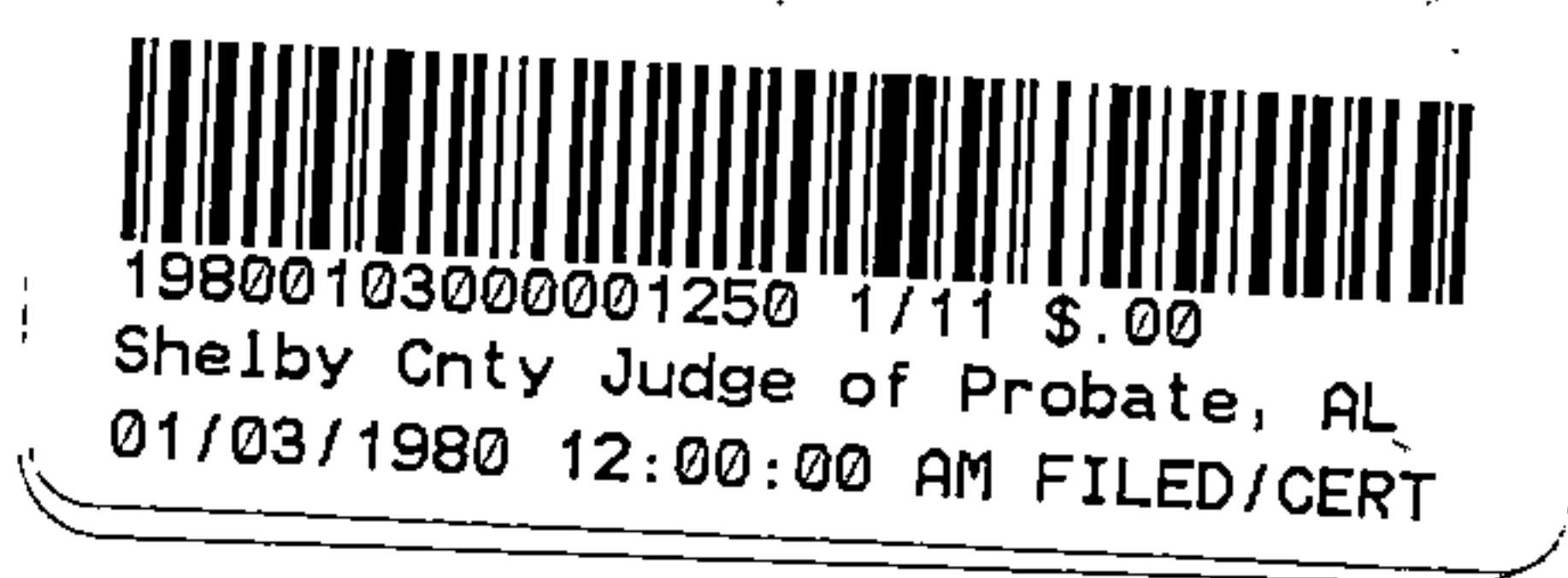


HYLOTT L. ARMSTRONG, JR.,
Plaintiff

VS.

RENATE ELIZABETH WIRTH ARMSTRONG,
Defendant

IN THE CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
CASE NO. DR 79-285



J U D G M E N T

This cause coming on to be heard was submitted upon Bill of Complaint, as amended, Answer and other pleadings filed in this cause, and upon oral testimony, given under oath, before the Court by the parties to this cause of action, and the Court finds that the parties are both over the age of 21 years and are and have been, for more than eighteen years, residents of Shelby County, Alabama;

The Court further finds that said parties were married on the 10th day of September, 1961, in Shelby County, Alabama, and separated on the 29th day of July, 1979, while living in Shelby County, Alabama, and that said parties visited together from, to-wit, the 15th day of August, 1979, to August 18, 1979, and have not visited together or lived together as husband and wife since August 18, 1979.

The Court further finds that there was one child born on the 29th day of March, 1963, and his name being Stewart Anthony Wirth Armstrong.

The Court further finds that the parties to this cause of action met in Munich, German, while Plaintiff was a member of the U.S. Armed Forces and Defendant was a German citizen; and, subsequently, Defendant came to the United States and married Plaintiff in Shelby County, Alabama, on September 10, 1961.

