

DECREE OF DIVORCE

316

CIVIL ACTION NO. DR - 77 - 00393

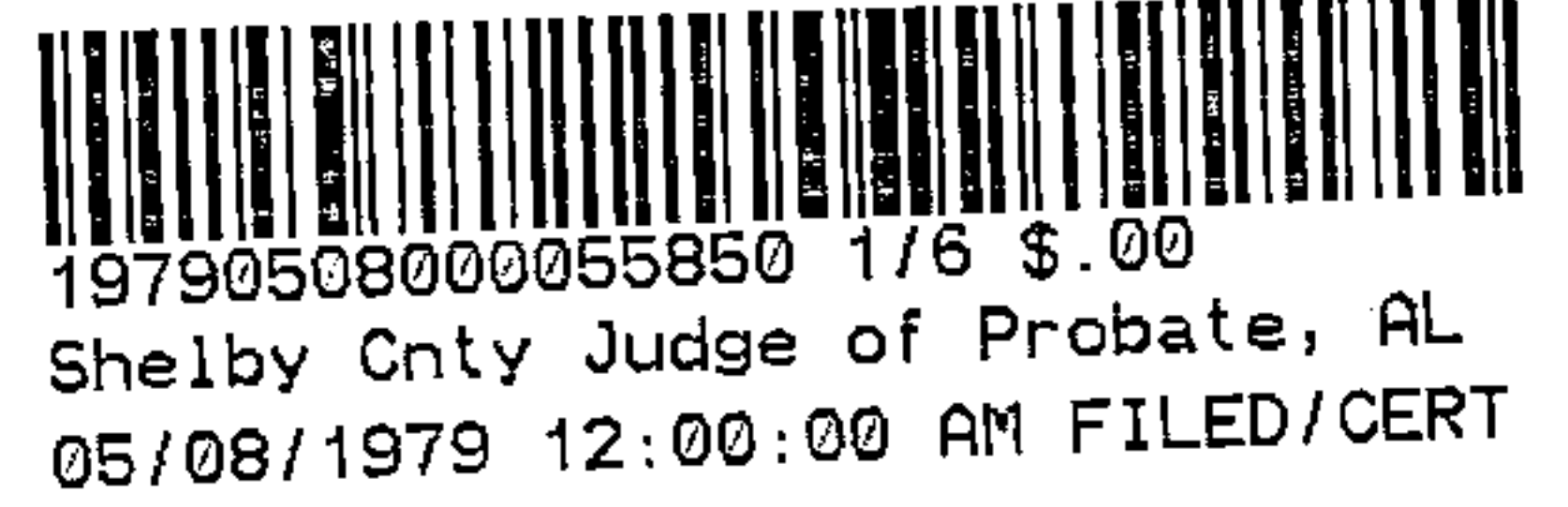
IN RE THE MARRIAGE OF

ETHEL L. MORRIS

AND

ELGIN H. MORRIS

FILED IN OFFICE
JUN 22 10 48 AM '77
E.O.D.
J.B. VINES
CIRCUIT CLK & REG
BESSEMER DIVISION
TENTH JUDICIAL CIRCUIT OF ALABAMA
JEFFERSON COUNTY
Bessemer Division



DECREE OF DIVORCE

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

FIRST: That the bonds of matrimony heretofore existing between ETHEL L. MORRIS

and ELGIN H. MORRIS are hereby dissolved, and the said parties are forever divorced from one another by decree a vinculo matrimonii.

SECOND: That neither party shall again marry except to each other until sixty days after the date of this decree. If an appeal from this decree is taken within forty-two days neither party 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 ELGIN H. MORRIS for the collection of which execution may issue and if returned "no property found" then execution for costs may issue against ETHEL L. MORRIS.

FOURTH: That except as hereinabove set out, the parties hereto may again contract marriage.

