

FINAL JUDGMENT OF DIVORCE

COPY

REGISTER-76

IN RE: THE MARRIAGE OF

No. 5678
DR77 502-402 JGBSUE BUFFKIN

PLAINTIFF.

and

CIRCUIT COURT
TENTH JUDICIAL CIRCUIT OF ALABAMA
CIVIL ACTION
IN EQUITYTHOMAS T. BUFFKIN, JR.

DEFENDANT.

19771221000137470 1/5 \$.00
Shelby Cnty Judge of Probate, AL
12/21/1977 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

SUE BUFFKIN

and said THOMAS T. BUFFKIN, JR.
are divorced each from the other.

SECOND: That neither party shall marry again except to each other until sixty (60) days after the date of this Judgment of Divorce, and if an appeal is taken (which must be instituted within forty-two (42) days from this Judgment, 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.

THIRD: That the costs of Court accrued herein are hereby taxed against the Defendant.

FOURTH: That the Plaintiff he and she hereby is allowed to resume the use of her maiden name, to-wit: SUE CRIDER.

FIFTH: 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 is fully set out herein, and the parties to this cause are ordered to comply therewith.

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

DONE and ORDERED this the 1st day of June, 19 77

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

Dated: June 1st, 19 77

Joe Muller
Circuit Judge,
Civil Division
In Equity

rk-2

IN THE CIRCUIT COURT FOR THE
TENTH JUDICIAL CIRCUIT OF ALABAMA

In re the marriage of:

SUE BUFFKIN,

Plaintiff,

v.

THOMAS T. BUFFKIN, JR.,

Defendant.

DR 77

502-402

JGB

CIVIL ACTION NO. _____

(IN EQUITY)



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Shelby Cnty Judge of Probate, AL
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AGREEMENT BETWEEN PARTIES

This Agreement made and entered into this the 1
day of June, 1977, by and between Sue Buffkin of
Birmingham, Alabama, hereinafter referred to as "wife", and
Thomas T. Buffkin, Jr., of Birmingham, Alabama, hereinafter referred
to as "husband",

WITNESSETH: WHEREAS, the parties hereto were married on,
to-wit, June 3, 1967, and

WHEREAS, in consequence of disputes and unhappy differences,
the parties have separated and are now living separate and apart
and have definitely concluded that under the conditions now existing
it is impossible for them to live together as husband and wife.

NOW THEREFORE, it is agreed that in consideration of the
mutual promises, agreements and covenants contained herein, the
parties agree as follows:

1. NO INTERFERENCE. Each party shall be free from interference,
authority and control, direct or indirect, by the other and each party
shall remain entirely and completely separate from the other. Neither

party shall in any way harass, threaten, intimidate or otherwise act in any way so as to embarrass or humiliate the other.

2. RESIDENCE. The parties jointly own a house and lot located at Route 2 Box 420 Cross Creek Trail, Pelham, Alabama. Title to said real property shall remain in both parties and husband shall put the house on the market for sale. When the house is sold the net proceeds will be divided between the parties.

3. AUTOMOBILES: The husband shall have all right and title to the 1977 Cougar and wife shall have all right and title to the 1974 Camaro and each party shall pay the outstanding indebtedness on the respective automobiles.

4. FURNITURE AND HOUSEHOLD GOODS. Husband shall have all household goods and fixtures in the residence with the exception of the following which shall belong to wife: Dinette Set, den furniture, bedroom furniture given to her by her grandmother, portable television, vacuum cleaner, all china and crystal, microwave oven, pictures and plaques given to her by her mother.

5. SAVINGS ACCOUNTS. The husband and wife shall each retain the funds in their respective savings accounts.

6. ATTORNEYS FEE AND COURT COSTS. The parties agree to split the court costs and attorneys fee.

7. MODIFICATION AND WAIVER. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing, executed with the same formality as this agreement and approved by a court of competent jurisdiction. The failure of either

*Stiles
Shaw &
Broad
1. Mr. Coffee
2. J. J. J.
3. C. L. M.
4. P. & P.*

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BOOK



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party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.



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Cathy Lee
Witness

Sue Buffkin
Sue Buffkin

Elizabeth P. Beck
Witness

Cathy Lee
Witness

Thomas T. Buffkin, Jr.
Thomas T. Buffkin, Jr.

Elizabeth P. Beck
Witness



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Shelby Cnty Judge of Probate, AL
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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 1st day of June, 19 77.

[Signature], Register.

By: [Signature] Deputy Register.

REGISTER-75

CLERK OF THE CIRCUIT COURT
TENTH JUDICIAL CIRCUIT
OF ALABAMA

DEC 21 PM 1:44

[Signature]
JUDGE OF PROBATE

Rec. 7.50
Ind. 1.00
8.50