Plaintiff and Defendant thereafter rented a small inexpensive house in the unincorporated community of Shelby, Shelby County, Alabama, and lived there until 1973. Over a period of years, the parties saved \$25,000.00 to apply on a new home, which was built in Columbiana, Alabama, in 1973.

Harrison & Conwill

The Court further finds that at no time since the marriage has defendant contributed any monies or other things of value to the assets of the parties, except in and about her duties as a homemaker.

The Court further finds from the evidence that the defendant did not mix well with the people in the communities where they lived. Plaintiff and Defendant had different basic religions; and although, plaintiff testified defendant promised to attend his church, after marriage, but after two or three times, defendant refused to attend any more and did not attend a church of the denomination to which Plaintiff belonged until after the separation of the parties. And notwithstanding plaintiff's sensitive position in First National Bank of Columbiana, which required that he have good public relations in the community or town where he lived, the defendant did not help him promote good will and she testified she only had three couples and two parties in their new home from 1973 until the date of their separation.

The Court further finds from the evidence that defendant did not accept plaintiff's family members, such as his mother and father, and so exercised such control over their son, Stewart Anthony Wirth Armstrong, that he seldom ever visited plaintiff's father and mother. It further appears to the Court from the evidence that plaintiff's said child, Stewart Anthony Wirth Armstrong, has harassed his father over the telephone.

The Court further finds that shortly after the parties built the very attractive three-level home in Columbiana, Alabama, defendant was allowed to furnish their home with expensive furniture. About this same time, the defendant set out a pattern of buying clothes and other personal items for herself and the house and in some cases for her husband and son; most of which was done over the plaintiff's protest; and said pattern continued until the plaintiff testified he was financially embarrassed, which plaintiff testified adversely affected his health, both physically and mentally, and as a result thereof brought on a separation of the parties, and the filing of the divorce complaint in this case.

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Shelby Cnty Judge of Probate, AL
01/03/1980 12:00:00 AM FILED/CERT

And upon consideration of the findings of this Court, it is the opinion of the Court that the Plaintiff is entitled to a divorce on the grounds prayed for in said Bill of Complaint and the Court further finds that there existed for some rather long period of time, and exists now, a complete incompatibility of temperament and that the parties to this cause can no longer live together.

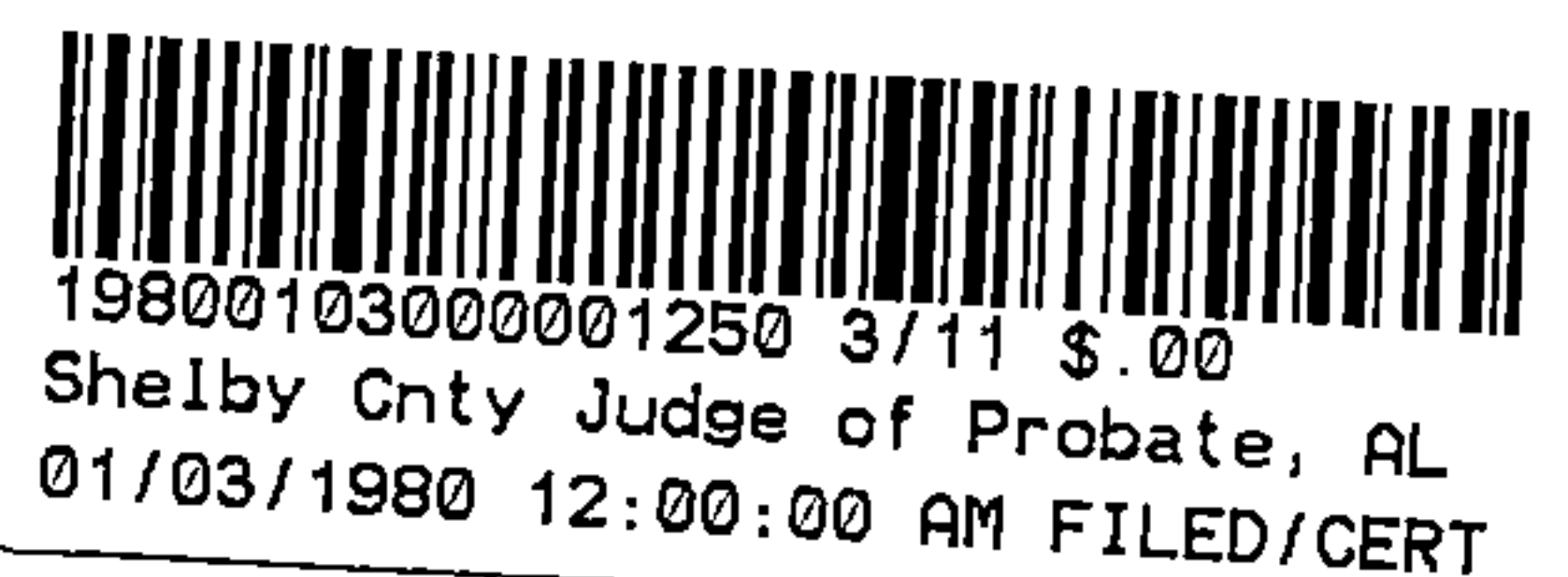
IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, By the Court, that the bonds of matrimony heretofore existing between the Plaintiff and Defendant be, and the same are, hereby dissolved and that the said Hylott L. Armstrong, Jr. is forever divorced from the said Renate Elizabeth Wirth Armstrong for and on account of incompatibility of temperament between the parties.

