff and Defendant shall each have a duty to keep the other informed of all school activities and report cards, as well as all medical, dental and optical checkups or exams for the child(ren). Both parties shall have the right to receive copies of all school records and reports from any specialists working with the children and shall have the right to consult with all teachers, all doctors, psycho therapists, counselors or other specialists attending the children for any reason. Each parent shall have access to all copies of all records pertaining to school, educational, doctor, hospital or other medical reporting, psychiatric records, psychological records, counseling records, and evaluations of said child(ren). This provision constitutes each party's consent for and release of such information to the other.

Both Plaintiff and Defendant desire to be involved in the various activities of the minor children including but not limited to: academic, religious, civic, music, theater, cultural, athletic, medical and dental activities of the minor children. Further, Plaintiff and Defendant shall consult with the other party prior to initiating any major extra-curricular or sporting activities with the minor child(ren).

Shared Time Schedule: The parties shall have the following schedule for sharing time with the minor children as follows:

- a.) The Plaintiff shall have the right to have the minor children with her for visitation as follows: The first, third and alternating fifth weekends of each month from 6:00 p.m. on Friday until the Plaintiff delivers the minor children to school or day care on the following Monday; Every Wednesday night and Thursday night of each week from 5:30 p.m. until the Plaintiff delivers the minor children to school or day care the following day.
- b.) The Defendant shall have the right to have the minor children with him for visitation as follows: The second, fourth and alternating fifth weekends of each month from 6:00 p.m. on Friday until the Defendant delivers the minor children to school or day care the following Monday; Every Monday night and Tuesday night of each week from 5:30 p.m. until the Defendant delivers the minor children to school or day care the following day.



Spring Break: The Father shall have Spring school break in even numbered years as set by the school calendar. Said spring break custodial/visitation period shall commence at 6:00 P.M. on the Friday beginning the spring break, and conclude at 6:00 P.M. on the following Friday.

Summer: The Father shall have from 6:00 p.m. on June 15th until 6:00 p.m. to July 15th each year (and the mother is awarded the Weekend & Week-day Visitation during this summer period).

Birthdays: The Mother shall have the child(ren) on their birthday from 4:00 P.M. until 7:30 A.M. the following day.

Mother's Day: The Mother shall have the right of custodial/visitation period with the child(ren) for Mother's Day of each year. Said custodial/visitation period shall begin at 4:00 P.M. on the Saturday prior to Mother's Day and shall end no later than 6:00 P.M. on Mother's Day.

Father's Day: The Father shall have the right of custodial/visitation period with the child(ren) for Father's Day of each year. Said custodial/visitation period shall begin at 4:00 P.M. on the Saturday prior to Father's Day and shall end no later than 6:00 P.M. on Father's Day.

Easter: The Father shall have Easter Sunday in the odd-numbered years from 8:00 a.m. until 6:00 p.m., regardless of whether such conflicts with other provisions.

Thanksgiving: The Father shall have the minor children in the even-numbered years on the week of Thanksgiving from 4:00 p.m. on Wednesday afternoon until 6:00 p.m. the following Friday. During said years and when the regularly scheduled weekend custodial/visitation period does not fall on the weekend following Thanksgiving Day, the third weekend of November may be substituted for the weekend immediately following Thanksgiving Day.

Christmas: The Father shall have the minor children in even-numbered years, from 9:00 a.m. on December 20th until 6:00 p.m. on December 25th; and, in odd-numbered years, from 6:00 p.m. on December 25th until 6:00 p.m. on January 3rd, regardless of whether such conflicts with other provisions.

Parent's Birthday: On each parent's birthday said parent should have the minor children from 5:00 p.m. until 8:00 a.m., regardless of whether such conflicts with other provisious.

Other Major Holidays (On Mondays): The Defendant shall have visitation on the following "Other Major Holidays", with the Plaintiff to have the children on said "Other Major Holidays" in the year opposite those years set out for the visiting parent:

- (1) Martin Luther King Day: Odd-numbered years
- (2) National Memorial Day: Even-numbered years
- (3) Labor Day: Odd-numbered years.
- (4) Veterans Day: Even-numbered years.



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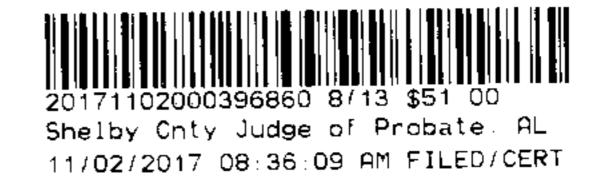
Should either a Federal or State holiday, or the child(ren)'s school schedule, excuse the child(ren) from attendance at school on the Friday beginning the custodial/visitation period and/or on the Monday following said period, the weekend custodial/visitation period shall be extended to include said Friday and/or Monday. The Friday custodial/visitation period shall begin at 9:00 a.m. The Monday custodial/visitation period shall end at 6:00 p.m.

