

AFFIDAVIT

261

STATE OF ALABAMA

CHILTON COUNTY

Personally appeared before me, the undersigned authority, A. B. Foshee who being duly sworn deposes and says:

That a warranty deed was executed March 28, 1978 by Margaret Lynn Findley to Warren G. Findley conveying real estate in Shelby County and being recorded in Shelby County Probate Records Book 311 at Page 313, on the 3rd day of April, 1978, and also a deed in Chilton County dated March 28, 1978 recorded in the office of the Judge of Probate of Chilton County on the 28th day of March, 1978, recorded in Book 628, Page 424.

That Margaret Lynn Findley and Warren G. Findley were divorced by the Circuit Court of Chilton County by decree dated the 28 day of March, 1978 and a copy of the divorce decree together with the agreement of the parties, made a part of the decree, is attached hereto as Exhibit A and made a part hereof. That the above described deeds were executed for the purpose of complying with the marital agreement of the parties filed in the divorce case. That on the date the deed was executed by her, March 28, 1978, she was not divorced and she was not a single person, but she is now divorced.

A. B. Foshee

Sworn to and subscribed

before me this the 26

day of April, 1978.

Notary Public



19780504000053990 1/4 \$.00
Shelby Cnty Judge of Probate, AL
05/04/1978 12:00:00 AM FILED/CERT

This Instrument Prepared By:
A. B. Foshee, Attorney At Law
P. O. Box 230
Clanton, Ala. 35045

Shelby Co. Abstract



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Shelby Cnty Judge of Probate, AL
05/04/1978 12:00:00 AM FILED/CERT

DIVORCE DECREE

Case Number

DR-78-076
ID YR Number

IN THE CIRCUIT COURT OF CHILTON COUNTY

Plaintiff MARGARET LYNN FINDLEY vs Defendant WARREN G. FINDLEY

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This cause coming on to be heard was submitted for final decree upon the pleadings and proof as noted. Upon consideration thereof, it is therefore, ORDERED, ADJUDGED and DECREED by the Court as follows:

1. That the bonds of matrimony heretofore existing between the Petitioner and Respondent are dissolved, and the said Margaret Lynn Findley is forever divorced from the said Warren G. Findley.

BOOK 2. That neither party shall again marry 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.

3. That the costs of court accrued herein are hereby taxed against the respondent for the collection of which let execution issue.

4. That the Agreement of the Parties attached hereto be and the same hereby is made a part of this decree.
ORDERED AND DECREED this the 28th day of March, 19 78.

