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Shelby Cnty Judge of Probate, AL
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TONY C. VICKERY,) IN THE CIRCUIT COURT
)
PLAINTIFF)
)
V.)
)
MARY K. VICKERY,) OF ALABAMA
)
)
)
DEFENDANT) (EQUITY)
)
)
)
CIVIL ACTION NO. E-1156-76

FINAL JUDGMENT OF DIVORCE
ON COUNTERCLAIM

THIS CAUSE, coming on to be heard on the 14th day of September, 1976, upon the plaintiff's Complaint and answer thereto and the defendant's Counterclaim and answer thereto. The testimony was taken ore tenus before the Court. The Court finds and determines that the defendant, Mary K. Vickery, is entitled to the relief prayed for in her Counterclaim and a divorce should be granted to the defendant under said Counterclaim.

Upon consideration thereof, it is therefore ORDERED, ADJUDGED and DECREED by the Court as follows:

FIRST: The relief prayed for in the plaintiff's Complaint is hereby denied.

SECOND: The relief prayed for in the defendant's Counterclaim is hereby granted. The divorce in this cause is hereby granted on the grounds of irretrievable breakdown as alleged in the defendant's Counterclaim.

THIRD: The bonds of matrimony heretofore existing between the plaintiff and the defendant are dissolved, and the said TONY C. VICKERY and MARY K. VICKERY are divorced each from the other.

FOURTH: That neither party shall marry again except to each other until sixty (60) days 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.

FIFTH: The plaintiff, Tony C. Vickery, is hereby divested of all his right, title and interest in the 1972 Plymouth automobile acquired during the marriage of the parties. The defendant, Mary K. Vickery, is hereby invested with the right, title and interest to the said 1972 Plymouth automobile. The plaintiff, Tony C. Vickery, will deliver to the defendant, Mary K. Vickery, a bill of sale for the consideration of One Dollar (\$1.00) and pursuant to this decree of divorce conveying all of his right, title and interest in the aforesaid automobile to the defendant. Said bill of sale to be delivered to the plaintiff's attorney of record within ten (10) days from the date of this decree. The plaintiff, Tony C. Vickery, shall assume and pay in full the indebtedness due on the aforesaid 1972 automobile with GMAC in the amount of Eighty-four and 50/100 Dollars (\$84.50) for a period of 18 payments to begin immediately, until paid in full.

SIXTH: The plaintiff, Tony C. Vickery, shall pay in full the indebtedness due to First Bank of Alabaster in the amount of to-wit, One Hundred Eight and 79/100 Dollars (\$108.79) per month for a period of eighteen (18) months and a final payment of Eighty-three and 40/100 Dollars (\$83.40) to begin immediately, and any other charges on said indebtedness. Said indebtedness was incurred as a result of a loan and obligation on the homestead of the defendant in Siluria, Alabama, known as Lot 94 as shown on a map entitled "Property Line Map, Siluria Mills" prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965, as recorded in the Office of the Probate Judge of Shelby County, Alabama.

SEVENTH: The plaintiff is hereby divested of all his right, title and interest in the household furniture, appliances cooking utensils, china, and all other furniture, fixtures and household goods located in the defendant's home as of the date of this decree, and all right, title and interest in and to said property is hereby vested in the defendant. The plaintiff,



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Tony C. Vickery, is hereby invested with the title, title and interest of all property in his possession as of the date of this decree, which shall include any vehicles or other personal property not specifically awarded to the defendant in this decree.

EIGHTH: The plaintiff, Tony C. Vickery, shall initiate, execute and deliver all necessary hospital forms and other necessary papers to the Shelby County Memorial Hospital or doctors to be completed by him for the payment in full of all hospital bills, doctor bills, and other medical expenses incurred by the defendant during the marriage of the parties up to and including the date of this decree. The plaintiff shall furnish such insurance forms for the payment of such medical expenses to any doctors or other institutions for the payment of the aforesaid medical expenses. These medical payments shall only apply to the defendant. The plaintiff shall be responsible for any and all medical expenses incurred for and on behalf of the defendant, Mary K. Vickery, not covered by the aforesaid insurance and shall use his personal funds to cover any deficit or balance due thereon.

NINTH: The plaintiff, Tony C. Vickery, is hereby divested of all of his right, title and interest in and to the real property now in the name of the plaintiff, Tony C. Vickery, located in Shelby County, Alabama, and all right, title and interest in and to said property is hereby vested in the defendant, Mary K. Vickery, said property being located in Shelby County, Alabama, and specifically described as follows, to-wit:

Lot 8, in Block 2, being a part of the
NW 1/4 of the NE 1/4 Section 17,
Township 21 South, Range 3 West,
Subdivision of Brantleyville, Alabama,
Map of which is recorded in the Office
of the Probate Judge of Shelby County,
Alabama.

TENTH: The Clerk of this Court is hereby ordered and directed to record a copy of this decree with the Probate Court

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of Shelby County, Alabama and tax such recording cost as a part of the court costs accrued in this cause.

ELEVENTH: The plaintiff, Tony C. Vickery, shall not cause the defendant, Mary K. Vickery, to be subjected to any indebtedness incurred by the plaintiff or the defendant during their marriage except the indebtedness incurred by the defendant to her brother-in-law, and the indebtedness to the First Bank of Alabaster on a personal loan in the amount of Five Hundred and NO/100 Dollars (\$500.00). The plaintiff, Tony C. Vickery, shall be responsible and pay any and all indebtednesses incurred during the marriage of the parties except the two indebtednesses specified in this paragraph.

TWELFTH: The plaintiff shall pay, in addition to the sum already paid by the defendant, to the defendant as attorneys fees for her attorney of record, Robert C. Barnett, the sum of Six Hundred and NO/100 Dollars (\$600.00) for his representation of the defendant in this cause. Said attorneys fees to be paid within ninety (90) days from the date of this decree.

THIRTEENTH: The costs of court accrued herein are hereby taxed against the plaintiff, Tony C. Vickery, for the collection of which let execution issue.

DONE and ORDERED this 14th day of September, 1976.

James H. Sharbutt
CIRCUIT JUDGE

FILED IN OFFICE, This the 16th day
of September 1976

Kyle Sanford

Register Circuit Court of
Shelby County, Alabama

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1976 SEP 16 AM 11:19

Conrad M. Barber
JUDGE OF PROBATE

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