

MARY M. ELLISON,

SEP 25 12 17 PM '79

CIRCUIT COURT

PLAINTIFF

TENTH JUDICIAL CIRCUIT OF ALABAMA

VS.

DONALD R. ELLISON,

DEFENDANT.

(In Equity)

FINAL JUDGMENT OF DIVORCE



19800128000011380 1/7 \$.00
Shelby Cnty Judge of Probate, AL
01/28/1980 12:00:00 AM FILED/CERT

THIS CAUSE came on for hearing on the 12th day of February 1979 and after the close of the evidence the case was continued from time to time for argument and final submission until same was submitted for final judgment on the 6th day of September 1979. Upon consideration thereof, it is

ORDERED and ADJUDGED by the Court as follows:

1. That the bonds of matrimony heretofore existing between the parties are dissolved, and the said MARY M. ELLISON and said DONALD R. ELLISON are divorced each from the other.

2. 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.

3. That the costs of Court accrued herein are hereby taxed against the Defendant.

4. That the care, custody, and control of the child of the parties, namely: Marlene L. Ellison, is not awarded to either of the parties, said person having become an adult during the pendency of this action.

5. That the care, custody and control of the minor child of the parties, namely: Marcella M. Ellison, shall be awarded to the Plaintiff, subject to the following visitation rights reserved in the Defendant.

LARGE & DONOVAN

1407-16 CITY FEDERAL BUILDING
BIRMINGHAM, ALABAMA 35203

BOOK 34 PAGE 584

The Defendant shall have the right to have his minor child with him as follows:

A. The first and third weekends of each month from 6:00 p.m. on Friday until 6:00 p.m. the following Sunday;

B. Each Christmas Day from 3:00 p.m. until 3:00 p.m. on the following New Year's Day;

C. One month during the summer, at a time to be selected by the Defendant, but upon written notice to the Plaintiff at least thirty (30) days in advance of such visitation;

D. Every other Thanksgiving Day from 10:00 a.m. until 6:00 p.m. of the same day, beginning in 1979;

E. Every other birthday of the child from 6:00 p.m. on said date until 8:00 a.m. the following day, beginning with the next birthday.

6. That the Defendant shall pay to the Plaintiff the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) per month for the support and maintenance of the minor child of the parties, namely: Marcella M. Ellison, the first payment to be due and payable on October 1, 1979, with subsequent payments being due on the first day of each month thereafter, until such time as the said minor child reaches majority, marries, or becomes self-supporting.

7. A. That the Defendant shall name the Plaintiff as irrevocable beneficiary of that certain life insurance on his life with ARMCO in the amount of Sixty Thousand and No/100 Dollars (\$60,000.00) until such time as the Plaintiff shall either die or remarry.

B. That the Defendant shall name the minor child of the parties, namely: Marcella M. Ellison, as irrevocable beneficiary of that certain life insurance on



his life with Equitable Life Insurance in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), and that certain life insurance on his life with State Farm Insurance Company in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) until the said minor child reaches majority, marries, or becomes self-supporting.

8. That the Defendant is ordered to pay to the Plaintiff the sum of Five Hundred and No/100 Dollars (\$500.00) per month as alimony for the support and maintenance of the said Plaintiff, with the first payment being due and payable on October 1, 1979, and subsequent payments being due on the first day of each month thereafter, until the said Plaintiff shall either die or remarry, or until the Defendant shall die, whichever occurs first.

9. That the cemetery lots owned by the parties are to be sold forthwith and the net proceeds from said sale shall be divided equally between the parties. Said cemetery lots are more particularly described as follows:

Cemetery Lot Deed No. J 280,
Lot No. 562 in Block No. 49,
The Elmwood Cemetery Company

10. That the Defendant shall provide hospitalization and major medical insurance coverage for the use and benefit of the minor child of the parties, namely: Marcella M. Ellison, and shall evidence same to the Plaintiff by providing a proper identification card, until such time as the said minor child reaches majority, marries, or becomes self-supporting.

11. That title to the ARMCO stock now vested in the Defendant shall remain vested in the Defendant.

12. That the assets in the joint savings account No. VH-2094 in the name of the Plaintiff in Jefferson Federal Savings & Loan Association in the approximate amount of Twelve Thousand Ninety-Four and No/100 Dollars (\$12,094.00) and in account No. 55-122-313 in Birmingham Trust National Bank in the approximate amount of Four Thousand Three Hundred Eighty-Three and 26/100 dollars (\$4,383.26) shall be divided

equally between the parties.

13. That title to the boat is hereby vested in the Defendant and the Plaintiff is divested of any right, title or interest therein, and further, the Defendant shall be responsible for paying the mortgage indebtedness due on said boat and shall hold the Plaintiff harmless therefrom.

14. That title to the note owed to the Plaintiff by her daughter in the amount of Five Thousand and No/100 Dollars (\$5,000.00) is vested in the Plaintiff and the Defendant is divested of any right, title or interest therein.

