

The State of Alabama, Shelby County

CIRCUIT COURT

CIVIL ACTION NO. DR-7290

DIANA FOMBY WHITE

Plaintiff

vs.

EDWIN E. WHITE

Defendant

This cause coming on to be heard was submitted upon Bill of Complaint OF Plaintiff and on an entry of default judgment in favor of plaintiff 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

Diana Fomby White

Edwin E. White



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Shelby Cnty Judge of Probate, AL
07/27/1977 12:00:00 AM FILED/CERT

is forever divorced from the said

for and on account of incompatibility of temperament between the parties. Be it further Ordered, Adjudged and Decreed that the care, custody and control of Shery T. White a minor aged 8 months, is hereby awarded to the Plaintiff, Diana Fomby White, and that the Defendant, Edwin E. White, shall have the right to visit with the said child and have the child visit with him at reasonable times and places. Be it further ordered, adjudged and decreed that the Defendant shall pay to the plaintiff the sum of \$30.00 per week as child support, the first payment being due the first Monday in July and this sum shall be paid to the Clerk of the Circuit Court of Shelby County, Alabama on behalf of the Plaintiff. It is further ordered, adjudged and decreed that the Plaintiff is awarded judgment in the amount of \$250.00 against defendant as a reasonable attorney's fee for Plaintiff's attorney of record, W. Eason Mitchell, Calera, Alabama. It is further ordered, adjudged and decreed that the real property described in Exhibit A, be awarded to the Plaintiff and the minor child.

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 Diana Fomby White and Edwin E. White

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

It is further ordered that Edwin E. White the Defendant pay the cost herein to be taxed, for which execution may issue.

This 19th day of July

1977

James H. Sharbitt
Judge Circuit Court

I, Kyle Lansford, Register

of the Circuit Court for 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.

Witness my hand and seal this the 19th day of July, 19 77

Kyle Lansford
Register of Circuit Court

Return to Eason Mitchell
P.O. Box 500
Calera, AL 35040

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR--LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Five Hundred and no/100 (\$500.00) DOLLARS and execution of purchase money mortgage

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Bertha Kennedy and husband, Robert Kennedy

(herein referred to as grantors) do grant, bargain, sell and convey unto

Ewin Estes White and wife, Diane White

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama to-wit:

A part of Lot 54, Block #9, Ellis Addition to Montevallo, Alabama, more particularly described as follows: Commence at the Northwest Corner of said Lot 54 on Ellis Street, which said corner is also the Northeastern corner of Lot 62, and run thence Southeasterly along the Western boundary of said Lot 54 a distance of 81.1 feet to a point which is the Southwest corner of said Lot 54, thence turn to the left and run Northeasterly along the Southern boundary of Lot 54 a distance of 74.2 feet to a point, thence turn to the left and run Northwesterly to a point on the Northern boundary of said Lot 54, which said point is in the exact middle of said North line; thence turn to the left and run Westerly along the Northern line of said Lot 54 a distance of 76.65 feet to the point of beginning.



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STATE OF ALA. SHELBY CO.
JUDGE OF PROBATE
REC. BK. 3 PAGE AS SHOWN ABOVE
U.C.C. FILE NUMBER OR
1977 OCT 1 - 3 PM 10:50
INDEXED
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TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 12th day of March, 1974.

WITNESS:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS

1977 JUL 27 PM 3:06

JUDGE OF PROBATE

STATE OF ALABAMA

Shelby COUNTY

Rec. 3.00
Ind. 1.00
4.00

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bertha Kennedy and husband, Robert Kennedy whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of March, 1974.

Notary Public