FIFTH: That the Agreement of the parties, a copy of which is attached hereto, is incorporated and made a part hereof the same as if set out in full herein.
(LAST ITEM)

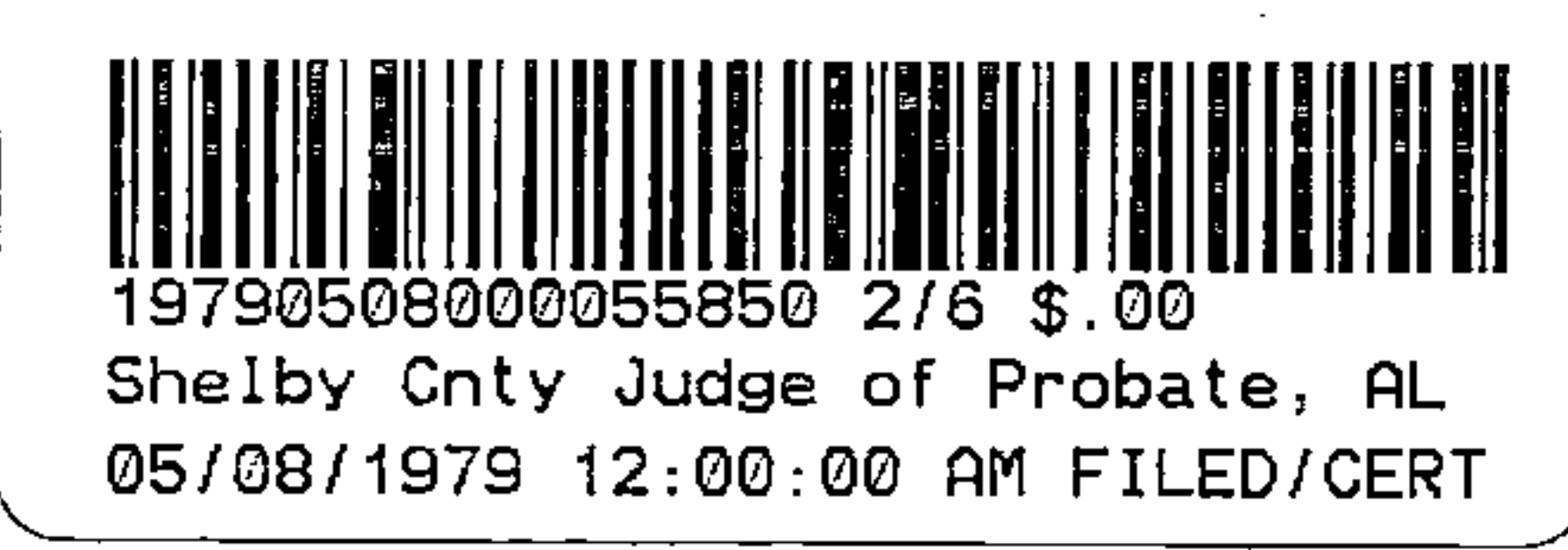
ORDERED and DECREED this the 22 day of JUNE, 19 77.

Circuit Judge.

Jack A

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FILED IN OFFICE
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ETHEL L. MORRIS,
Plaintiff,

J. B. VINES
CIRCUIT CLK. & REG.
BESSEMER DIVISION

vs.) IN THE CIRCUIT COURT, TENTH
ELGIN H. MORRIS,) JUDICIAL CIRCUIT OF ALABAMA,
Defendant.) BESSEMER DIVISION

Civil Action No. DR OK 17353

A G R E E M E N T

In the event a divorce is rendered in this cause, in order that costs may be minimized, and also subject to the approval of the Court, the parties hereto agree that:

1. This agreement may be made a part of any final decree of divorce rendered in this cause.

2. The parties agree that the real estate owned by the parties located in Shelby County, Alabama, shall be divided in such a manner that plaintiff shall receive that part of the hereinafter described property located on the north side of that public road known as Shelby County Road No. 36, and the defendant shall receive that part of the hereinafter referred to property located south of said road. Since legal title to said property is held in the name of the plaintiff only, the plaintiff shall deed to the defendant by statutory warranty deed all of said property located to the south of the described road, and shall retain title to all of the described property lying north of the said road, the legal description of the entire property being as follows:

