

IN RE: THE MARRIAGE OF

No. 181-891

RHODA G. AMATO

PLAINTIFF.

and

SIMONE JOSEPH AMATO

DEFENDANT.

CIRCUIT COURT
TENTH JUDICIAL CIRCUIT OF ALABAMA
CIVIL ACTION
IN EQUITY19770623000063340 1/9 \$.00
Shelby Cnty Judge of Probate, AL
06/23/1977 12:00:00 AM FILED/CERT

FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for final judgment upon the pleadings and proof as noted. Upon consideration thereof, it is ordered and adjudged by the Court as follows:

FIRST: That the bonds of matrimony heretofore existing between the parties are dissolved, and the said
RHODA G. AMATO

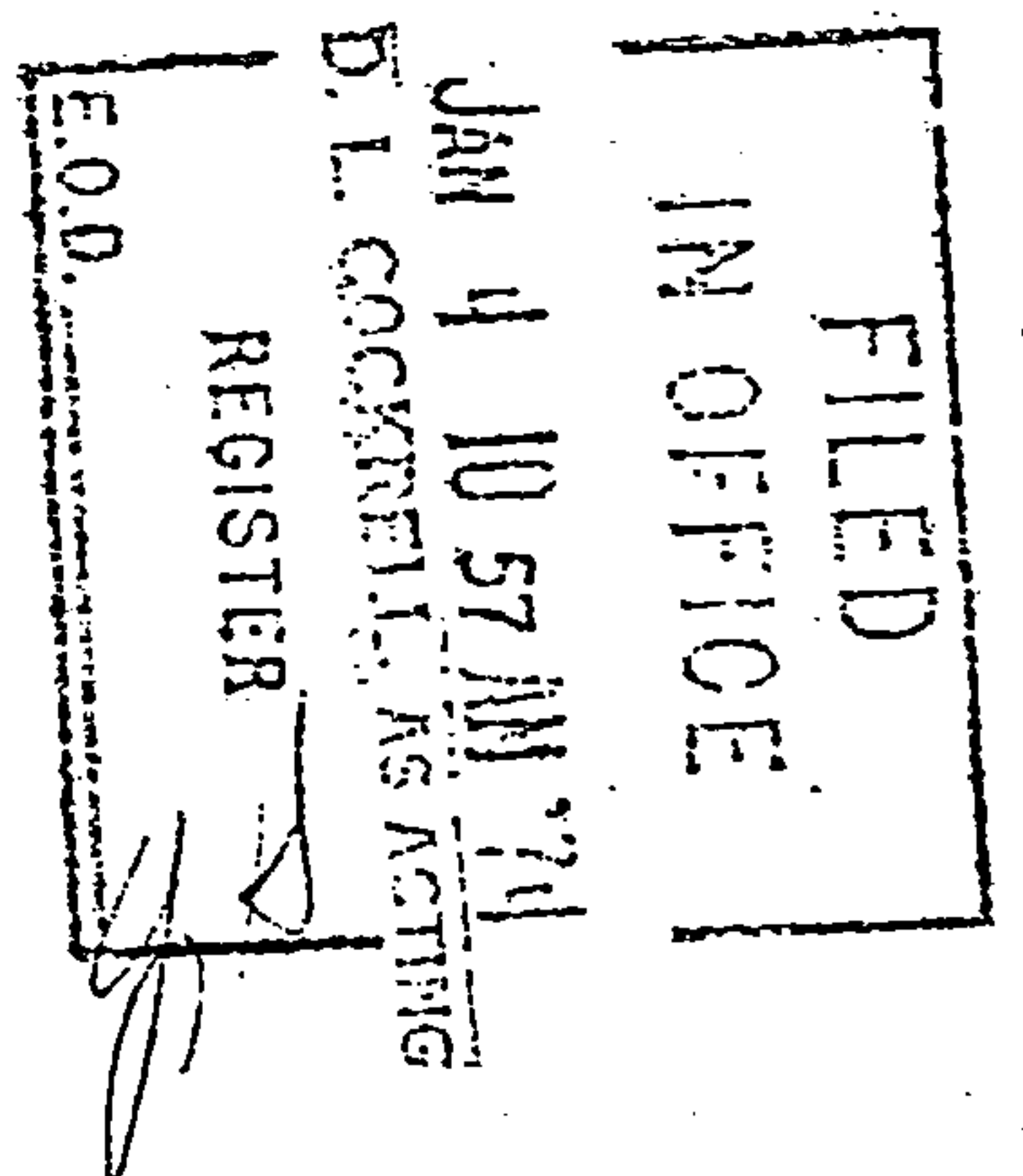
and said SIMONE JOSEPH AMATO
are divorced each from the other.

