

485-

FINAL JUDGMENT OF DIVORCE

COPY

REGISTER-76

IN RE: THE MARRIAGE OF

No. DR79 504-508 WCZ



19800114000006190 1/4 \$ .00  
Shelby Cnty Judge of Probate, AL  
01/14/1980 12:00:00 AM FILED/CERT

BIANCA HODGENS

PLAINTIFF.

and

CECIL LEON HODGENS

DEFENDANT.

CIRCUIT COURT  
TENTH JUDICIAL CIRCUIT OF ALABAMA  
CIVIL ACTION  
IN EQUITY

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

BIANCA HODGENS

and said CECIL LEON HODGENS  
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: 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, and the parties to this cause are ordered to comply therewith.

\*\*\*LAST ITEM\*\*\*

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BOOK

SEP 5 2 11 PM '79

DONE and ORDERED this the 30<sup>th</sup> day of Aug, 1979

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

Dated: 9-5-79  
[Signature]

Circuit Judge,  
Civil Division  
In Equity

[Signature]

man-2

John Schmarker

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

IN RE: THE MARRIAGE OF )  
( CIVIL ACTION  
BIANCA HODGENS AND ) DR 79  
( CASE NO. 504-508 WCZ  
CECIL LEON HODGENS )  
(

AGREEMENT



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Shelby Cnty Judge of Probate, AL  
01/14/1980 12:00:00 AM FILED/CERT

The parties, Plaintiff and Defendant, in the above styled cause, having reached an Agreement concerning certain of matters in controversy between them, it is mutually agreed by and between said Plaintiff and Defendant that in the event a Decree of Divorce is granted in this cause, this Agreement shall be binding upon the parties and shall be incorporated in and made a part of said Decree, as follows:

1. All of the clothing and personal property of the Plaintiff shall be awarded to the Plaintiff. All the clothing and personal property of the Defendant shall be awarded to the Defendant.
2. The 1972 Plymouth automobile is to be awarded to the Plaintiff, she to assume and pay any balance owed thereon, if any.
3. The 1978 Ford Van and the 1979 Ford pickup truck is to be awarded to the Defendant, he to assume and pay any balances owed thereon, if any.
4. The real estate located in Shelby County, Chelsea area, consisting of approximately 5 acres and a two-bedroom house located thereon, is awarded to the Defendant, he to assume and pay any balance owed thereon.
5. The Plaintiff is awarded all the contents of the upstairs bedroom that are not personal items of the Defendant, including but not limited to, the brass bed, the chest of drawers, the old chest, the lamp, and the mirror. The Plaintiff is awarded the dining room furniture, the living room furniture in the basement,



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Shelby Cnty Judge of Probate, AL  
01/14/1980 12:00:00 AM FILED/CERT

consisting of: sofa, chair, two end tables, coffee table, and the bedroom furniture in the basement, consisting of: bed, chest of drawers, night stand, dresser, two portable black and white TV's, and both stereos. The Defendant is awarded the balance of the furniture and all the appliances. Both parties agree to divide equally linens, kitchen utensils and other small items.

6. The Plaintiff is awarded the following named dogs: Bellow, Rebel, Dixie, and Buck. The Defendant is awarded the remainder of the dogs owned by the parties.

7. It is mutually agreed by both parties and the Defendant promises to pay the sum of \$15,000.00 to the Plaintiff as her 1/2 interest in the real estate of the parties located in Chelsea, Alabama, this is a full and complete property settlement. The sum is to bear no interest, and to be paid in weekly installments not to be less than \$50.00 per week until the full sum of \$15,000.00 is paid.

8. To each the husband and wife, separately and severally, agree that each shall be responsible for their individual personal debts after the execution of this Agreement and that each shall make no claim upon the other for payment of said debts. As to debts not specifically covered above, the husband agrees to be solely responsible for any indebtedness contracted by either of the parties since their marriage BUT prior to the execution of this Agreement, whether contracted jointly or severally.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as above expressed on this the 23<sup>rd</sup> day of August, 1979.

Jane D. [Signature]  
WITNESS

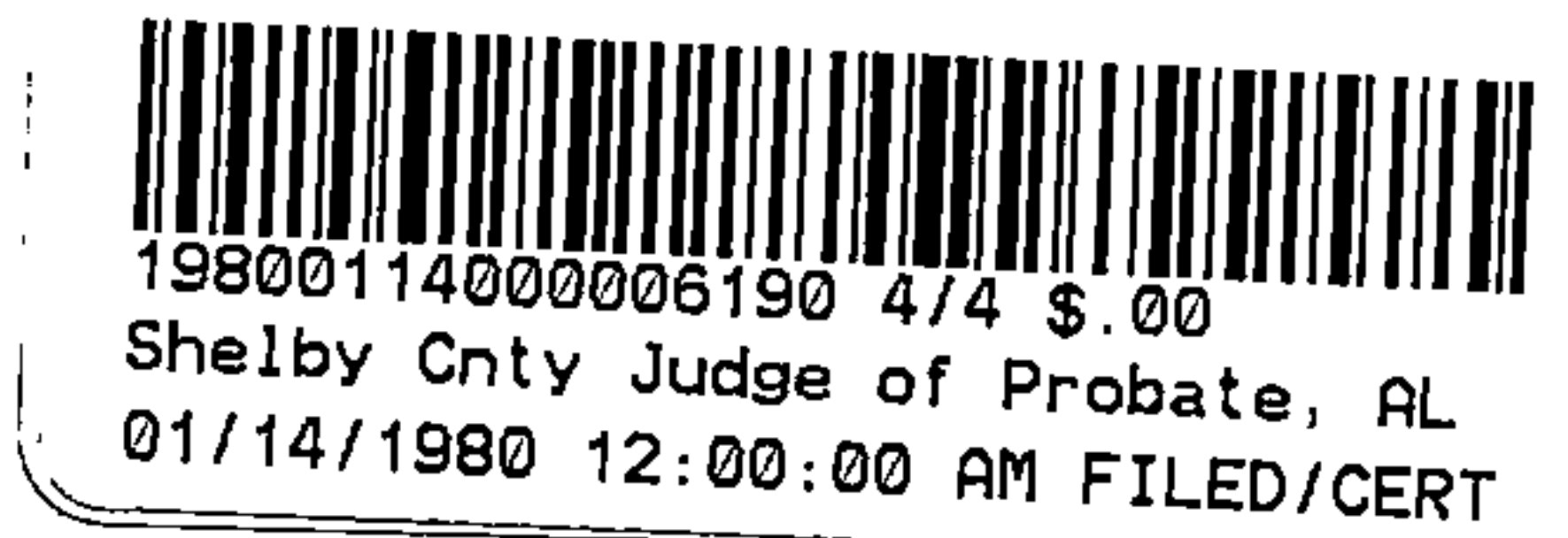
Joel C. Watson  
WITNESS

Bianca Hodgens  
Bianca Hodgens

Cecil Leon Hodgens  
Cecil Leon Hodgens

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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 5 day of Sept, 19 79.

D L Cockrell, Register.  
By: K S Bearden  
Deputy Register.

REGISTER-75

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1980 JAN 14 AM 11:55

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

Rec. 6.00  
Ad. 1.00  
7.00