The Court visited the premises, where the parties lived, with Counsel of Defendant, by agreement with Plaintiff's Counsel. The Court observed exterior and interior of the premises, as located in three levels of the home and found the home attractively furnished with quality furniture, appliances and decor, all of which appeared to have a value greatly in excess of \$15,000.00, testified to by Plaintiff.

The Court further finds the net assets of the parties is approximately \$300,000.00.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, By the Court, that the assets be divided and distributed between as follows:

The house, including fixtures attached and integrated therein, such as heating and cooling systems, plumbing and hot water facilities, not limited to, but including, electrical and wiring fixtures, and chandeliers and draperies and cornices, etc. and lots and parcels of real estate, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Deed Record Book 260, at Page 617, and Deed Record Book 262, at Page 372, and in Deed Record Book 274, at Page 850, shall be sold within six months from the date of this decree, at public outcry, in front of the courthouse door, Columbiana, Alabama, for cash to the highest bidder, after advertising the sale for three successive weeks in a newspaper published in Shelby County, Alabama; the cost of which shall be deducted from the proceeds of said sale and the net proceeds, after the indebtedness



and other expenses are paid are to be distributed as follows:

one-half to the Plaintiff
one-half to the Defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the real estate recited in that one certain deed record, in the Office of the Probate Judge, Shelby County, Alabama, in Deed Record Book 292, at Page 6, to which the Defendant holds legal title, but to which she made no monetary contribution, shall be awarded to the Defendant.

The Court further awards the Defendant all furniture and appliances situated in the house and all cooking utensils, all linens, beddings, all rugs and floor coverings, not attached to the floor; except one handmade walnut gun cabinet, and appliances connected with heating and cooling the house, and hotwater appliances.

The Court further awards the Defendant one, 1977 model Chevrolet Corvette automobile.

The Court further awards awards each party their respective personal effects, not limited to but including their clothing, tools. And Plaintiff is further awarded the items which his mother gave the parties during their marriage.

Plaintiff is awarded the handmade walnut gun cabinet situated in said house.

The Court further awards one jeep auto vehicle to Defendant for use of their son, Stewart Anthony Wirth Armstrong.

The Court further orders Plaintiff to pay Defendant, as alimony, in gross, the sum of \$67,200.00, payable as follows:

Beginning January 15, 1980, and on the 15th day of each successive month thereafter, for thirty (30) months, the sum of \$750.00, through the Office of the Clerk of this Court, and, thereafter, beginning on July 15, 1982, and each successive month thereafter, for ninety (90) months, the sum of \$500.00 each month, through the Office of the Clerk of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Plaintiff purchase, within 20 days, after the date of this decree, a reducing term policy of life insurance on his life, under which the Defendant shall be the irrevocable beneficiary, and said policy shall be in a sufficient amount to cover the monies due to

Defendant as alimony in gross, as provided for in this judgment.

