

The State of Alabama, Shelby County

CIRCUIT COURT

CIVIL ACTION NO. DP-77-326



19771019000111940 1/3 \$.00
Shelby Cnty Judge of Probate, AL
10/19/1977 12:00:00 AM FILED/CERT

FRED L. WATSON, JR.

Plaintiff

vs.

PEGGY JEAN WATSON

Defendant

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

Answer and waiver of defendant 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 _____

Fred L. Watson, Jr.

is forever divorced from the said

Peggy Jean Watson

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

The Court is satisfied from all the testimony in the case that there exists such a complete incompatibility of temperament that the parties can no longer live together.

It is further considered, ordered, adjudged and decreed by the Court that the agreement of the parties, a copy of which is attached to the complaint in this cause and a copy of which is attached hereto as Exhibit "A", should be and the same is hereby ratified, approved and confirmed by the Court and shall be made a part and parcel hereof as fully as if set out herein and the same shall be fully binding on both plaintiff and defendant.

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 plaintiff and defendant

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

It is further ordered that Fred L. Watson, Jr. the plaintiff pay the cost herein to be taxed, for which execution may issue.

This 30 day of September, 19 77

s/William R. Hill
Ex-Officio 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 30th day of

September, 19 77

Kyle Lansford

Register of Circuit Court

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WITNESS THIS AGREEMENT entered into this 29th day of September, 1977, by and between Fred L. Watson, Jr., hereinafter referred to as "Husband" and Peggy Jean Watson, hereinafter referred to as "Wife":

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

WHEREAS, the parties hereto wish to provide by agreement for, among other things, the care, custody and control of the minor child born to the marriage of the parties hereto:

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 referred to 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 husband, Fred L. Watson, Jr., shall be awarded the permanent care, custody and control of the minor child born of the marriage of the parties namely, Fred L. Watson III, a minor thirteen years of age. Said wife shall have the right to have said child visit with her one weekend out of each month commencing at 5:00 o'clock p.m. on Friday afternoon and ending at 5:00 o'clock p.m. on the following Sunday. Said husband shall be responsible for the care, custody and maintenance and support of said child.

3. The 1966 Biltmore 12 ft. by 60 ft. mobile home and all furniture and furnishings and appliances located therein shall be sold by the parties and the money derived therefrom shall be divided equally between the parties after paying the costs of sale. The real estate owned by the parties shall be deeded to said wife.

4. The 1973 Gremlin automobile shall be and the same is hereby awarded to the said husband, Fred L. Watson, Jr., and he shall be responsible for making all payments due on the indebtedness there against.

5. Said husband shall be responsible for all debts and obligations of the parties incurred prior to September 28, 1977.

6. Each of said parties shall receive their clothes and personal effects.

7. Said husband shall pay the costs of these proceedings including legal fees and court costs in the amount of \$285.00.

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

Lear C Burt
Witness
Montevallo, Ala.

Fred L Watson Jr (SEAL)
Husband

John L. Lupton
Witness
#1 Siskha St
Montevallo Ala 35115

Peggy Ann Watson (SEAL)
Wife
Mark

Lear C Burt
Montevallo, Ala.



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STATE OF ALABAMA
COUNTY OF SHELBY

Sworn to and subscribed before me this 29th day of September, 1977.

Lear C Burt
Notary Public

My Commission Expires October 4, 1977

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

1977 OCT 19 AM 9:29

Thomas A. Lupton Jr.
JUDGE OF PROBATE

Rec. 4.50
Index 1.00
5.50

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BOOK