STANDARD PARENTING CLAUSES

- For so long as the children reside in Shelby County, Alabama, all visitation will be (1) accomplished by the Defendant picking up and redelivering the minor children to the residence of the Plaintiff, or such other reasonable place as that parents may agree upon at the times provided for each period of visitation. If the Plaintiff moves outside of Shelby County, Alabama, she will be responsible for dropping off and picking up of the minor children from the Defendant's residence.
- Both parties shall have reasonable telephone access to the minor children while they are (2)in the physical care, custody and control of the other parent. The minor children shall also have reasonable telephone access to both parties at reasonable times.
- The schedule provided for berein shall not preclude other and time being spent with the (3) children as the parties may from time to time agree. The parties are encouraged to reach agreements.
- No advance notice shall be required of the parent exercising his or her time period with (4) the minor children. However, that party shall notify the other party, as soon as practicable, if that party is unable to visit with the child(ren) at the scheduled time and place.
- At all times hereafter, each parent shall keep the other informed of the respective (5) business and home telephone numbers and their respective street and mailing addresses.
- The parties shall promptly notify each other in the event of any illness or injury of any **(6)** of the minor children.
- Both parents shall encourage the minor children to love, respect and honor the other (7) parent. Neither of them shall alienate or attempt to alienate or diminish the affection of the minor children for the other parent, or disparage or allow others to disparage the other parent to or in the presence of the minor children. The parties understand and agree that the designations of "father" and "mother", or similar designations, shall refer to each of them only and not to third parties.

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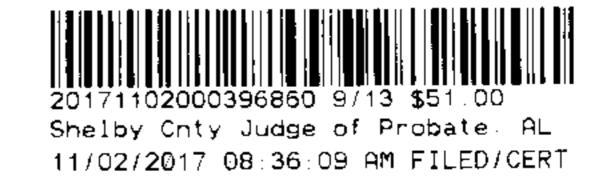


- (8) Neither parent shall schedule activities for the minor children which will preclude the other from having the minor children with him or her at the times and places set forth herein.
- Both parents shall have equal access to all information concerning the children, including but not limited to medical, dental, and hospital records, school records, report cards, recreational activity records, and other information concerning the minor children. Should either parent receive a school calendar, parent-teacher conference notice, and/or the report card of the child(ren), the parent receiving such shall provide the other parent with a copy thereof immediately.
- (10) Both parents agree that they shall discuss and consider the wishes of the other parent in all major decisions to be made regarding the minor children, including but not limited to medical, dental, religious, educational and recreational activities.
- In the event that the child(ren) become ill or requires hospitalization due to an illness or accident, the party having the actual physical custody of the child(ren) at the time of such occurrence shall immediately notify the other party of such occurrence. Such notification shall include the nature of the illness or accident, the location of the child, and the name of the child's treating physician.
- (12) The Plaintiff shall be entitled to the same holiday periods (Christmas, Thanksgiving, Easter, and, if applicable, Spring Vacation) with the children in the years opposite those years designated for the Defendant, regardless of whether it conflicts with the weekend and/or weeknight periods of visitation herein awarded to the Defendant.
- (13) The special occasion and holiday visitation take precedence over the weekend and weeknight visitation awarded herein.
- (14) The Defendant is allowed the right to keep or babysit the minor children or any child before the Plaintiff allows anyone else to keep or babysit the minor children or any child.
- (15) Visitation rights shall be allowed to the other parent in lieu of a child being cared for on an overnight basis by any person other than a parent, or a stepparent while the parent works night shift. However, a child spending occasional nights with a grandparent shall not be considered a violation of this provision
- (16) Neither party shall use illegal drugs, nor be under the influence of alcohol, during any time that a child(ren) of the parties is in his or her care.

