

3745
STATE OF ALABAMA,
COUNTY OF SHELBY.....

This agreement made and entered into this 11th day of March, 1959, by and between R. L. Merroll and Mary Willard Merroll, hereinafter referred to as husband and wife respectively.

Whereas, the parties hereto are husband and wife, having been married for over forty years, and

Whereas, all children who are the issue of said marriage are over the age of twenty-one years and living separate and apart from the parties hereto; and

Whereas, the parties of their own volition have heretofore separated and are living separate and apart, and

Whereas, the parties are desirous of adjusting their claims against each other, and

Whereas, the parties desire to settle any possible difficulties and controversies by the execution of this agreement, and

Whereas, each of the parties hereby acknowledge that this agreement is fair, reasonable, and just and is entered into without duress or coercion on the part of either party, and

Whereas, each of the parties hereto is determined not to live together again as man and wife and desire to define the relationship between them by entering into an agreement which shall provide for their separation, and for the termination of all future obligations each to the other, including property rights, rights of support and maintenance of the wife by the husband, all dower and homestead rights, together with any and all other rights existing between the said parties growing out of the marriage relation and any other relations that may have heretofore existed between them; which agreement shall be incorporated by reference and made part of and merged with any decree of divorce that may be obtained in the future.

Now, therefore, in consideration of the mutual covenants hereinafter contained and of the recitals above set forth, it is agreed as follows:

First: The husband and wife agree to continue to live separate and apart from each other, from and after the date of this agreement; and it shall be lawful for each of the parties hereto at all times hereafter to live and to continue to live separate and apart from the other, to reside from time to time at such place or places and with any person or persons and to engage in such occupations and business as he or she shall see fit, and free from the control or authority of the other as if he or she were single and unmarried, without any restraint or interference whatsoever, either direct or indirect, from the other party. The wife shall maintain a residence for herself at her own cost and expense.

Second: Each of the parties hereto irrevocably releases the other from any claim against the other, by reason of any matter, cause or thing whatsoever, including any claim for alimony, maintenance and support, and relinquishes all marital and other rights in all property, real and personal, now owned or which hereafter may be acquired by the other, including dower and other marital rights in real property except as hereinafter set forth.

Third: It is agreed that the terms of this agreement shall be entered as a part of the final decree in any divorce proceedings between the parties. If any provision of this agreement is held, at any time, in any court or jurisdiction, to be illegal for any reason, then the remaining provisions hereof shall not be affected thereby, and shall remain in full force and effect and binding upon the parties hereto.

Fourth: Upon the death of the husband, the wife shall have no claims against the estate of her husband, the wife accepting the provisions herein set forth, in full and complete settlement and release of all claims and demands of every kind, name and nature against the husband and his estate, including any and all legal liability now or at any time hereafter existing or accruing either on account of support, maintenance, alimony, dower, or allowance, either statutory or arising at common law, or by virtue of this agreement, incident to or arising from the marriage relation; the intention being to release the husband from all claims, homestead rights, dower rights, and all rights of election, and any

other rights or interests whatsoever, she may have or acquire, in any property, real or personal, which the husband may now own, or that he may at any time hereafter hold or acquire any interest in whatsoever, either through devise, bequest, purchase or otherwise.

Fifth: All the covenants, agreements, promises, releases and provisions in this agreement contained shall apply to, bind and be obligatory upon the personal representatives, assigns, heirs, devisees, legatees and distributees of each of the parties hereto.

Sixth: This agreement contains all the terms and agreements between the parties and may not in any respect be altered or modified except in writing signed by both parties.

Seventh: This agreement is entire and complete and embodies all understandings and agreements between the parties and no representations, agreements, undertakings or warranties of any kind or nature have been made by either of the parties to the other party to induce the making of this agreement, and each of the parties agree not to assert to the contrary and that there is no other agreement, oral or written, existing between them. No oral settlement or prior written matter extrinsic to this agreement shall have any force or effect.

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

R. L. Merrill L.S.

In the presence of:

Harriet G. Trivette
Harriet G. Trivette

Mary Willard Merrill L.S.

STATE OF ALABAMA,

SHELBY COUNTY.....

I, Warren G. Shively, a Notary Public in and for said County, in said State, hereby certify that R. L.

Merrell whose name is signed to the foregoing marriage settlement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the marriage settlement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of March, 1959.

Warren G. Shively
Notary Public

STATE OF ALABAMA,

SHELBY COUNTY.....

I, Warren G. Shively, a Notary Public in and for said County, in said State, hereby certify that Mary Willard Merrell whose name is signed to the foregoing marriage settlement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the marriage settlement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of March, 1959.

Warren G. Shively
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 4-17 1960
RECORDED & \$ REG. TAX
& \$ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Corrado M. Scuderi
JUDGE OF PROBATE