The Court further awards the Defendant the permanent care, custody and control of the minor child born of said marriage, being Stewart Anthony Wirth Armstrong, age 17 years on March 29, 1980, *subject to* the right of the Plaintiff to have said child visit with him at reasonable times and places.

The Court further orders the Plaintiff to pay the Defendant the sum of \$200.00 per month, through the Clerk of this Court, as support and maintenance for the parties' said minor child, Stewart Anthony Wirth Armstrong, as long as said minor child lives and resides with Defendant, until he reaches the age of 19 years or marries, whichever first occurs. Plaintiff shall be allowed to claim his said minor child as a tax exemption for the Federal and State Income Tax Returns.

The Court further orders the Plaintiff to transfer the savings account, which is presently in his name and Defendant's name, being Account Number 72-514051, with the First National Bank of Columbiana, into Defendant's name as Trustee of Stewart Anthony Wirth Armstrong. And it is further ordered that the Defendant not withdraw any funds from said savings account, as set out herein, which has been designated as being for the benefit of the said minor child's future education, which said sum in said account is approximately \$6,000.00 at this time. And Plaintiff is further ordered to deposit \$100.00 within thirty (30) days, from the date of this decree and each month thereafter, until said child reaches the age of 19 years. The Court further orders that the said sums of money, and interest thereon, be spent only for the said child's future education; however, if said minor child elects not to enter into higher education upon graduation from high school, within the regular terms thereof, then Plaintiff shall discontinue depositing said sum into said account and said funds shall be turned over to said Stewart Anthony Wirth Armstrong and be his property.

The Court further orders that the certain savings account in the name of Plaintiff and his mother, being Savings Account Number 72-500038, with the First National Bank of Columbiana, which the evidence indicated belong to Plaintiff's said mother, shall not be

changed by this decree and the Defendant shall have no right in the same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Plaintiff shall pay the sum of \$200.00 per month for payment of the household utilities, either to the utility companies or to the Defendant, for six months from the date of this decree, beginning with the first alimony payment.

The Court further awards the Plaintiff ten (10) shares of stock in Columbiana Service Insurance Agency.

The Court further awards the Plaintiff fifteen hundred (1500) shares of stock in First National Bank of Columbiana, Alabama, subject to the indebtedness thereon, which he is ordered to pay. The Court further awards the Plaintiff his coin or old money collection, valued at approximately \$5,000.00; and all guns, rifles and pistols, if any, to the Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, By the Court, that the Plaintiff shall have as his property any interest in any life insurance policies, which he now carries on his life, other than the reducing term policy referred to else where in this decree.

The Court further orders the parties hereto to file and sign join tax returns for the Year 1979, and any refund shall be payable to the Plaintiff, *who shall pay any balance due.* J.H.S.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, By the Court, that the Plaintiff and Defendant be and they are enjoined from directly or indirectly or causing other persons to harass or intimidate each of the parties to this cause, by deed, act, words of mouth, by telephone or otherwise. It is further ordered, that said minor child be enjoined from harassing the Plaintiff. It is further ordered that the Plaintiff and Defendant be enjoined from committing waste or damaging or destroying in anyway, directly or indirectly, any of their personal or real property, subject to the orders of this Court, under penalties of law.

The Court further orders Plaintiff to pay reasonable attorney's fee to Defendant's attorney in the sum of \$5,000.00, within six months from the date of this decree.



IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that neither party shall marry again, except to each other, until sixty (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 Hylott L. Armstrong, Jr. and Renate Elizabeth Wirth Armstrong, be and they are hereby permitted to again contract marriage upon the payment of the costs of this suit.

IT IS FURTHER ORDERED, that the Clerk of this Court record a certified copy of this Judgment in the Office of the Judge of Probate, Shelby County, Alabama, and be taxed as court cost in this case.

