

20220112000014190 1/10 \$50.00 | Shelby Cnty Judge of Probate, AL | 01/12/2022 11:00:48 AM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Randall D. Quarles, Esq. Quarles Law Firm, LLC 300 Office Park Drive, Ste. 100 Mountain Brook, Alabama 35223 (205) 874-7000

REFERENCES TO:

Instrument # 20190913000337030, Shelby County, Alabama, Judge of Probate
Instrument # 20170815000295020, Shelby County, Alabama, Judge of Probate
Instrument # 2017083584, Jefferson County, Alabama, Judge of Probate
Instrument # 393881, Book GEN 2017, Page 20529, Blount County, Alabama, Judge of Probate
Instrument # 19122301, BK/PG: L14/305-307, Giles County, Tennessee, Register of Deeds

STATE OF ALABAMA)
)
SHELBY COUNTY)

ASSIGNMENT OF JUDGMENT AND LIENS

Be it known by these Presents, that I, Keri Cox McIntire of 527 Alta Vista Drive, Chelsea, Shelby County, Alabama, as Trustee of the Bevely B. Cox Trust, in consideration of the sum of Three Hundred Sixty-Five Thousand Four Hundred Eighty-Four and 14/100 Dollars (\$365,484.14) and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, do hereby sell, assign, transfer and set over without warranty, representation or recourse, unto Glenn Charles Moltke (the "Assignee"), his successors and assigns, a certain Final Judgment recovered by Bevely B. Cox in the Circuit Court of Shelby County, Alabama, entered on August 4, 2017, against Perry E. Cox, Jr., in the civil action styled as Perry E. Cox, Jr. v. Bevely B. Cox, Case Number 58-DR-1995-000169.02, for the sum of Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00), and which Final Judgment was assigned to me as Trustee of the Bevely B Cox Trust by that certain Assignment of Judgment and Liens dated September 9, 2019, recorded as Instrument Number 20190913000337030 in the Office of the Shelby County, Alabama, Judge of Probate, together with all benefits and advantages accruing thereto, or to be obtained therefrom, plus interest accruing thereon at the legal rate from the date of said Final Judgment. A copy of said Final Judgment is attached hereto as Exhibit A,

Keri Cox McIntire, Trustee of Bevely B. Cox Trust--Assignment of Judgment and Liens

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and by reference thereto is made a part hereof as if set forth herein. A copy of the aforementioned Assignment of Judgment and Liens dated September 9, 2019, is attached hereto as Exhibit B. As of the date of this Assignment of Judgment and Liens, certificates of the Final Judgment have been recorded as Instrument # 20170815000295020 in the Office of the Judge of Probate of Shelby County, Alabama; Instrument # 2017083584 in the Office of the Judge of Probate of Jefferson County, Alabama; and Instrument # 393881, Book GEN 2017, Page 20529, in the Office of the Judge of Probate of Blount County, Alabama; and said Final Judgment has been enrolled as Instrument # 19122301, BK/PG: L14/305-307, with the Giles County, Tennessee, Register of Deeds. I do hereby grant unto the said Assignee, his successors and assigns, full power to enforce, renew, collect and recover on said Final Judgment and all associated judgment liens to whatever extent the Final Judgment has not been paid, with applicable interest, as of the date of this Assignment of Judgment, and to commence any necessary or appropriate legal proceedings other actions for said enforcement and collection. The Assignee shall have full power and authority to take any steps required or appropriate under applicable law to commence any legal actions or other proceedings for the enforcement and collection of the Final Judgment and related judgment liens; to renew the Final Judgment and related judgment liens; to replace or be substituted for me in any pending proceeding or action for the enforcement and collection of the Final Judgment; to permit any pending proceeding or action to continue in my name but with all amounts collected or received from such pending proceeding or action to be paid directly to the Assignee; or to collect through other means the amounts owing under the Final Judgment, with applicable interest.

Witness my hand and seal, this 22nd day of December, 2021.