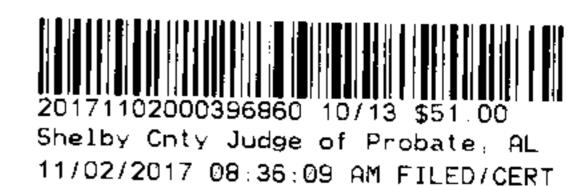
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- The Court expects the child(ren) to be insulated to the fullest extent possible from the conflict between their parents. They should not be made to be confidants of a parent, and should be encouraged to love, honor and respect both parents and their respective families. Parents should act accordingly in the presence of the minor child(ren). Neither party shall in any way attempt to harass, harm, hinder, decrease, or destroy the natural love of the child(ren) for the other parent. Neither parent shall make disparaging remarks or otherwise speak badly of the other parent to another party, to, or in the presence of, the child(ren) and both parents shall make every effort to prevent others from doing so. Further, the parties shall strive to maintain harmonious relations for the benefit of the parties' child(ren).
- The Court expects both parents to have the opportunity to attend a child's medical and/or dental appointments, as well as a child's school and extracurricular activities, including parent-teacher conferences, school events, sporting events, etc. The parent scheduling any such appointment or receiving notice of such activities should give the same notice to the other parent as soon as received. Parents shall conduct themselves in a civil and appropriate manner at all such appointments and activities. The minor child(ren) should be allowed contact with both parents at any such activity, regardless of whose custodial/ visitation period it is.
- The Court expects both parents to have the opportunity to attend a child's medical and/or dental appointments, as well as a child's school and extracurricular activities, including parent-teacher conferences, school events, sporting events, etc. The parent scheduling any such appointment or receiving notice of such activities should give the same notice to the other parent as soon as received. Parents shall conduct themselves in a civil and appropriate manner at all such appointments and activities. The minor child(ren) should be allowed contact with both parents at any such activity, regardless of whose custodial/ visitation period it is.
- (20) It is the desire of the Court that both parents work together to ensure that the minor children grow up as happy and well-adjusted as possible. It is important to the Court that a child of divorced parents is made to feel and understand that the divorce is not the minor child(ren)'s fault; that just because the parents are divorcing, they are not divorcing the minor children; that the minor child(ren) have a lot of people who love the child(ren); and that even though the parents will be living in separate homes, the minor children are still part of a family.
- Parents are allowed to vary from the Court-ordered visitation/custodial schedule by mutual agreement. In fact, the Court hopes that parents will be flexible in dealings regarding a child. However, if parents are not both in agreement, the visitation/custodial schedule entered by the Court is to be followed. Failure to do so can subject a party to sanctions for contempt of Court.

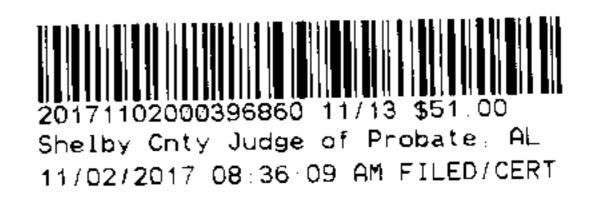


RELOCATION OF CHILD(REN)

- Alabama Law requires each party in this action who has either custody of or the right of visitation with a child to notify other parties who have custody of or the right of visitation with a child of any change in his or her address or telephone number, or both, and of any change or proposed change of principal residence and telephone number or numbers of a child. This is a continuing duty and remains in effect as to each child subject to the custody or visitation provisions of this decree until such child reaches the age of majority or becomes emancipated and for so long as you are entitled to custody of or visitation with a child covered by this order. If there is to be a change of principal residence by you or by a child subject to the custody or visitation provisions of this order, you must provide the following information to each other person who has custody or visitation rights under this decree as follows:
 - (a) The intended new residence, including the specific street address, if known.
 - (b) The mailing address, if not the same as the street address.
 - (c) The telephone number or numbers at such residence, if known.
 - (d) If applicable, the name, address, and telephone number of the school to be attended by a child, if known.
 - (e) The date of the intended change of principal residence of a child.
 - (f) A statement of the specific reasons for the proposed change of principal residence of a child, if applicable.
 - (g) A proposal for a revised schedule of custody of or visitation with a child, if any.
 - (h) Unless you are a member of the Armed Forces of the United States of America and are being transferred or relocated pursuant to a non-voluntary order of the government, a warning to the non-relocating person that an objection to the relocation must be made within 30 days of receipt of the notice or the relocation will be permitted.
- You must give notice by certified mail of the proposed change of principal residence on or before the 45th day before a proposed change of principal residence. If you do not know and reasonably become aware of such information in sufficient time to provide a 45-day notice, you must give such notice by certified mail no later that the 10th day after the date that you obtain such information.
- (3) Your failure to notify other parties entitled to notice of your intent to change the principal residence of a child may be taken into account in a modification of the custody of or visitation with a child.

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- (4) If you, as the non-relocating party, do not commence an action seeking a temporary or permanent order to prevent the change of principal residence of a child within 30 days after receipt of notice of the intent to change the principal residence of a child, the change of principal residence is authorized.
- (5) This Order shall be deemed to be a release, thereby allowing school officials and/or medical providers to furnish both parties with any of the child(ren)'s school, medical, dental, hospital or psychological records.

CHILD SUPPORT

The Plaintiff and Defendant agree to waive the issue of Child Support due to the fact the parties will equally share custody of the minor children. The parties shall divide equally all elementary school costs, middle school costs, high school costs, daycare, after school programs and extracurricular expenses of the children. The Defendant shall pay the Plaintiff his half of said expenses every fourteen (14) days via a transfer of funds.

LIFE INSURANCE

The Defendant shall maintain; the current life insurance policy on the Plaintiff for the benefit for the minor Children. The life insurance shall be maintained by the Defendant until the youngest child reaches the age of Nineteen (19) years.