The NW diagonal half of SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 7, Township 20, Range 1 West, and part of SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 12, Township 20, Range 2 West, more particularly described as follows:

Begin at NE corner of said forty and run 22 $\frac{1}{2}$ degrees West to South boundary; thence East to SE corner; thence North to point of beginning; all property herein described being situated in Shelby County, Alabama, and containing 30 acres, more or less, less and except public road right of way heretofore conveyed to Shelby County, and also less and except certain tracts of land which have heretofore been conveyed to the following named parties: Elmer B. Sullivan and wife, Edna Sullivan; Freddie Morris and wife, Becky Morris; James Donald Morris; and Dave Lowery.

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3. The parties agree that the plaintiff shall receive and be invested with defendant's interest in the following described mobile homes:

- One (1) 8x36-foot M-System trailer;
- One (1) 12x44-foot New Moon trailer; and
- One (1) 12x67-foot Nashau mobile home.

It is understood that the last named mobile home is being purchased by parties' son, Elmer Sullivan, and plaintiff shall have the right to collect the balance owed on said trailer.

The defendant shall receive and the plaintiff shall be divested of her title in the following described mobile homes:

- One (1) 8 x36-foot El Car mobile home, and
- One (1) 12x47-foot Winston mobile home.

The defendant agrees to pay the indebtedness owed to C.I.T. Finance Company secured by said Winston mobile home.

The parties agree that said El Car and Winston mobile homes shall remain on the portion of the property herein granted to the plaintiff. The plaintiff agrees that the defendant shall have reasonable access to and f said mobile homes for the purpose of maintenance, making repairs and rent collections.

4. The parties agree to divide the proceeds of those savings accounts owned by the parties at Shelby State Bank and 1st Bank of Alabaster.

5. The parties agree that the defendant shall receive the balance of the checking account held by the parties at 1st Bank of Alabaster after payment of current household and utility bills and the attorney's fee and court costs in this proceeding.

6. The plaintiff shall receive the following personal property located at the home of the parties, viz.:

- One (1) bedroom suite;
- One (1) set of twin beds;
- One (1) white chest of drawers;
- One (1) brown dresser;

- One (1) Kelvinater refrigerator;
- One (1) upright deep freezer;
- One (1) dishwasher
- Sewing machines;
- One (1) cotton mattress;
- One (1) box springs;
- One (1) coil springs;
- Two (2) small chifferobes;
- One (1) combination record player and radio;