KERI COX MCINTIRE, AS TRUSTEE OF THE BEVELY B. COX TRUST

Date: December 22, 2021

WITNESS

Frances P. Quarles

3624 Ridgecrest Road

Mountain Brook, AL 35223

Date: December 22, 2021

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STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned authority in and for said County, in said State, hereby certify that **KERI COX MCINTIRE**, **TRUSTEE OF THE BEVELY B. COX TRUST**, whose name is signed to the foregoing Assignment of Judgment and Liens as Trustee of said Trust and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment of Judgment and Liens, she executed the same voluntarily the day the same bears date.

Given under my hand and official seal this 22nd day of December, 2021.

to Assignment of Judgment and Liens

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8/4/2017 3:29 PM

58-DR-1995-000169.02

CIRCUIT COURT OF

SHELBY COUNTY, ALABAMA

MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY

PERRY E. COX, JR., Plaintiff,) CIVIL ACTION NO:
V.) 58-DR-1995-169.02
BEVELY B. COX,	20220112000014190 4/10 \$50.00
Defendant.	Shelby Cnty Judge of Probate, AL 01/12/2022 11:00:48 AM FILED/CERT

FINAL JUDGMENT

This cause came to be heard before the undersigned for a scheduled trial on July 25, 2017, on the Verified Petition for Rule Nisi filed by defendant-petitioner Bevely B. Cox ("Bevely Cox"). Present were Bevely Cox and her attorneys, Randall D. Quarles and Frances P. Quarles; and plaintiff-respondent Perry E. Cox, Jr. ("Perry Cox"), and his attorney, John E. Medaris. Before commencement of a trial, the parties' respective counsel informed the Court that the parties had agreed on a resolution of the claims asserted. The parties' counsel then stated, on the record in open court, the parties' agreement for the entry of this Final Judgment on the terms provided herein. Both Bevely Cox and Perry Cox confirmed under oath in open court that they agreed voluntarily to the terms as stated by their counsel and in this Final Judgment. The Court being fully advised in the premises, it is hereby ORDERED, ADJUDGED and DECREED as follows:

- 1. Final judgment is hereby ENTERED in favor of Bevely B. Cox and against Perry E. Cox, Jr., in the sum of Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00).
- 2. The automatic stay of enforcement under Alabama Rule of Civil Procedure 62(a) is waived for good cause shown pursuant to the parties' agreement. Execution on this Final Judgment may issue forthwith, and proceedings for its enforcement may be taken without delay.



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- 3. All permanent periodic alimony obligations of Perry E. Cox, Jr., under the Final Judgment of Divorce entered by this Court on August 20, 1996, in case number DR-95-169 are hereby terminated effective as of July 1, 2017, and the said Final Judgment of Divorce is hereby MODIFIED accordingly.
- 4. Except as expressly modified herein, any and all other provisions of the Final Judgment of Divorce shall remain unaltered and in full force and effect, except as the same have been previously modified by other orders and judgments of this Court.
 - 5. Any and all other relief requested by the parties is DENIED.
 - 6. Each party shall bear her or his own attorneys' fees and expenses.

Costs of court are taxed as paid or incurred by the parties.

DONE and ORDERED this the Hay of August, 2017.

WILLIAM H. BOSTICK, III CIRCUIT JUDGE

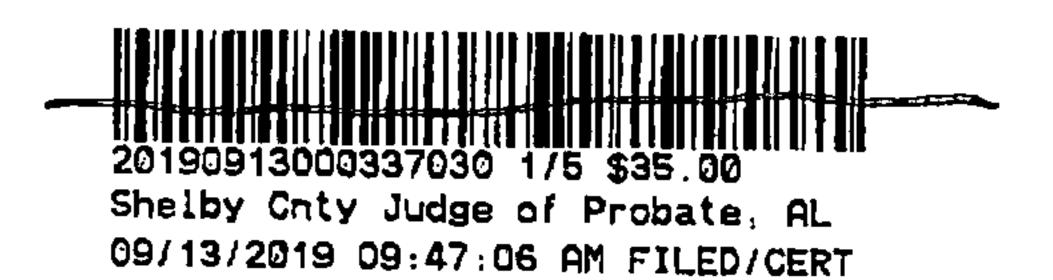


202201120000014190 6/10 \$50.00 Shelby Cnty Judge of Probate, AL 01/12/2022 11:00:48 AM FILED/CERT

