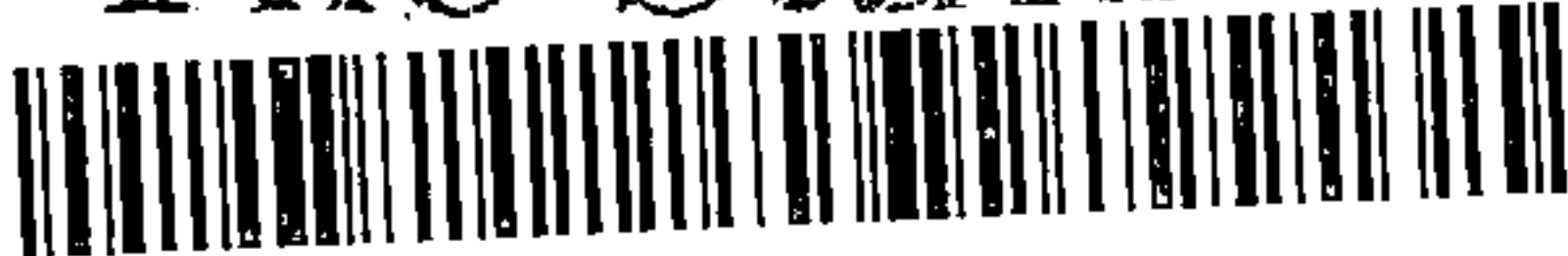


The State of Alabama, Shelby County



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Shelby Cnty Judge of Probate, AL
04/19/1977 12:00:00 AM FILED/CERT

CIRCUIT COURT

CIVIL ACTION NO. 1107-76

VIRGIE M. LANGLEY,

Plaintiff

vs.

CHARLES H. LANGLEY,

Defendant

This cause coming on to be heard was submitted upon Bill of Complaint, _____ on

Answer and Waiver and Testimony as noted by the Register, and upon consideration thereof, the Court is of the opinion that the Plaintiff is entitled to the relief prayed for in said bill. The Court being satisfied from all the testimony that there exists such a complete incompatibility of temperament that the parties can no longer live together.

It is therefore ordered, adjudged and decreed by the Court that the bonds of matrimony heretofore existing between the Plaintiff and Defendant be, and the same are hereby dissolved, and that the said Virgie M. Langley is forever divorced from the said

Charles H. Langley

for and on account of incompatibility of temperament between the parties.

IT IS FURTHER ORDERED, ADJUDGED and DECREED, that the Agreement attached hereto is incorporated herein and made a part hereof.

It is further ordered, adjudged and decreed that neither party shall marry again except to each other until 60 days after the date of this divorce decree and if an appeal is taken (which must be instituted within 42 days from this decree 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.

It is further ordered that Virgie M. Langley and Charles H. Langley

be, and they are hereby permitted to again contract marriage upon the payment of the cost of this suit.

It is further ordered that Charles H. Langley the defendant pay the cost herein to be taxed, for which execution may issue.

This 20th day of September, 1976

James H. Barlett
Judge Circuit Court

FILED IN OFFICE, This the 20th day I, Kyle Sanford, Register of Shelby County, Alabama, do hereby certify that the foregoing is a correct copy of the original decree rendered by the Judge of the Circuit Court in the above stated cause, which said decree is on file and enrolled in my office, and the cost has been paid.

Register Circuit Court of
Shelby County, Alabama

Witness my hand and seal this the 19th day of

April, 1977

Kyle Sanford
Register of Circuit Court

STATE OF ALABAMA)

AGREEMENT

SHELBY COUNTY)

THIS AGREEMENT, made and entered into on this the 15th
day of September, 1976, by and between VIRGIE M. LANGLEY,
(hereinafter referred to as "Plaintiff") and CHARLES H. LANGLEY,
(hereinafter referred to as "Defendant"):

W I T N E S S E T H:



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WHEREAS, the plaintiff contemplates filing a suit in the
Circuit Court of the Eighteenth Judicial Circuit of Alabama, in
Equity, against the defendant, seeking an absolute divorce from the
defendant, and

WHEREAS, the plaintiff and defendant have agreed that in
the event the said Court shall see fit to grant the plaintiff this
divorce, that this agreement shall constitute full and complete
settlement between them and shall become a part of any such de-
cree entered into in said cause by said Court.