SECOND: That neither party shall again marry except to each other until sixty (60) days after the date of this judgment. If an appeal from this judgment is taken within sixty (60) days neither party shall marry again except to each other during the pendency of said appeal.

THIRD: That the costs of Court accrued herein are hereby taxed against the Defendant for the collection of which let execution issue and if returned "no property found" then let execution for costs issue against the Plaintiff.

FOURTH: It is further ORDERED, ADJUDGED AND DECREED by the Court that the agreement of the parties filed in this cause, attached hereto, is hereby ratified and approved and made a part of this decree the same as if fully set out herein.

* * * * * LAST ITEM * * * * *

588
PAGE 20
BOOK

DONE and Ordered this the 4th day of January, 1974.

Copies of this Judgment mailed pursuant to
Rule 77(b) of the Alabama Rules of Civil
Procedure this date.

Dated: January 4, 1974.

Circuit Judge,
Civil Division
In Equity

Attest

JAN 11 1974

-323

FILED
IN OFFICE

JAN 4 10 13 AM '74

IN RE:

THE MARRIAGE OF
RHODA G. AMATO AND
SIMONE JOSEPH AMATO

E. L. COCKRELL AS ATTORNEY
E. L. COCKRELL AS ATTORNEY
IN THE CIRCUIT COURT FOR THE
TENTH JUDICIAL CIRCUIT
OF ALABAMA

CIVIL ACTION NO. 181-891

EQUITY



19770623000063340 2/9 \$.00
Shelby Cnty Judge of Probate, AL
06/23/1977 12:00:00 AM FILED/CERT

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS, that whereas the under-
signed Rhoda G. Amato (hereinafter sometimes referred to as
plaintiff) and Simone Joseph Amato (hereinafter sometimes re-
ferred to as defendant) are husband and wife, having been
married heretofore on, to-wit, August 14, 1955, and that from
said marriage two children were born; namely, Mary Amato, eight
(8) years of age and Vito Vincent Amato, six (6) years of age; and

WHEREAS, the plaintiff has filed a Complaint for divorce
against the defendant in the Circuit Court of Jefferson County,
Alabama, in Equity; and

WHEREAS, the plaintiff and defendant are mutually desirous
of entering into an agreement for the settlement of their
respective claims and rights against each other, including the
care, custody and control of the minor children;

NOW, THEREFORE, in consideration of the premises, the
mutual obligations of the parties hereinafter stated, and other
good and valuable consideration, the receipt and sufficiency all
of which is hereby acknowledged by each party from the other,
it is understood and agreed between the plaintiff and defendant
as follows:

1. The plaintiff shall have the full care, custody and
control of the parties' minor children; namely, Mary Amato and
Vito Vincent Amato, with the defendant to have reasonable right
of visitation with each of said children and to have the right
to have the children visit with him in his home from time to
time, as may be convenient and agreeable to both said parties.

BOOK 20 PAGE 503

JAN 11 1974



19770623000063340 3/9 \$.00
Shelby Cnty Judge of Probate, AL
06/23/1977 12:00:00 AM FILED/CERT

181-891

2. The defendant shall deliver to the plaintiff for the support, maintenance and education of said parties the sum of \$250.00 per month for each child, the first payment to be due December 1, 1973 and a like sum on the first day of each month until each said child shall marry, become gainfully employed full time and self supporting, attain twenty-one (21) years of age or become enrolled in college. From and after the happening of any of said events, no further monthly support payments shall be due from defendant for said child.

3. Over and above and in addition to the child support payments provided in Paragraph 2 hereof, the defendant shall pay into a savings account in the name of each child the sum of \$50.00 per month per child beginning December 1, 1973, which said sum shall be and become the property of the said child subject to the terms hereof. When and if the said child enrolls in college and the defendant is required to pay "the expense of a college education" (as provided in the next succeeding paragraph) the defendant shall have the right to use and apply all or any part of sums then held in said savings account to pay the cost of "the expense of a college education" for said child. Any sums remaining in said account at the conclusion of the "college education" shall then become the property of said child. In the event said child shall not attend college or shall enter and then "drop out" and shall, after said child shall have attained twenty-one (21) years of age, notify the defendant in writing of his or her election not to attend and shall in writing notify the defendant that said child waives his or her right to a college education under the terms of this agreement and shall by said writing release defendant from his requirement to provide a "college education", then in that event said sums then held in the savings account for said child shall be the property of said child free and clear of any right, title, claim or interest of the defendant.



