

BILLY BLACKERBY,
PLAINTIFF,
VS.
JUDY BENTLEY BLACKERBY,
DEFENDANT

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IN THE CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
CIVIL ACTION NO. E-109376

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now the Plaintiff in the above styled cause and respectfully represents and shows unto Your Honor as follows:

1. That plaintiff is over the age of 21 years and is a bona fide resident citizen of the State of Alabama, presently residing at 2694 Briarberry Drive, Birmingham, Alabama 35226.
2. That the defendant Judy Bentley Blackerby is 18 years of age and is a bona fide resident citizen of Columbiana, Alabama.
3. That the plaintiff and the defendant are presently husband and wife having married on July 3, 1975, in Shelby County, Alabama; That there have been no children born to the marriage of plaintiff and defendant.
4. That the plaintiff and the defendant have entered into and executed an agreement, a copy of which is attached hereto as Exhibit "A" and made a part and parcel hereof as fully as if set out herein, which said agreement provides for, among other things, the disposition of certain property of plaintiff and defendant; That said agreement is in the best interest of both plaintiff and defendant.
5. That there exists between the plaintiff and the defendant a complete incompatibility of temperament such that the plaintiff and the defendant can no longer live together as man and wife; That the personalities, life style and temperament of the plaintiff and the defendant are all completely incompatible to such extent that the plaintiff and the defendant can no longer live together.

WHEREFORE, Plaintiff makes the said Judy Bentley Blackerby a party defendant to this his complaint and prays that process of this Honorable Court issue to her requiring her to plead or answer within the time and manner prescribed by law or suffer default judgment to be rendered against her.

Plaintiff further prays that upon a final hearing of the pleading and proof in this cause that Your Honor will enter an order or decree absolutely and forever divorcing the bonds of matrimony presently existing between plaintiff and defendant.

Plaintiff further prays that upon a final hearing of the pleading and proof in this cause that Your Honor will enter an order or decree ratifying, approving and confirming the agreement of the parties, a copy of which is attached hereto as Exhibit "A" and will make the same a part and parcel of any final decree rendered herein and will make the same fully binding on both plaintiff and defendant.

Plaintiff further prays that if he be mistaken in the relief herein prayed for that he be given such other, further or different relief to which he may be entitled.

CLERK OF COURT, This the 27th day
April 1976
W. H. Head

FRANK ELLIS, JR.
[Signature]
Attorney for Plaintiff

Circuit Court of
Shelby County, Alabama
WALLACE, ELLIS, HEAD & FOWLER
P. O. Box 587
Columbiana, Alabama 35051

BOOK 18 PAGE 41b

STATE OF ALABAMA)

SHELBY COUNTY)

EXHIBIT "A"

WITNESS THIS AGREEMENT entered into this 27th day of April, 1976, by and between BILLY BLACKERBY, hereinafter referred to as "Husband", and JUDY BENTLEY BLACKERBY, hereinafter referred to as "Wife":

WHEREAS, the parties hereto are presently husband and wife and said husband is contemplating the filing of a complaint for divorce against said wife, and

WHEREAS, the parties hereto wish to provide by agreement for, among other things, the disposition of certain real and personal property of the parties:

NOW, THEREFORE, In consideration of the above premises, and in further consideration of the hereinafter stated conditions and agreements, the parties hereto do hereby agree, covenant and contract as follows:

1. In the event a divorce is granted in the above anticipated cause, this agreement shall be made a part and parcel of any final decree rendered therein and shall be fully binding on both parties hereto, subject to court approval.

2. Said wife shall receive the title to the cemetery lots in Columbiana, Alabama, and said husband shall execute a deed or other conveyance conveying his interest in the same to said wife and does by these presents grant, bargain, sell and convey unto said wife all of his interest in said cemetery lots. Said wife shall assume responsibility for paying for said cemetery lots as such payments become due.

3. Said wife shall receive the title to the land which the parties are buying from Jim Ray and shall assume responsibility for paying for the same as payments become due.

4. Said husband shall receive his motorcycle, all of his clothes and personal effects and the checking account at the First National Bank and said husband shall be responsible for paying all indebtedness of the parties with the exception of the cemetery lots and the real estate being purchased from Jim Ray. Said husband shall pay the costs of these proceedings including legal fees and court costs in the total amount of \$217.50.

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the date first given above.

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Shelby Cnty Judge of Probate, AL
01/26/1977 12:00:00 AM FILED/CERT

Nancy K. Farmer
Witness

Billy Blackerby (S)
Husband

Nancy K. Farmer
Witness

Judy Bentley Blackerby (S)
Wife

FILED IN OFFICE, This 27th day
of April 1976

W. H. Bradford

Register of the Circuit Court of
Shelby County, Alabama

18 PAGE 417

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STATE OF ALABAMA
SHELBY COUNTY
INSTRUMENT WAS FILED

1977 JAN 26 PM 2:54

Thomas A. Farmer