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THE STATE OF ALABAMA, SHELBY COUNTY
Law and Equity Court of Shelby County, Alabama, In Equity

Case No. 1178

Edith Grady Lovelady Complainant

vs.

William E. Lovelady, Jr. Respondent

This cause coming on to be heard was submitted upon Bill of Complaint, ~~Decree Pro Confesso~~ on Answer and Waiver of Respondent, Agreement and Testimony as noted by the Register, and upon consideration thereof, the Court is of the opinion that the Complainant is entitled to the relief prayed for in said Bill.

It is therefore ordered, adjudged and decreed by the Court that the bonds of matrimony heretofore existing between the Complainant and Respondent be, and the same are hereby dissolved, and that the said Edith Grady Lovelady

is forever divorced from the said William E. Lovelady, Jr. for and on account of crwltly.

It is further ordered, adjudged and decreed by the court that the attached agreement entered into by the parties hereto on the 20th day of November, 1963, be and the same is hereby ratified and confirmed and made a part of this decree of divorce, including all property rights, custody of children, visitation rights and all other rights set out in said agreement and be it further ORDERED, ADJUDGED AND DECREED BY THE COURT that said parties carry out all the terms and conditions of said agreement.

It is further ordered, ndjudged and decreed that neither party to this suit shall again marry except to each other until sixty days after the rendition of this decree, and that if appeal is taken within sixty days, neither party shall again marry except to each other during the pendency of said appeal.

It is further ordered that Edith Grady Lovelady and W. E. Lovelady, Jr. they are be, and hereby permitted to again contract marriage upon the payment of the cost of this suit.

It is further ordered that W. E. Lovelady, Jr. respondent the pay the cost herein to be taxed, for which execution may issue.

This 21st day of November, 1963

s/ Harold E. Walden
Judge Law and Equity Court of Shelby County, Alabama,
In Equity

STATE OF ALABAMA, SHELBY COUNTY.

The undersigned Ex-Officio Register of the Law and Equity Court of Shelby County, Alabama, does hereby certify that the foregoing is a true copy of the original decree of divorce granted by said Court in the above stated cause, as the same appears of record and on file in my office, and the cost has been paid.

Witness my hand and Seal, this 22 day of November, 1968

L. G. [Signature]
Ex-Officio Register,
Law and Equity Court of Shelby County, Alabama

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STATE OF ALABAMA, SHELBY COUNTY
INSTITUTIONAL RECORDS
NOV 21 1963
U.C.C. FILE
REC. CLERK

STATE OF ALABAMA)

COUNTY OF SHELBY)

WHEREAS, in May of 1966, Edith Grady Lovelady and W. E. Lovelady, Jr., entered into a marital property agreement under which W. E. Lovelady, Jr. agreed to convey to Edith Grady Lovelady certain real and personal property in lieu of any alimony, maintenance and support, dower or homestead or any other rights afforded a wife under the laws of the State of Alabama;

WHEREAS, W. E. Lovelady, Jr. has heretofore conveyed all of said property set out in said agreement to Edith Grady Lovelady;

WHEREAS, on the 2nd day of May, 1967, Edith Lovelady, as complainant, was divorced from W. E. Lovelady, Jr., respondent, by the Law and Equity Court of Shelby County, Alabama, in Equity, as shown by decree bearing said date, being Case No. 938, in which said case the parties recognized said prior agreement and recognized that the said W. E. Lovelady, Jr. had heretofore conveyed to the said Edith Grady Lovelady said real and personal property in full settlement of her claims for any alimony, maintenance and support, dower or homestead or any other rights afforded a wife under the laws of the State of Alabama, at which time both parties were represented by attorneys;

WHEREAS, since said divorce said parties remarried on, to-wit, the 2nd day of November, 1967, and lived together as husband and wife until on, to-wit, the 28th day of May, 1968;

WHEREAS, said parties have reached an amicable agreement concerning certain of the matters in dispute between them, which agreement they propose to be included in any decree of divorce which might be entered between them, and by which agreement they recognize that W. E. Lovelady, Jr. has heretofore conveyed to Edith Grady Lovelady certain real and personal property in lieu of any claims which she might have for alimony, maintenance and

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support, dower or homestead or any other rights afforded a wife under the laws of the State of Alabama;

WHEREAS, the said W. E. Lovelady, Jr. at the time of the granting of the last divorce was in business as a Ford Dealer in the City of Montevallo, from which he had substantial income, but has now sold said business and is now in ill health and his income has been greatly reduced;

WHEREAS, the said W. E. Lovelady, Jr. and Edith Grady Lovelady desire to and do agree to the following terms and conditions regarding the four (4) children born of said marriage, with the right of their custody and visitation. Said children are: Lucille Lovelady, William E. Lovelady, III, Louise Lovelady and Scotty Lovelady.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the said W. E. Lovelady, Jr. agrees to pay the said Edith Grady Lovelady, being one and the same as Edith Lovelady, the sum of \$250.00 per month for the maintenance and support of said children, which said sum shall be paid each month until Louise Lovelady reaches the age at which she would enter college, at which time said child support shall be reduced to one-half or \$125.00 per month. In addition to the above, W. E. Lovelady, Jr. agrees to pay to the said Edith Lovelady the sum of \$500.00 a quarter for each child attending college, for the purpose of paying for a college education of four years for each of said children. This \$500.00 shall be payable for each child at the beginning of each quarter of the college year (it being the intention of the parties that there shall be three such payments during each nine months term for each child in college, regardless whether the particular college shall be on a quarter, semester or trimester system), with payments on or before September 15th, December 15th and March 15th of each year for each child enrolled in college. Payment of \$400.00 toward the first quarter's obligation of 1968 has been made for Lucille Lovelady. In consideration of the mutual undertakings herein, William E. Lovelady, Jr. agrees that his obligation to pay for college education shall be four years for each child, even though this shall continue beyond the 21st birthday of any child.