19770623000063340 4/9 \$.00
Shelby Cnty Judge of Probate, AL
06/23/1977 12:00:00 AM FILED/CERT

4. Defendant agrees that he will pay "the expense of a college education" for each of the minor children so long as said minor child is attending college full time, carrying a normal academic load and making a bona fide good faith effort in his or her studies. The expenses referred to herein shall be at the level then current at the University of Alabama in Tuscaloosa for a full time student and shall include room, board, clothing, tuition, books, fees and a reasonable allowance for miscellaneous expenses and entertainment. Defendant shall also pay to plaintiff such sums as shall be reasonable to cover room and board during such periods as said child shall not be enrolled in college, (for example, summer vacation and Christmas Holidays). In the event any said child is not making a bona fide good faith effort, then in that event, defendant shall have no further responsibility hereunder and shall have the right to discontinue payments unless and until said child demonstrates a willingness to comply with said good faith requirement.

It is further agreed that in the event either child should marry prior to the time he or she shall have completed his or her college education, then in that event, the defendant shall thereafter be required to pay only for tuition for the "college education" and shall not be required to pay "the expenses of a college education" as hereinabove set forth. It is also agreed that a "college education" shall include college, post graduate and/or other post graduate professional education. It is also agreed that "the expenses of a college education" are due whether or not said child shall at said time be under or over 21 years of age.

5. The defendant shall pay to the plaintiff the sum of \$700.00 per month alimony until her death or remarriage.



19770623000063340 5/9 \$.00
Shelby Cnty Judge of Probate, AL
06/23/1977 12:00:00 AM FILED/CERT

6. The defendant will, by statutory warranty deed, convey to the plaintiff the house and the land adjacent thereto located on the farm in Maylene, Alabama. It is agreed that the land to be so conveyed shall be bounded on the North by the property line of the farm, on the East by the fence nearest the house, on the South by the county road, and on the West by "Old Coalmont Dirt Road" as shown on the survey of said property dated April 16, 1965, made by Alton Young, a Registered Land Surveyor. It is agreed that said Alton Young or another surveyor shall prepare a legal description of said land and shall supply the same and that the defendant will execute said deed in the form to be prepared by Frank M. Bainbridge. Defendant recognizes that the property to be so conveyed is encumbered by a mortgage to Home Federal Savings and Loan Association and agrees to pay in full said mortgage when and as the monthly payments fall due. Defendant agrees to also pay in full the ad valorem taxes and home owners insurance on said home and land to be conveyed to plaintiff so long as plaintiff resides in the home and is not remarried. In the event plaintiff sells the house, moves out or remarries, defendant shall not thereafter be obligated to pay said taxes and insurance. Defendant agrees that at his expense, he shall within two years of the date of the decree of divorce, paint the home, (inside and out) repair the roof over the porch and resurface the driveway.

Plaintiff is to keep and own free and clear of any claim of the defendant, all the items of personal property now located in the home on the farm in Maylene, Alabama.

7. Plaintiff agrees to convey to defendant all her interest in and to the farm owned by the parties (save and except for the home and surrounding land described in the last preceding section) and all her interest in any other real property owned by the parties.

8. The plaintiff will keep and own the 1972 Chevrolet Station Wagon automobile and the defendant will keep and own the 1973 Corvette. Defendant agrees to pay in full all sums owed on the 1972 Chevrolet Station Wagon and to execute a bill of sale to plaintiff conveying title to said car to her.

9. Defendant agrees to keep each child covered by health and accident insurance with coverage substantially similar to the policy now carried. Defendant further agrees to pay all doctors' bills and other medical expenses not covered by insurance incurred for and on behalf of said children provided they are incurred with a physician approved by him which said approval shall not be unreasonably withheld. The defendant's obligation with regard to health and accident insurance and other medical expenses shall continue until each said child shall attain twenty-one (21) years of age or shall become self supporting.

Defendant further agrees to pay all doctors' bills incurred by plaintiff provided they are incurred with a physician approved in advance by defendant which approval shall not be unreasonably withheld.

