

THIS AGREEMENT, made and entered into this 30th day of JUNE, 1954, by and between WILBURN F. FOCHTMANN, hereinafter called Husband, and FRANCES L. FOCHTMANN, hereinafter referred to as Wife, Witnesseth:

WHEREAS, the parties hereto are husband and wife, but are living separate and apart and desire to enter into an agreement with respect to their property and the matter of the custody and support of their minor children, Ricky P. Fochtman, Gloria Jean Fochtman, Plesia Diana Fochtman and Nathan DeWayne Fochtman;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and the benefits and detriments accruing hereunder, the parties hereto agree as follows:

The husband Wilburn F. Fochtman does by these presents remise, release and relinquish unto the wife Frances Fochtman her heirs, devisees, legatees and personal representatives, all his right, title, claim and interest of every kind and character in and to the following described real estate situated in Shelby County Alabama:

All that part of Lot 14 in Block 2 in the town of Wilton formerly called Birmingham Junction (according to a survey of said Birmingham Junction made by J. E. Bozeman C E for Joseph Hardie, and which map is recorded in deed book 14, page 239 in the Probate Office of Shelby County, Alabama, which lies west or northwest of a certain lot known as the Amos Lucas lot, which was conveyed to said Amos Lucas by said M. Della Latham by deed dated July 25, 1919 and recorded in deed book 66, page 169, and which said part hereby conveyed is further particularly described as follows: Beginning on the south line of said Lot 14 at the SW corner of said Amos Lucas lot which point is 200 feet more or less from the SE corner of said Lot 14, running thence NE along the NW line of said Amos Lucas lot to the line between said lot and lot 14, and lot 15 (the said last mentioned line if projected straight in the same direction would strike the line between lots 15 and 16, 42 feet north west of the NE corner of said Lot 15, measuring along said last mentioned line) from said point on the line between said lots 14 and 15 run NW along said last mentioned line to the northermost corner of said lot 14, thence south west along the NW line of said lot 14 to the SW corner thereof 219 feet, thence east along the south line of said lot 14 being the North side of the old Montevallo and Centerville road to the point of beginning.

F. L. F. W. F. F.

And, in addition thereto, Wilburn F. Fochtman does hereby covenant and agree to purchase for the use of said Frances Fochtman, household goods and furniture in the amount of \$600.00, said household goods to be purchased directly by husband and to be selected from a list to be prepared by the wife.

It is agreed between the parties hereto that, subject to order of court, Frances Fochtman shall be entitled to the custody of Ricky P. Fochtman, Gloria Jean Fochtman, Plesia Diana Fochtman and Nathan Fochtman, said minor children, provided, however, that the husband shall be allowed to see and visit said children at reasonable times, and provided further that the wife shall not take said children outside the continental limits of the United States without the consent of the husband. The husband further agrees to pay the wife, for the support, maintenance and education of said minor children, the sum of Thirty-seven and 50/100 dollars each per month, during the minority of each said child, under the laws of the State of Illinois, or until the parties agree to the contrary, or the court orders a change in said amount. Said monthly payments to each child are to be payable in two equal installments to be paid on the 15th and last days of each month, commencing JUNE 30, 1954.

Said wife accepts the foregoing provisions in full settlement of her rights of dower, her homestead rights, her rights as a widow, and all her rights under the laws of testacy and intestacy, in any jurisdiction whatsoever which she, the wife, ever had, now has or might hereafter have, against the husband by reason of widowhood in the event of the husband's demise or otherwise; and she does further hereby relinquish any and all right, title and interest which she might have in and to any property hereafter acquired by Husband, and she further relinquishes any and all right, title and interest which she might have in and to the following described real estate now held by Husband:

Lots Number six and ten Rakers' Subdivision, being a Subdivision of part of the Northwest Quarter of the Northeast Quarter of Section 18, T. 1N, R. 5W of the 3rd P.M., and formerly a part of Koch's Subdivision in the Village of New Baden, Clinton County, Illinois.

A tract or parcel of land in block five of Joseph Spaeth's First Addition to New Baden, described

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as commencing at a point 75 feet East of the Northwest corner of said Block Five, thence East 50 feet, South 130 feet, thence West 50 feet, thence North 130 feet to the place of beginning, situated in the Village of New Baden, County of Clinton and State of Illinois.