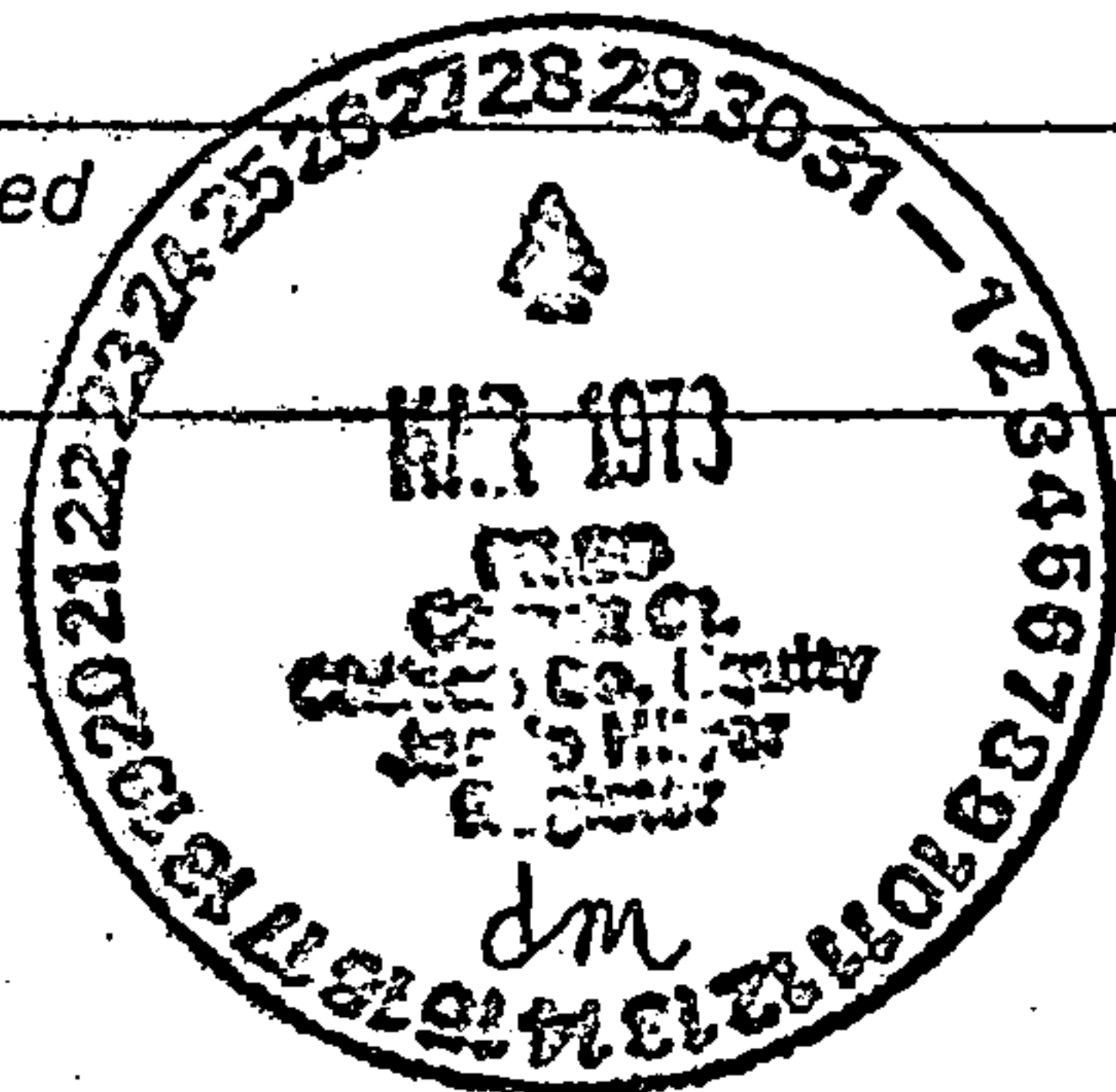
Walter C. Hoplen Jr.
Circuit Judge

I, _____, Register of the Circuit Court, Chilton County, Alabama, do hereby certify that the above is a true and correct copy of the decree rendered in the above cause, which said decree is on file and recorded in my office.

This the _____ day of _____, 19____.

Filed

Register



Record Book 20 Page 513-515

MARITAL AGREEMENT

STATE OF ALABAMA

CHILTON COUNTY



19780504000053990 3/4 \$.00
Shelby Cnty Judge of Probate, AL
05/04/1978 12:00:00 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: This agreement made and entered into this 28 day of March, 1978, by and between Margaret L. Findley, Petitioner and Party of the First Part, and Warren G. Findley, Respondent and Party of the Second Part, WITNESSETH:

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BOOK
That the parties to this agreement were last married December 20, 1974 and they are each over the age of 21 years and they resided together as husband and wife until March 23, 1978.

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BOOK
That the following terms and agreements with reference to a divorce and a division of their property and a complete settlement of all support, alimony, etc., all subject to the approval of the court, are made as follows:

1. That a divorce will be had.

2. That Party of the First Part will be vested with the title to the 1977 Mercury Marquis automobile, Shelby County tag number EZS-085; and the following items of personal property located in the home:

Dining room suite, living room suite, and all of her personal things and wearing apparel; antique dinette table, hutch and chairs

3. That Party of the Second Part will be vested with title to the following items of personal property located in the home:

One Zenith television set, washer, dryer, refrigerator, stove, master bedroom suite, extra bedroom suite.

4. That Party of the Second Part will pay to Party of the First Part a lump sum settlement of alimony as follows:

Five Thousand and 00/100 (\$5,000.00) Dollars on or before March 30, 1978; Three Thousand and 00/100 (\$3,000.00) Dollars on or before March 20, 1979; and Three Thousand and 00/100 (\$3,000.00) Dollars on



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Shelby Cnty Judge of Probate, AL
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or before March 30, 1980.

That should Party of the Second Part die, then the unpaid amounts above described are due and payable within ninety (90) days.

5. That Party of the Second Part is to be vested with the title to the home, being Lots 1 through 8, Block 257, according to Dunstan's Survey of the Town of Calera, Alabama; also Lot No. 6, North Lake Drive, Lake Shehi #1, Chilton County, Alabama; also Lot 7 according to Rice Addition on Lay Lake and Lot 11 on Main Street in Calera, Alabama.

Party of the Second Part will also be vested with the title to Lots 7, 8, 9, 10, 11 and 12 in Block 98 according to Dunstan's Survey of the Town of Calera, Alabama; and Party of the Second Part is assuming and agreeing to pay all mortgage indebtedness owed on all of the above described real estate.

Given under our hands and seals in triplicate, each having the force and effect of original, this 28 day of March, 1978.

Witness

Witness

Margaret L. Findley

Warren G. Findley



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

1978 MAY -4 PM 1:16

JUDGE OF PROBATE

Rec - 6.00
and 1.00
7.00