NOW THEREFORE, in consideration of the premises and the
sum of One and no/100 (\$.00) Dollar in hand paid to each other
by the respective plaintiff and defendant, the receipt of which
is hereby acknowledged, and the mutual covenants contained herein
the parties hereto covenant and agree as follows:

1. That the plaintiff shall have the care, custody and
control of the minor child of the parties, namely, Rebecca Sue
Langley and the defendant shall have the rights of reasonable
visitation to visit said child, at reasonable times and places,
so long as said visits do not interfere with the health, education
and welfare of said minor child.

2. The defendant is hereby ordered to pay to the plaintiff
the sum of \$150.00 per month for the support and maintenance of
said minor child; said payments are to be paid to the plaintiff

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as follows: \$75.00 on the 1st of the month and \$75.00 on the 15th of the month, beginning September 1, 1976. Said payments to continue until said child reaches 21 years of age, becomes married or self-supporting. In addition thereto, the defendant hereby agrees to pay all medical expenses incurred on behalf of the minor child in excess of \$100.00 per year.

3. The defendant agrees to maintain a \$10,000.00 life insurance policy and agrees to pay the premiums thereon designating the plaintiff as beneficiary thereof. This policy to be in full force and effect until the said minor child reaches 21 years of age, becomes married or self-supporting.

4. The real estate located at 1228 Navajo Trail, Shelby County, Alabama, which is presently owned by the parties to this agreement, jointly with right of survivorship is to be sold and the net proceeds or net equity is to be applied to the second mortgage on real estate located at 2121 Kelly Lane, Birmingham, Jefferson County, Alabama. The defendant, at that time, agrees to convey to the plaintiff all of his right, title and interest in and to the property located at 2121 Kelly Lane, Birmingham, Jefferson County, Alabama, and in the event the amount or the equity from the proceeds of the sale of property located at 1228 Navajo Trail, Shelby County, Alabama, is not sufficient to pay off the second mortgage on the property located at 2121 Kelly Lane, then and in that event, the defendant agrees to pay the balance of the said second mortgage and hold the plaintiff harmless from any deficiency arising at that time. The defendant agrees to convey by Statutory Warranty Deed to the plaintiff all his right, title and interest in and to the property located at 2121 Kelly Lane, Birmingham, Jefferson County, Alabama, to the plaintiff subject to a first mortgage which is to be assumed by the plaintiff. Any excess proceeds from sale of equity of Navajo after payment of second mortgage on Kelly Lane to be sole property of defendant.

The provision of paragraph 4 of this agreement to be binding on the

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5. The defendant agrees to pay to the plaintiff as alimony the sum of \$100.00 per month, payable \$50.00 on the 1st of the month and \$50.00 on the 15th of the month beginning on September 1, 1976. Said payments to be used to pay the first mortgage payment on property located at 2121 Kelly Lane, Birmingham, Alabama. These alimony payments to continue until the first mortgage is paid in full, the plaintiff remarries or that the property located at 2121 Kelly Lane is sold by the plaintiff.

6. The parties to this agreement agree to use their best efforts to sell the property located at 1228 Navajo Trail, Shelby County, Alabama in a reasonable length of time.

7. The household goods presently in the possession of the plaintiff shall become her sole property.

8. The household goods presently in the possession of the defendant shall become his sole property.

9. The defendant agrees to pay in full that certain judgment presently pending against the parties to this agreement wherein Sweet Sue Kitchens is plaintiff and the parties to this agreement are the defendants, and the defendant further agrees to hold the plaintiff harmless from any liability with reference to said judgment.

10. The defendant agrees to pay all current indebtednesses incurred by the parties during their marriage.

11. The defendant agrees to pay the plaintiff's Solicitor of Record the sum of \$400.00 as attorney's fee, same to be paid \$200.00 on or before October 1, 1976 and \$200.00 on or before November 1, 1976.

12. The defendant agrees to pay all court cost incurred in connection with this proceeding.

It is distinctly understood that this is in no way to be

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construed as an agreement for divorce but merely for the convenience of the parties hereto in settling the controversies in regard to child support, property settlement, attorney's fee and court costs.

It is further understood and agreed that if and when the Circuit Court of Shelby County, in Equity, shall render a decree dissolving the bonds of matrimony existing between the parties hereto, this agreement shall be incorporated and become a part of said Decree of Divorce.

IN WITNESS WHEREOF, we have hereby set our hands and seals this the 1st day of September, 1976.

WITNESS:

Charles H. Langley

Virgie M. Langley
Virgie M. Langley, Plaintiff

John H. Williams

Charles H. Langley
Charles H. Langley, Defendant

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

'77 APR 19 PM 2:14

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec. 7.50
Fees 1.00
8.50