IT IS FURTHER ORDERED, that certified copies of all deeds of record, in the Office of the Judge of Probate, Shelby County, Alabama, relative to the real estate of the parties in this case, be and the same are attached to this Judgment to become a part of said Judgment as fully as if recited herein.

IT IS FURTHER ORDERED, that any court costs, not heretofore paid, shall be taxed to and paid by the Plaintiff.

This the 3rd day of January, 1980.

19800103000001250 7/11 \$.00
Shelby Cnty Judge of Probate, AL
01/03/1980 12:00:00 AM FILED/CERT

S/James H. Sharbitt
CIRCUIT JUDGE

FILED IN OFFICE, This the 3rd day
of January 1980

Kyle Sanford
Register of Circuit Court of
Shelby County, Alabama

Certified a true and complete copy

Kyle Sanford
Register of Circuit Court

4179

STATE OF ALABAMA }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Thousand, Two Hundred, Fifty and 00/100 Dollars

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged or we,
Michael A. Kamber, a single man

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Renate E. Armstrong

(herein referred to as grantee, whether one or more), the following described real estate, situated in
Shelby County, Alabama, to-wit:

Lot 13, Highland Subdivision, as shown in Map Book 5, page 56, Probate
Records, Shelby County, Alabama.

Subject to transmission line permits of record, restrictions shown on
said plat, and restrictions recorded in the Probate Office of Shelby
County, Alabama, in Deed Book 252, page 11.

BOOK 232 PAGE 6

BOOK 34 PAGE 249

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1975 APR 28 AM 10:40
Deed Book 350
U.C.C. FILE NUMBER ON
REC. BK. & PAGE AS SHOWN ABOVE
Conrad R. Johnson
JUDGE OF PROBATE

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Shelby Cnty Judge of Probate, AL
01/03/1980 12:00:00 AM FILED/CERT

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.
And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEE
their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrance
unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our)
heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever
against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hands(s) and seal(s), this 28th
day of April, 1975.

(Seal) Michael A. Kamber

(Seal)

(Seal)

STATE OF ALABAMA }
SHELBY COUNTY } General Acknowledgment
I, the undersigned, a Notary Public in and for said County, in said S
hereby certify that Michael A. Kamber
whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before
on this day, that, being informed of the contents of the conveyance he executed the same voluntarily
on the day the same bears date.
Given under my hand and official seal this 28th day of April, 1975.

Nancy K. [Signature]
Notary Public.

DEFENDANT'S
EXHIBIT
#1

(Name) WALLACE & ELLIS, Attorneys

(Address) Columbiana, Alabama

Form 1-1-5 Rev. 1-66
WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE AND NO/100 DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Hylott L. Armstrong, Jr. and wife, Renate Armstrong

(herein referred to as grantors) do grant, bargain, sell and convey unto

Hylott L. Armstrong, Jr. and wife, Renate Armstrong

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor

of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama to-wit:

For a point of beginning, commence at the southwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 21 South, Range 1 East, Shelby County, Alabama, and run northerly along the west line of said $\frac{1}{4}$ Section 244 feet to a point marked by an iron pipe, which point is the point of beginning of the lot herein described; thence turn an angle to the right of 88 deg. 45' 30" and run easterly and parallel with the south line of said $\frac{1}{4}$ Section 200 feet to a point marked by an iron pipe; thence turn an angle to the left of 88 deg. 45' 30" and run northerly and parallel with the west line of said $\frac{1}{4}$ Section 200 feet to a point marked by an iron pipe; thence turn an angle to the left of 91 deg. 14' 30" and run westerly and parallel with the south line of said $\frac{1}{4}$ Section 200 feet to a point on the west line of said $\frac{1}{4}$ Section marked by an iron pipe; thence turn an angle to the left of 88 deg. 45' 30" and run southerly along the said west line of said $\frac{1}{4}$ Section 200 feet to the said point of beginning, being a part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 21 South, Range 1 East, situated in Shelby County, Alabama. The property here conveyed, for the purpose of restriction, shall be considered a part of Lot 12 of Highland Subdivision, Map Book 5, page 26, Shelby County, Alabama, and the restrictions of said subdivision shall apply as a whole to this property and said Lot 12.