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Shelby Cnty Judge of Probate, AL
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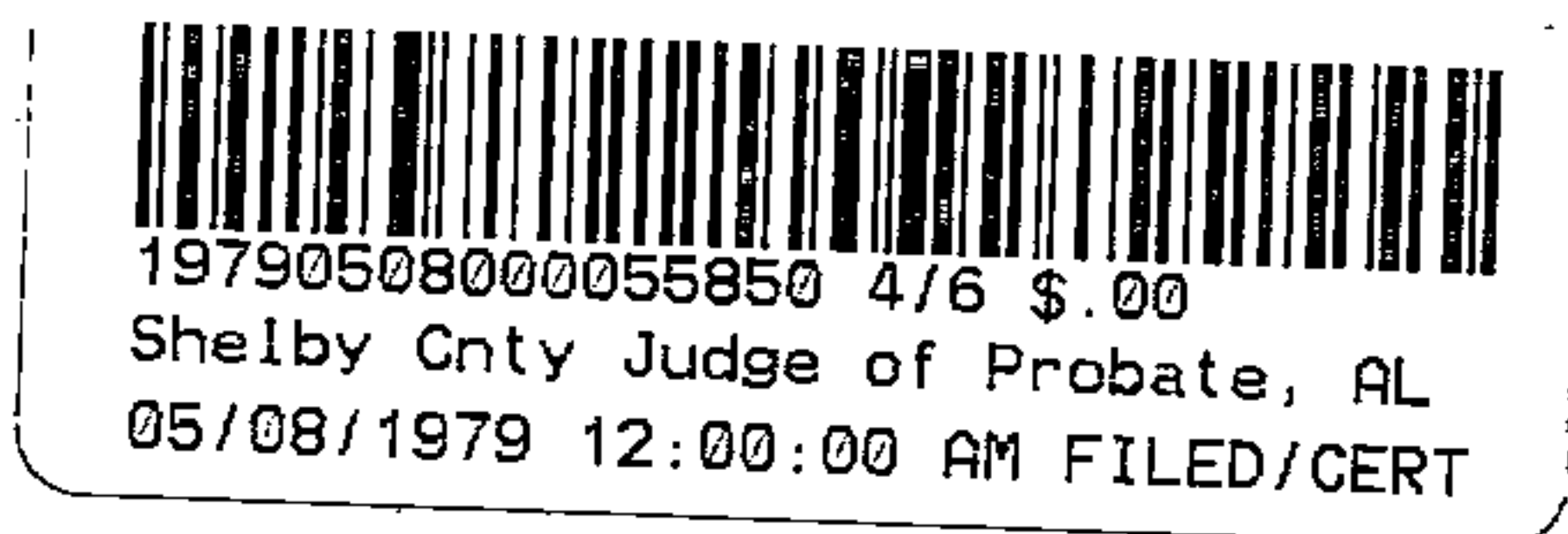
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One (1) console T.V set;
 One (1) couch;
 One (1) rug;
 Table and chairs in little house;
 Dishes, utensils and silverware;
 Jars of home-canned fruits and vegetables and empty jars;
 Cedar chest;
 Heaters in little house;
 One-half of all linens (bed linens, blankets, etc.) and fans;
 Personal clothing and other personal effects;
 Electric stove;
 Two (2) foam mattresses;
 Center tables and end tables;
 Electric lamps;
 Vacuum cleaner;
 Electric iron and ironing board;
 One (1) 22-caliber rifle;
 One (1) 12-guage Stevens shot gun.

The defendant shall receive the following personal property
 located at the home of the parties, viz.:

One (1) Farm All tractor, Model A;
 One (1) double disk harrow
 One (1) lawn mower
 One (1) wheelbarrow
 One (1) 5½ H.P. roto tiller
 One (1) Utility trailer
 One (1) Electric fence charger
 One (1) Dibble tree planter
 One (1) chair saw
 Three (3) electric drills
 Use of all tools and farm equipment located at the home of parties.
 One (1) chest type freezer
 Two (2) refrigerators (Frigidaire)
 One (1) 10-foot lime spreader.
 One (1) Electric saw
 Two (20) portable cabinet T.V. sets
 One (1) gas stove in little house
 One (1) wringer type washer.
 One (1) toaster
 One (1) electric oven
 Two (2) digital clock radios
 One (1) couch
 One (1) dinette set
 One (1) cabinet secretary
 Two (2) End tables
 Three (3) Floor lamps
 Four (4) table lamps
 Two (2) wardrobes
 One (1) china cabinet in little house
 One (1) sewing machine
 One (1) coffee table
 One (1) kitchen table
 Cooking utensels, as needed
 One (1) hedge clipper
 Four (4) electric extension cords
 One (1) green rug
 One (1) porch glider
 One (1) electirc generator, 8 h.p.
 Plow & hay rake
 One (1) Kenmore washer
 One (1) dryer

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The plaintiff shall receive the balance of the furnishings, furniture and personal property located at said home.

The defendant shall purchase for the plaintiff a new washer and dryer in exchange for the washer and dryer now located at the home of the parties which the defendant is to receive and which is described hereinabove in this paragraph.