The said W. E. Lovelady, Jr. further agrees that the said Edith Lovelady shall receive said \$250.00 per month child support directly from Sherman-Holland Ford Company (its successor or lessee) out of the proceeds due by said Company to W. E. Lovelady, Jr. as rental on said premises now being rented to said Sherman-Holland Ford Company. In the event the said W. E. Lovelady, Jr. fails to pay the \$500.00 mentioned above for each child for a college education, then the same shall be collected direct from Sherman-Holland Ford Company as set out above. The said W. E. Lovelady, Jr. agrees to execute such papers as are necessary to authorize Sherman-Holland Ford Company (its successor or lessee) to make said payments as hereinabove set out.

W. E. Lovelady, Jr. further agrees to pay all outstanding bills due by him and/or Edith Lovelady for the use and benefit of himself and Edith Lovelady and said children up to this the 20th day of November, 1968.

The said W. E. Lovelady, Jr. further agrees to pay Drew Reddon, Solicitor for Edith Lovelady, the sum of \$500.00 as Solicitor's fee for representing the said Edith Grady Lovelady in a suit for divorce which she has heretofore filed and to pay the court cost in connection with the same. Said payment to be made within thirty (30) days from date of decree.

The said W. E. Lovelady, Jr. agrees to execute to Edith Grady Lovelady an easement 20' wide leading from Parkway Road in a northerly direction to its intersection with land heretofore conveyed to Edith Grady Lovelady, being her homeplace, which said easement shall run along its present course.

Said W. E. Lovelady, Jr. agrees to execute a deed to Edith Grady Lovelady conveying to her his undivided one-half interest in and to the two lots which he last purchased from W. J. Mitchell on which there are certain dwelling houses situated thereon.

The said Edith Grady Lovelady agrees to execute a deed to

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W. E. Lovelady, Jr. conveying her one-half undivided interest in and to Lot 13, Block 1 of Arden's Subdivision to the town of Montevallo, Alabama, as shown by map recorded in Map Book 3, Page 64 in the Probate Office of Shelby County, Alabama.

W. E. Lovelady, Jr. and Edith Grady Lovelady agree to execute the proper papers to sell the subdivision known as College Hills Subdivision owned jointly by said parties as early as possible, but in any event within 180 days from the date of the execution of this agreement and to use the proceeds to pay off the mortgage due Merchants and Planters Bank on said Mitchell property and to pay assessments due on the parcels mentioned hereinabove and to divide the remainder of the proceeds equally after paying the necessary expenses in connection with the sale. Both parties will use their best efforts to sell said subdivision. The parties further agree that, in the event the mortgage on said Mitchell property shall have been foreclosed prior to the sale of the College Hills Subdivision, the proceeds of said sale shall first be used to pay in full the cost of the exercise of the equity of redemption in favor of Edith Grady Lovelady, if such exists, and if such equity of redemption shall have been extinguished, then the said Edith Grady Lovelady shall receive the first \$15,000.00 of the proceeds from the sale of said College Hills Subdivision, with the remainder of the net proceeds of said sale being divided equally between the parties after payment of necessary expenses in connection with said sale.

Said parties further agree that the said W. E. Lovelady, Jr. shall have said children visit with him at reasonable times and places, except that at such visitations, the said W. E. Lovelady, Jr. shall pick up the children at their home and visit with them at some place other than the home.

I, Edith Grady Lovelady, in consideration of the matters and things agreed to by W. E. Lovelady, Jr. do hereby agree to the terms and conditions of this agreement and agree to be bound by

the same and ask that the Court make said agreement as a part of the divorce decree in the case now pending.

I, W. E. Lovelady, Jr., in consideration of the matters and things agreed to by Edith Grady Lovelady, do hereby agree to the terms and conditions of this agreement and agree to be bound by the same and ask that the Court make said agreement as a part of the divorce decree in the case now pending.

EXECUTED in triplicate this the 20th day of November, 1968.

WITNESS:

[Signature]

Edith Grady Lovelady
Edith Grady Lovelady

WITNESS:

Martha S. Joice

W. E. Lovelady, Jr.
W. E. Lovelady, Jr.

STATE OF ALA. SHELBY CO.
NOTARY PUBLIC
INSTRUMENT WAS FILED
1968 MAR - 8 PM 1:45
U.C.C. FILE NUMBER
REC. BY & PAGE AS SHOWN ABOVE
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NOTARY PUBLIC

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