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Shelby Cnty Judge of Probate, AL
01/03/1980 12:00:00 AM FILED/CERT

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 14 day of May, 1970.

WITNESS:

(Seal)

(Seal)

(Seal)

Hylott L. Armstrong Jr. (Seal)
Renate Armstrong (Seal)

General Acknowledgment

STATE OF ALABAMA
SHELBY COUNTY

the undersigned

hereby certify that Hylott L. Armstrong, Jr. and wife, Renate Armstrong, whose name is signed to the foregoing conveyance, and who are known to me, acknowledged before me this day, that, being informed of the contents of the conveyance, they executed the same voluntarily the day the same bears date.

Given under my hand and official seal this 14 day of May, 1970.

Nancy K. Brasher
Notary Public

DEFENDANT'S
EXHIBIT

#2

STATE OF ALABAMA }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE HUNDRED DOLLARS AND NO/100 (\$100.00) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Hylott L. Armstrong, Jr. and wife Renate Armstrong

(herein referred to as grantors) do grant, bargain, sell and convey unto

Hylott L. Armstrong, Jr. and wife Renate Armstrong

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated

in SHELBY County, Alabama to-wit: NW 1/4 of

For a point of beginning, commence at the southwest corner of the SW 1/4 of Section 19, Township 21 South, Range 1 East, Shelby County, Alabama and run northerly along the west line of said 1/4 Section 244 feet to a point marked by an iron pipe, which point is the southwest corner of a lot of land heretofore conveyed by the Grantors to the Grantee by deed dated 13th day of March, 1970 and recorded in the Probate Office of Shelby County, Ala., in Deed Book 261, Page 586; thence turn an angle to the right of 88 deg. 45' 30" and run easterly and parallel with the south line of said 1/4 Section 200 feet to a point marked by an iron pipe, which point is the point of beginning of the lot herein conveyed; thence continue to run easterly and parallel with the south line of said 1/4 Section 150 feet to a point marked by an iron pipe; thence turn an angle to the left of 88 deg. 45' 30" and run northerly and parallel with the west line of said 1/4 Section 251.44 feet to a point marked by an iron pipe; thence turn an angle to the left of 91 deg. 14' 30" and run easterly and parallel with the south line of said 1/4 Section 350 feet to a point on the west line of said 1/4 Section marked by an iron pipe which point is the northwest corner of Lot 12, of Highland subdivision; thence turn an angle to the left of 88 deg. 45' 30" and run southerly along the west line of said 1/4 Section 51.44 feet to the northwest corner of said lot of land heretofore conveyed by the Grantors to the Grantee; thence turn an angle of 91 deg. 14' 30" to the left and run easterly and parallel with the south line of said 1/4 Section 200 feet to the point marked by an iron pipe; thence turn an angle to the right of 91 deg. 14' 30" and run southerly and parallel with the west line of said 1/4 Section 200 feet to said point of beginning, being a part of the NW 1/4 of Section 19, Township 21 South, Range 1 East, situated in Shelby County, Alabama. The property herein conveyed, for the purpose of restriction, shall be considered a part of Lot of Highland Subdivision, a map of which is recorded in the Probate Office of Shelby County, Ala. in Map Book 5, Page 26, and the restrictions of said subdivision shall apply as a whole to this property, said Lot 12, and said lot of land heretofore conveyed by the Grantors to the Grantees

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 27th day of June, 1972.

(Seal) (Seal) (Seal)

(Seal) (Seal) (Seal)

(Seal) (Seal) (Seal)

(Seal) (Seal) (Seal)

STATE OF ALABAMA }
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Hylott L. Armstrong, Jr. and wife Renate Armstrong whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of June, 1972.