10. The defendant now carries the following described life insurance policies insuring his life in the indicated amounts:

<u>NAME OF COMPANY</u>	<u>POLICY NO.</u>	<u>AMOUNT</u>
Mutual Benefit Life	4,085,321	\$25,000
Guardian Life	2157156	25,000
Guardian Life	2120020	25,000
Acacia Mutual Life	952310	10,000

The defendant agrees to name the plaintiff as the irrevocable beneficiary of said policies provided she survives the defendant and agrees to pay in full each and every premium when due and to continue to carry said policies and to make all payments due thereon when due so long as he shall live. In the event plaintiff shall predecease the defendant, then in that event



19770623000063340 7/9 \$.00
Shelby Cnty Judge of Probate, AL
06/23/1977 12:00:00 AM FILED/CERT

the children, (or a trust for the sole and exclusive benefit of said children) equally, per stirpes, shall be the successor irrevocable beneficiary of said life insurance policies.

11. Plaintiff agrees that defendant shall have the right (so long as he is current in support payments) to claim the minor children as dependents for federal and state income tax purposes. It is further agreed that this agreement shall not be submitted to any court for purpose of any divorce on or before January 2, 1974, and that the parties will file a joint income tax return for the year ending December 31, 1973. Plaintiff agrees to cooperate with the defendant and to sign such return. Defendant agrees to pay all tax due for the year ending December 31, 1973, and to hold plaintiff harmless for any claim for deficient tax, interest or penalty for the year ending December 31, 1973.

12. Save and except for taxes due for the year ending December 31, 1973, plaintiff and defendant each agree to pay and be responsible for any debt incurred by them prior to the issuance of a final decree of divorce in this cause.

13. It is understood and agreed that plaintiff will and by these presents does give defendant an option and a right of refusal on the house and lot to be deeded her in accord with the terms of Paragraph 6 hereof. In the event plaintiff elects to offer said house and lot for sale, she agrees to first offer it to defendant who shall have ten days within which to purchase the same. In the event defendant does not notify plaintiff in writing of his election to purchase said property within said 10 day period, plaintiff may then offer the house and land for sale. In the event plaintiff receives an offer to purchase which she elects to accept, plaintiff shall advise defendant who shall then have the right to purchase said house and lot on

BOOK 20 PAGE 594



19770623000063340 8/9 \$.00
Shelby Cnty Judge of Probate, AL
06/23/1977 12:00:00 AM FILED/CERT

the same terms and conditions provided defendant shall so notify plaintiff in writing of his election to purchase within 24 hours of receiving written notice from plaintiff of her intent to accept the offer to purchase.

14. It is understood and agreed between plaintiff and defendant that this agreement shall constitute a full and complete settlement of any and all claims of either party against the other and plaintiff understands and agrees that except as hereinabove set out, that she has no right, title, claim or interest in and to any property owned by the defendant jointly or separately. Plaintiff expressly agrees to execute any bill of sale or assignment necessary to allow the defendant to sell, dispose of or borrow against any asset (other than those to be expressly conveyed to plaintiff) when and as the same is presented to her. Plaintiff expressly represents that the defendant has disclosed to her the full nature and extent of his assets and liabilities and that, understanding the same, she has entered into this contract and agreement. Plaintiff and defendant expressly agree that this agreement may and should be incorporated into and made a part of any final decree of divorce which may be granted the parties on or after January 2, 1974.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the 29th day of November, 1973.

Sworn to and subscribed
before me this the 29th
day of November, 1973.

Rhoda G. Amato
RHODA G. AMATO, Plaintiff

Frank M. Dindlage
Notary Public

Simone Joseph Amato
SIMONE JOSEPH AMATO, Defendant

Sworn to and subscribed
before me this the 29th
day of November, 1973.

Frank M. Dindlage
Notary Public



19770623000063340 9/9 \$.00
Shelby Cnty Judge of Probate, AL
06/23/1977 12:00:00 AM FILED/CERT

BOOK 20 PAGE 596

The State of Alabama
JEFFERSON COUNTY

CIRCUIT COURT,
TENTH JUDICIAL CIRCUIT OF ALABAMA
IN EQUITY

I, the undersigned, as Register of the Circuit Court, Tenth Judicial Circuit of Alabama, do hereby certify that the foregoing contains a full, true and correct copy of the instrument herewith set out as appears of record in said Court.

Witness my hand and seal of said Court, this the 21st day of June, 1977.

D. L. Cockrell, Register.
By: Patricia Shaw

Deputy Register.

REGISTER-75

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT
1977 JUN 23 PM 2:22
Rec. 1350
1450
Thomas R. Shawlin, Jr.
JUDGE OF PROBATE