MEDICAL INSURANCE

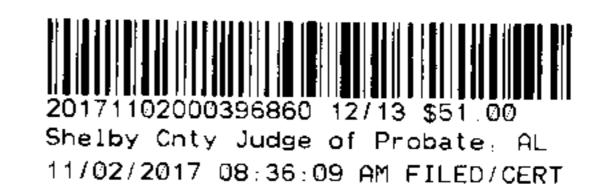
The Plaintiff shall provide major medical, dental and hospital insurance for the use and benefit of the minor children. The Plaintiff shall provide the Defendant proof of the existence of said policy(ies) in the form of identification cards suitable for him obtaining health services for the minor children of the parties.

That the Plaintiff and Defendant shall be responsible on a 50-50 basis for all non-covered medical expenses for said minor children per calendar year including but not limited to all non-covered medical, hospital, dental, orthodontic, optometric and prescription drug expenses, including co-payments and insurance deductibles, if any, for said minor children of the parties.

The party incurring said expense shall provide evidence of same to the other party of said expense/expenses within thirty (30) days of his/her receipt of same. The party receiving receipt of said evidence shall make appropriate payment and/or appropriate reimbursement of same within thirty (30) days of said documentation direct to the other party or agency as may be required.

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ALIMONY

Neither party shall pay the other alimony.

TAX DEDUCTION

That the Father will deduct Jack Otis Parr and the Mother will deduct Christy Rena Part on a yearly basis.

REAL PROPERTY

That the Plaintiff shall be awarded full right, title and interest in the jointly owned marital home of the parties, located at 1401 Kelly Drive, Pelham, Alabama 35124 and the Defendant is divested of all interest thereof.

It is further understood and agreed that the Plaintiff shall be awarded the full right to claim all tax benefits/interest and deductions on the real estate including, but not limited to the mortgages, liens, etc. allowed by the Federal and State income tax laws. The Defendant will sign and execute a Quit Claim Deed to formally relinquish all interest in the material home.

DEBTS

The Plaintiff and Defendant shall each pay all marrial indebtedness incurred by or acquired by him or her during the marriage. The parties acknowledge that there are no joint marital debts not referenced herein.

AUTOMOBILES

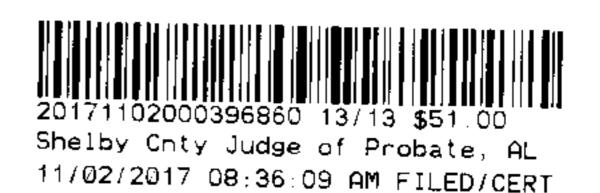
The Defendant shall be awarded full right, title and interest in the Honda Accord VIN# 1HGCP2F81BA048624 and the Plaintiff is divested of all interest therein. The Defendant shall be solely responsible for all indebtedness on said vehicle and shall indemnify and hold harmless the Plaintiff for all liability thereof.

PLAINTIFF'S PROPERTY

All items of personal property currently in the Plaintiff's name or belonging solely to her, including without limitation, cash, U.S. savings bonds, certificates of deposits, thrift savings plans, savings accounts checking accounts, clothing, jewelry, clothing accessories, securities, pension plans, retirement plans, IRA, business interests, partnerships, insurance policies, books or other financial holdings and the like not specifically referenced herein, shall be her sole property, and the Plaintiff is divest of any interest therein.

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DEFENDANT'S PROPERTY

All items of personal property currently in the Defendant's name or belonging solely to him, including without limitation, cash, bank accounts, U.S. saving bonds, certificates of deposits, thrift savings plans, savings accounts, checking accounts, clothing, jewelry, clothing accessories securities, pension plans, retirement plans, IRA, business interests, partnerships, insurance policies, books or other financial holdings and the like, not specifically referenced herein, shall be his sole property, and the Plaintiff is divest of any interest therein.

HOUSEHOLD GOODS, FURNITURE AND FIXTURES

The parties acknowledge that they have made an equitable distribution of all household goods, furniture and personal property.

ATTORNEY'S FEES

Each party to pay their own attorney's fees.

COURT COSTS

The costs of court are taxed to the Plaintiff and have been prepaid.

MUTUAL RELEASE

Each party in consideration of this Agreement expressly releases the other party from any and all other claims and demands, other than the provisions of this Agreement, for the settlement of property rights.

EXECUTION OF DOCUMENTS

Bach of the parties hereto shall, when and as requested by the other party, execute and deliver to such other party any and all documents, deeds, releases and conveyance necessary or convenient to show title to property of the said parties vested in accordance with terms of this Agreement.

AGREEMENT EXECUTED WITH ADVICE

The parties hereto have duly been advised of their rights.

CHASITY RENEA BARRANMUARR

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