Patricia L. Lowe
My Commission Expires January 28, 1974

Notary Public

DEFENDANT'S EXHIBIT #3

STATE OF ALABAMA }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Two Thousand, Five Hundred and 00/100 DOLLAR

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged,

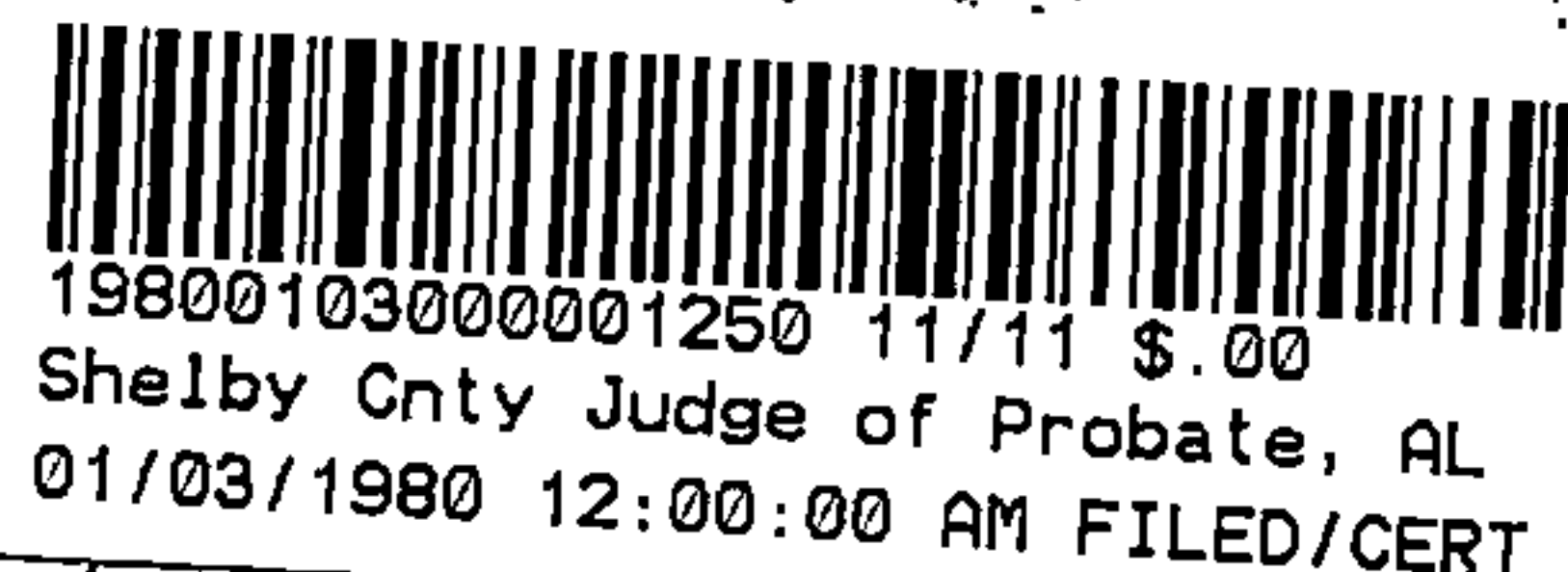
Jim Whittemore and wife, Yoby Whittemore
(herein referred to as grantors) do grant, bargain, sell and convey unto

Hylott L. Armstrong, Jr. and wife, Renate E. Armstrong
(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama to-wit:

Lot No. 12, Highlands Subdivision, as shown on map recorded in Map Book 5, page 26, in the Probate Records of Shelby County, Alabama.

Subject to transmission line permits of record, restrictions shown on said plat, and restrictions recorded in the Probate Office of Shelby County, Alabama, in Deed Book 252, page 11.

STATE OF ALABAMA
SHELBY COUNTY
JUDGE OF PROBATE
REC. BK. & PAGE AS SHOWN ABOVE
1980 DEC 22 PM 1:00
166-24-9-50



TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEE their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 18 day of December, 1980.

WITNESS:

STATE OF ALABAMA SHELBY CO.

(Seal)

I CERTIFY THIS

(Seal)

1980 JAN -3 AM 10:36

(Seal)

JUDGE OF PROBATE

STATE OF ALABAMA
SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Jim Whittemore and wife, Yoby Whittemore whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, 18, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of December, A. D., 1980.

Nancy K. Brasher
Notary Public.

DEFENDANT'S
EXHIBIT

4