EXHIBIT B to Assignment of Judgment and Liens

THIS INSTRUMENT PREPARED BY:

Randall D. Quarles, Esq. Quarles Law Firm, LLC 300 Office Park Drive, Ste. 100 Mountain Brook, Alabama 35223 (205) 874-7000



REFERENCES TO:

Instrument # 20170815000295020, Shelby County, Alabama, Judge of Probate
Instrument # 2017083584, Jefferson County, Alabama, Judge of Probate
Instrument # 393881, Book GEN 2017, Page 20529, Blount County, Alabama, Judge of Probate
Instrument # 19122301, BK/PG: L14/305-307, Giles County, Tennessee, Register of Deeds

STATE OF ALABAMA	
	}
	,
SHELBY COUNTY	

ASSIGNMENT OF JUDGMENT AND LIENS

Be it known by these Presents, that I, Bevely B. Cox of 371 Country Hills Lane, Sterrett, Shelby County, Alabama, pursuant to the terms of the Bevely B. Cox Revocable Living Trust Agreement executed contemporaneously herewith, and in further consideration of the sum of ten dollars (\$10.00) to me in hand paid by the "Assignee" identified below, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, do hereby sell, assign, transfer and set over without warranty, representation or recourse, unto Keri Cox McIntire as Trustee of the Bevely B. Cox Trust (the "Assignee"), her successors and assigns, a certain Final Judgment by me recovered in the Circuit Court of Shelby County, Alabama, entered on August 4, 2017, against Perry E. Cox, Jr., in the civil action styled as Perry E. Cox, Jr. v. Bevely B. Cox, Case Number 58-DR-1995-000169.02, for the sum of Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00), together with all benefits and advantages accruing thereto, or to be obtained therefrom, plus interest accruing thereon at the legal rate from the date of judgment. A copy of said Final Judgment is attached hereto as Exhibit A, and by reference thereto is made a part hereof as if set forth herein. Certificates of the Final Judgment have been recorded as Instrument # 20170815000295020 in the Office of the Judge of Probate of Shelby County, Alabama; Instrument # 2017083584 in the Office of the Judge of Probate of Jefferson County, Alabama; and Instrument #393881, Book GEN 2017, Page 20529, in the Office of the Judge of Probate of Blount County, Alabama; and said Final Judgment has



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STATE OF ALABAMA)
)
SHELBY COUNTY)

(NOTARIAL SEAL)

I, the undersigned authority in and for said County, in said State, hereby certify that BEVELY B. COX, whose name is signed to the foregoing Assignment of Judgment and Liens and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment of Judgment and Liens, she executed the same voluntarily the day the same bears date.

Given under my hand and official seal this 9th day of September, 2019.

NOTARY PUBLIC My Commission Expires: 1/25/2022

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Bevely B. Cox--Assignment of Judgment and Liens
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been enrolled as Instrument # 19122301, BK/PG: L14/305-307, with the Giles County, Tennessee, Register of Deeds. I do hereby grant unto the said Assignee, her successors and assigns, full power to enforce, renew, collect and recover on said Final Judgment and all associated judgment liens for the Bevely B. Cox Trust to whatever extent the Final Judgment has not been paid, with applicable interest, as of the date of this Assignment of Judgment, and to commence any necessary or appropriate legal proceedings other actions for said enforcement and collection. The Assignee shall have full power and authority to take any steps required or appropriate under applicable law to commence any legal actions or other proceedings for the enforcement and collection of the Final Judgment and related judgment liens; to renew the Final Judgment and related judgment liens; to replace or be substituted for me in any pending proceeding or action for the enforcement and collection of the Final Judgment; to permit any pending proceeding or action to continue in my name but with all amounts collected or received from such pending proceeding or action to be paid directly to the Assignee; or to collect through other means the amounts owing under the Final Judgment, with applicable interest.

Witness my hand and seal, this 9th day of September, 2019.

