

No. 161-398



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Shelby Cnty Judge of Probate, AL  
08/14/1978 12:00:00 AM FILED/CERT

HUBERT A. PAGE

Complainant.  
Cross-Respondent.

vs.

DOROTHY S. PAGE

Respondent.  
Cross-Complainant.

CIRCUIT COURT, TENTH JUDICIAL CIRCUIT  
OF ALABAMA.  
EQUITY DIVISION

FINAL DECREE OF DIVORCE ON CROSS BILL

THIS CAUSE coming on to be heard was submitted for final decree upon the pleadings and proof as noted. Upon consideration thereof, the Court is of the opinion that the Complainant is not entitled to the relief prayed for in the bill of complaint. It is, therefore, ORDERED, ADJUDGED and DECREED by the Court as follows:

A: That the relief prayed for by the Complainant in the bill of complaint is hereby refused and denied.

Upon consideration of the Cross Bill and the testimony adduced in support thereof, the Court is of the opinion that the Respondent, Cross-Complainant, is entitled to the relief prayed for in the cross bill.

It is, therefore, further ORDERED, ADJUDGED and DECREED by the Court as follows:

FIRST: That the relief prayed for by the Respondent, Cross-Complainant, in the cross bill is hereby granted, and the bonds of matrimony heretofore existing between the Respondent, Cross-Complainant, and

the Complainant, Cross-Respondent are dissolved, and the said DOROTHY S. PAGE

is forever divorced from the said HUBERT A. PAGE.

SECOND: That neither the Respondent, Cross-Complainant, nor the Complainant, Cross-Respondent, shall again marry except to each other until sixty (60) days after the date of this decree. If an appeal from this decree is taken within sixty (60) days, neither the Respondent, Cross-Complainant, nor the Complainant, Cross-Respondent, 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 Complainant Cross Respondent, for the collection of which let execution issue, and if returned "no property found" then let execution for costs

issue against the Respondent Cross-Complainant.

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.

DONE and ORDERED this the 10th day of November, 19 70.

INGRAM BEASLEY

Circuit Judge, in Equity Sitting

Filed in office Nov. 10, 1970

NAJJAR, NAJJAR & SMITH

ATTORNEYS AT LAW

1000 BROWN-MAXY BUILDING

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The State of Alabama  
Jefferson County

Circuit Court, Tenth Judicial Circuit of Alabama  
EQUITY DIVISION

I, the undersigned, as Register of the Circuit Court, Tenth Judicial Circuit of Alabama, do hereby certify that the foregoing page contains a full, true and correct copy of the final decree of divorce on cross bill rendered by said Court, in this cause, as appears of record in said Court.

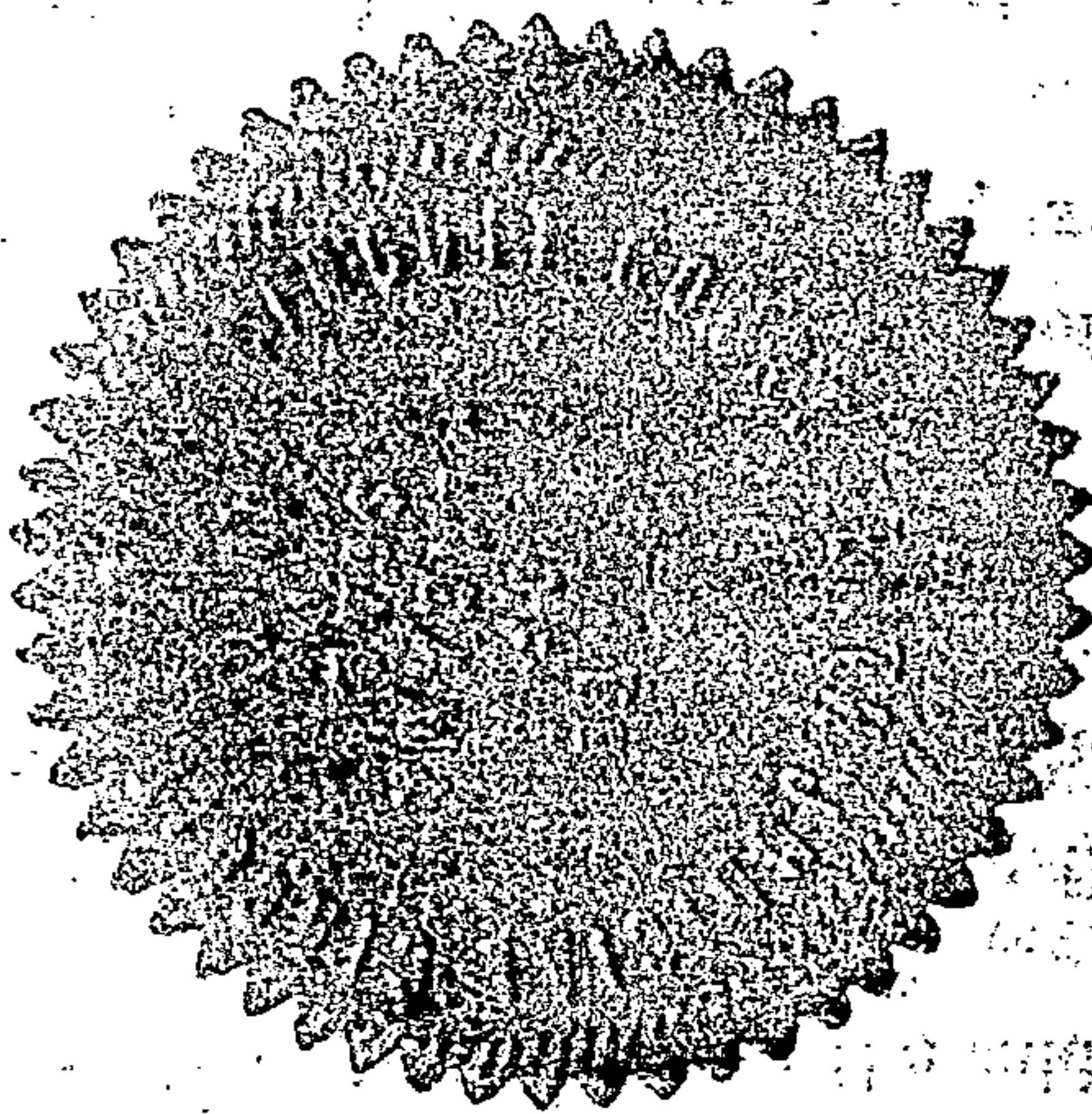
Witness my hand and seal of said Court, this the 10th day of November, 1970