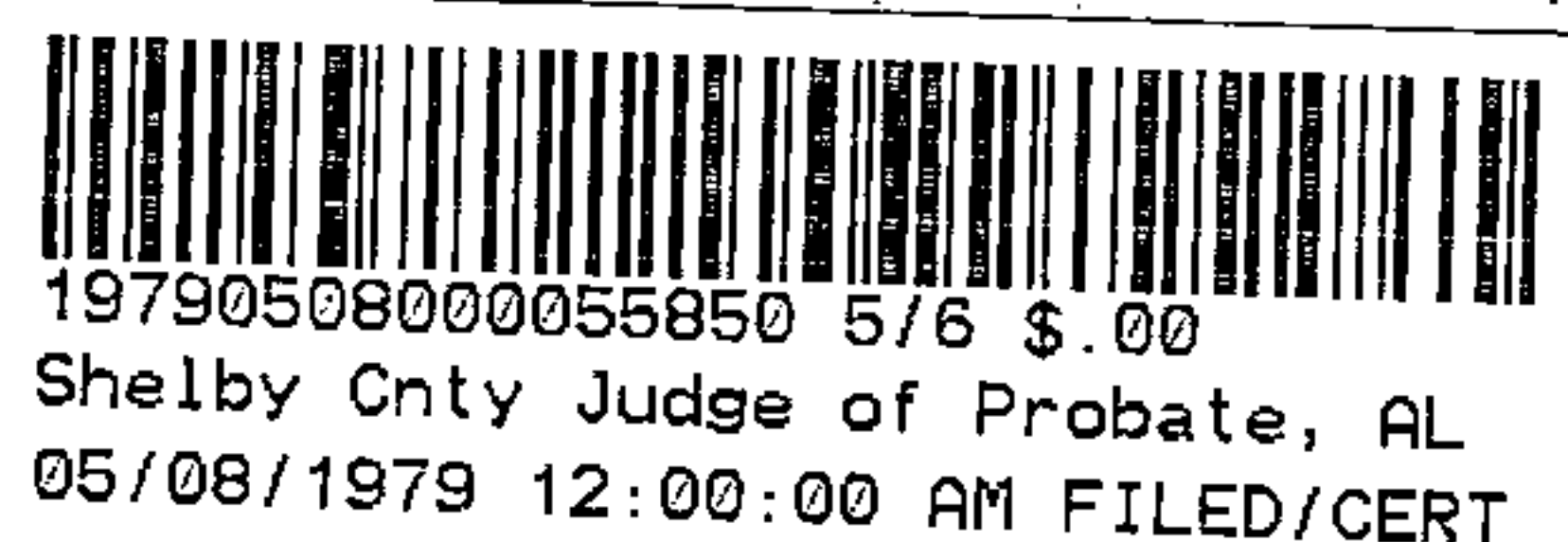
7. The plaintiff shall assign to the defendant any and all interest which she has in that certain stock owned by the parties in Shelby State Bank.

8. The plaintiff shall receive the following motor vehicles, viz.: one (1) 1972 Chrysler automobile and one (1) 1964 Chrysler automobile and the defendant shall convey his interest in said vehicles, by bill of sale, to the plaintiff.

9. The defendant shall receive the following motor vehicles, viz. one (1) 1959 Cadillac automobile and one (1) 1969 Ford pick-up truck with camper, title to said vehicles being in the name of the defendant.

10. The defendant shall have the right to live in the home of the parties located on that part of the real estate retained by the plaintiff during his life. Such right shall terminate in the event of his remarriage or in the event that he moves from said property. Defendant shall be considered to have moved from said property if he remains absent therefrom, except during hospital confinement or other involuntary confinement in any institution, for a period in excess of one month. Such right shall also terminate if defendant permits anyone to live in said house without the permission of the plaintiff. This right is not intended to prohibit plaintiff from using or conveying any part of the property retained by her with the exception of that property upon which the dwelling is located.

11. The defendant shall be responsible for payment of all the joint debts of the parties.



IN WITNESS WHEREOF, I have hereunto set my hand and seal
this the 17th day of April, 1977.

Ethel L. Morris
Plaintiff

Witness:

Bessie L. Bunker

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this the 13 day of June, 1977.

John H. Morris
Defendant.

Witness:

John H. Morris



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Shelby Cnty Judge of Probate, AL
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CLERK OF DISTRICT COURT
SHELBY CO.
FILED

9 MAY -3 AM 10:34

John H. Morris, Jr.
JUDGE OF PROBATE

Rec. 9.00
Jud. 1.00
10.00