Date: September 9, 2019

WITNESS

Patricia Wallis 425 Alta Vista Drive

Chelsea, AL 35043

Date: September 9, 2019

WITNESS

Frances P. Quarles 3624 Ridgecrest Road

Mountain Brook, AL 35223

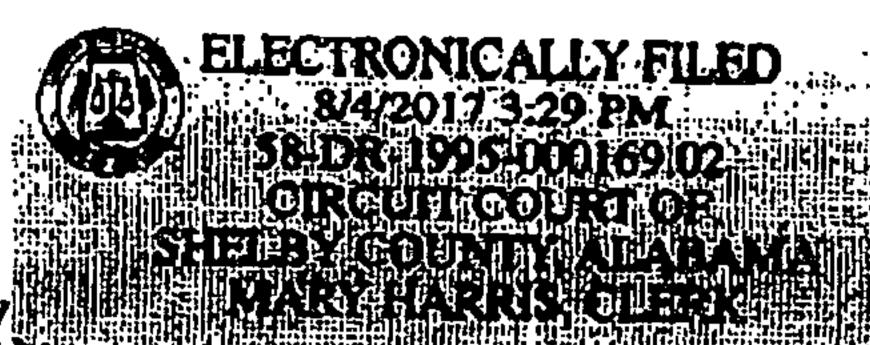
Date: September 9, 2019

Shelby Cnty Judge of Probats, AL 09/13/2019 09:47:06 AM FILED/CERT

DOCUMENT 44

EXHIBIT A

to Assignment of Judgment and Liens



IN THE CIRCUIT COURT OF SHELBY COUNTY IN THE

PERRY E. COX, JR.,	
Plaintiff,) CIVIL ACTION NO:
V.) 58-DR-1995-169,02
BEVELY B. COX,	20220112000014190 9/10 \$50.00
Defendant.	Shelby Cnty Judge of Probate, AL 01/12/2022 11:00:48 AM FILED/CERT

FINAL JUDGMENT

This cause came to be heard before the undersigned for a scheduled trial on July 25, 2017, on the Verified Petition for Rule Nisi filed by defendant-petitioner Bevely B. Cox ("Bevely Cox"). Present were Bevely Cox and her attorneys, Randall D. Quarles and Frances P. Quarles; and plaintiff-respondent Perry E. Cox, Jr. ("Perry Cox"), and his attorney, John E. Medaris. Before commencement of a trial, the parties' respective counsel informed the Court that the parties had agreed on a resolution of the claims asserted. The parties' counsel then stated, on the record in open court, the parties' agreement for the entry of this Final Judgment on the terms provided herein. Both Bevely Cox and Perry Cox confirmed under oath in open court that they agreed voluntarily to the terms as stated by their counsel and in this Final Judgment. The Court being fully advised in the premises, it is hereby ORDERED, ADJUDGED and DECREED as follows:

- 1. Final judgment is hereby ENTERED in favor of Bevely B. Cox and against Perry E. Cox, Jr., in the sum of Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00).
- 2. The automatic stay of enforcement under Alabama Rule of Civil Procedure 62(a) is waived for good cause shown pursuant to the parties' agreement. Execution on this Final Judgment may issue forthwith, and proceedings for its enforcement may be taken without delay.

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- 3. All permanent periodic alimony obligations of Perry E. Cox, Jr., under the Final Judgment of Divorce entered by this Court on August 20, 1996, in case number DR-95-169 are hereby terminated effective as of July 1, 2017, and the said Final Judgment of Divorce is hereby MODIFIED accordingly.
- 4. Except as expressly modified herein, any and all other provisions of the Final Judgment of Divorce shall remain unaltered and in full force and effect, except as the same have been previously modified by other orders and judgments of this Court.
 - 5. Any and all other relief requested by the parties is DENIED.
 - 6. Each party shall bear her or his own attorneys' fees and expenses.

Costs of court are taxed as paid or incurred by the parties.

DONE and ORDERED this the Him day of August, 2017.

WILLIAM H. BOSTICK, III CIRCUIT JUDGE