*[Signature]*

Register.



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No. \_\_\_\_\_

The State of Alabama  
Jefferson County

Circuit Court, Tenth Judicial  
Circuit of Alabama  
EQUITY DIVISION

Complainant, Cross-Respondent  
VS.

Respondent, Cross-Complainant

FINAL DECREE OF DIVORCE  
ON CROSS BILL



HUBERT A. PAGE,

IN THE CIRCUIT COURT FOR THE

Complainant,  
Cross-Respondent,

TENTH JUDICIAL CIRCUIT

vs.

OF ALABAMA

DOROTHY S. PAGE,

IN EQUITY

Respondent,

CASE NO. 161-398

Cross-Complainant.

AGREEMENT OF PARTIES

WHEREAS the undersigned Hubert A. Page, Complainant, Cross-

Respondent and Dorothy S. Page, Respondent, Cross-Complainant

are now lawfully married to each other, and

WHEREAS it is contemplated that said marriage of the parties

hereto shall be dissolved by a decree of divorce to be entered

hereinafter on the Cross-Bill of Complaint herein, in the Circuit

Court of Jefferson County, Alabama, In Equity, and

WHEREAS it is the mutual wish and desire of the parties to

settle those matters and things arising out of said marriage in

an amicable manner and by agreement and they have, therefore,

entered into this agreement which said parties contemplate will

be incorporated into and made a part of said decree of divorce,

NOW THEREFORE, it is mutually agreed by and between the

parties hereto as follows:

1. That the cross-complainant is to have the exclusive care,

custody and control of the minor child of the parties, the same

being Dale Page. The Cross-Respondent shall have the right of

reasonable visitation with such child. Cross-Respondent shall

pay to Cross-Complainant Twenty-five (\$25.00) Dollars per week

as support and maintenance for said minor child of the parties,

which support payments shall continue during the minority of

said child unless he be in attendance at a college or university

at the time of his twenty-first (21st) birthday in which event,



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Shelby Cnty Judge of Probate, AL  
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so long as he remains in college, said support and maintenance shall continue until his Twenty-second (22nd) birthday.

2. That the Cross-Respondent shall pay to the Cross-Complainant Twenty-five (\$25.00) Dollars per week alimony so long as Cross-Respondent resides outside Jefferson County, Alabama. For any period of time during which Cross-Respondent shall reside within Jefferson County, Alabama, Cross-Respondent shall pay to Cross-Complainant Thirty-five (\$35.00) Dollars per week as alimony. All of the household furnishings and fixtures at the home heretofore occupied by the parties at 540 South 55th Street, Birmingham, Alabama, shall hereafter be the separate property of the Cross-Complainant and Cross-Respondent relinquishes and releases all of his right, title and interest therein.

3. Cross-Respondent agrees to pay the Lessman grocery bill incurred before his separation from Cross-Complainant, said bill being in the amount of \$327.51.

4. Cross-Respondent agrees that the home of the parties at 540 South 55th Street, Birmingham, Alabama, and the cemetery lots owned by the parties at Jefferson Memorial Cemetery shall be the separate property of the Cross-Complainant and Cross-Respondent relinquishes and releases all his right, title and interest therein and further agrees to execute and deliver to Cross-Complainant all instruments necessary to convey title to her.

5. Cross-Respondent agrees to retain Cross-Complainant as beneficiary on both the IBEW Local Union life insurance policy and the Local Union death benefit and to keep the same in full force and effect except that in the event of Cross-Complainant's remarriage, Cross-Respondent shall have the option to name as beneficiaries thereof the children of the parties.

6. Cross-Respondent agrees to pay Messrs. Jenkins, Cole,



Callaway & Vance the sum of Two Hundred Fifty (\$250.00) Dollars  
and costs of Court.

7. That the parties agree that this agreement shall be  
incorporated into and become a part of the decree of divorce  
hereinafter to be rendered herein.

IN WITNESS WHEREOF, we have hereunto set our hands and  
seals this 10<sup>th</sup> day of November, 1970.

WITNESSES:

Anthony J. Harris

Hubert A. Page (L.S.)  
Hubert A. Page

Robert S. Vance

Dorothy S. Page (L.S.)  
Dorothy S. Page



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

1978 AUG 14 AM 9:31

Thomas A. Snowdon, Jr.  
JUDGE OF PROBATE

Rec. 750  
Ind 100  
850

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