A tract of land commencing the survey thereof at the Southwest corner of Lot Twenty (20), thence running East Forty Eight (48) feet along Hanover Street, thence North One Hundred Fifty (150) feet, thence West Forty Eight (48) feet, thence South One Hundred Fifty (150) feet to the place of beginning, all in Friederich A. Carpenter's Addition to the Original Town of New Baden, Clinton County, Illinois, situated in the Village of New Baden, County of Clinton and State of Illinois.

A tract of land beginning at a point Five Hundred Twenty Feet East of the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section Thirteen, Township One North, Range Six West of the Third Principal Meridian, thence running South One Hundred Feet, thence West One Hundred Feet, thence North One Hundred Feet, thence East One Hundred Feet to the place of beginning; excepting coal, gas and other minerals; and excepting further that part thereof conveyed by Albert Griesbaum and Elizabeth Griesbaum, his wife, to County of St. Clair, State of Illinois, by deed dated April 3, 1934 and recorded May 25, 1934 in said Recorder's Office, in Book 792 on page 329, for Public Road Purposes, situated in the County of St. Clair and State of Illinois.

A tract of land beginning at a point 420 feet East of the Northwest corner of the Southeast quarter of the Northeast quarter of Section 13, T. 1N., R. 6 W. of the 3rd P.M., thence South 100 feet, thence West 200 feet, thence North 100 feet, thence East 200 feet to the place of beginning; excepting coal, oil gas and other minerals; and excepting further that part thereof conveyed by Albert Griesbaum and Elizabeth Griesbaum, his wife, to County of St. Clair, State of Illinois, by deed dated April 3, 1934 and recorded May 25, 1934 in said Recorder's Office, in Book 792 on page 329, for road purposes, situated in the County of St. Clair and State of Illinois.

Each of the parties hereto agrees that he or she will at any time, and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require or find convenient or expedient for the purpose of giving full force and effect to the provisions of this agreement.

It is further stated that this agreement has not been entered into for the purpose of binding either party to any policy or course of action in any legal proceeding instituted by any party against the other party for divorce or otherwise, but rather to evidence an orderly settlement and disposition of property rights, interests and obligations of the parties incident to the

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rendering of a decree of divorce in any divorce proceedings which might subsequently be filed. In the event that a decree of absolute divorce is entered in any proceedings between the parties, this agreement may at the request of either party be exhibited to the court for its consideration, and if the court approves, this agreement may be incorporated and merged in said decree.

Each party hereto acknowledges that he or she is making this agreement of his or her own free will and volition, and acknowledges that no coercion, force, pressure or undue influence has been used against either party in the making of this agreement, either by the other party to this agreement or by any other person or persons.

This agreement is declared binding upon the heirs, legal representatives and assigns of both parties hereto.

IN WITNESS WHEREOF, the said parties sign and acknowledge this agreement at the Village of New Baden, County of Clinton and State of Illinois, on the day and year aforesaid.

Executed in Duplicate

Wilburn F. Fochtman (SEAL)
Husband

Frances L. Fochtman (SEAL)
Wife

State of Illinois)
) SS.
County of Clinton)

On this 30th day of JUNE, 1954, before me, a Notary Public in and for the county and state aforesaid, personally appeared Wilburn F. Fochtman and Frances L. Fochtman, his wife, to me known to be the persons described in and who executed the foregoing deed, and each of whom acknowledged the same to be his or her free act and deed.

Henry P. Walker
Notary Public

MY COMMISSION EXPIRES:

August 7, 1954

STATE OF ALABAMA, SHELBY COUNTY	
I, L.C. Walker, Judge of Probate, hereby certify that the within <u>Agreement</u>	
was filed for record the <u>31</u> day of <u>June</u> , 19 <u>54</u> , at <u>6</u> o'clock <u>P.</u>	
and recorded in <u>Real</u> Record <u>170</u> Page <u>123</u> , and the Mortgage Tax of	
Deed Tax of _____	has been paid.
<u>L.C. Walker</u> Judge of Probate	