15. That the business known as Groundhog Corporation is ordered to be dissolved by stipulation of the parties.

A. That the Plaintiff and Defendant are hereby named as trustees of said dissolution. The Plaintiff's interest in said business is forty percent (40%) and the Defendant's interest is sixty percent (60%).

B. That the following is a determination of the assets of the business known as Groundhog Corporation:

1. 5.7 acres in Shelby County;
2. Van and equipment on above land;
3. Bank accounts;
4. Judgment due in approximate sum of Ten Thousand Eight Hundred Sixty-One and No/100 Dollars (\$10,861.00);
5. Cadillac;
6. 1974 Winnebago valued at Thirteen Thousand Fifty-Nine and 88/100 Dollars (\$13,059.88);
7. Accounts receivable;
8. Proceeds in the sum of Three Thousand Nine Hundred and No/100 Dollars (\$3,900.00) from Kansas City Life Ins. Co.
9. Peoples Home Life Ins. policy (Plaintiff shall be responsible for repaying the One Thousand Four Hundred and No/100



Dollars (\$1,400.00) loan on said policy).

16. That the residence of the parties located at 1769 Shades View Lane, Vestavia Hills, Jefferson County, Alabama, is hereby awarded to the Plaintiff. The Defendant is ordered to execute and deliver to the Plaintiff a deed transferring all of his right, title or interest in and to said property to the Plaintiff within thirty (30) days of the date of this decree. The Plaintiff shall pay the mortgage payments, taxes and insurance on said residence, and shall hold the Defendant harmless therefrom. The said residence is more particularly described as follows:

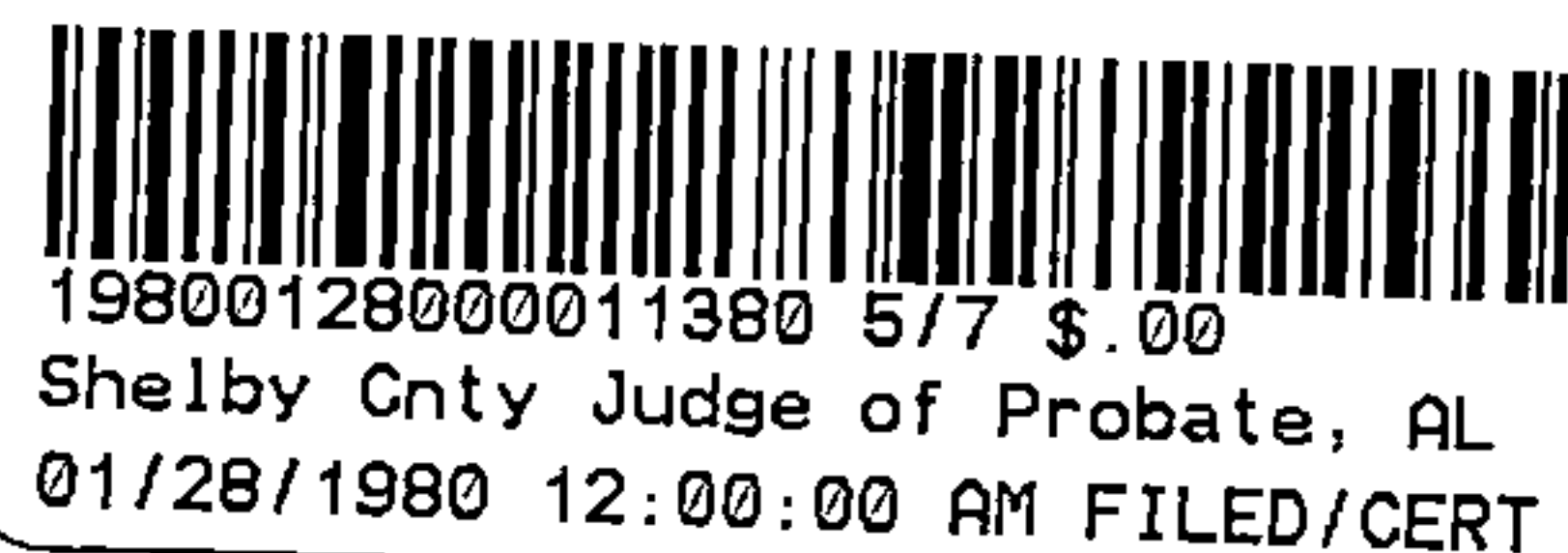
Lot 7, Block 4, Shades View Estates,
Jefferson County, Alabama.

17. That title to all furniture, furnishings, appliances, and equipment located in the residence of the parties is vested in the Plaintiff and the Defendant is divested of any right, title or interest therein.

18. That title to the 1975 Toyota Celica automobile is hereby vested in the Plaintiff and the Defendant is divested of any right, title or interest therein, and further, the Defendant will perfect such documents as necessary to transfer such title to the Plaintiff and the Plaintiff shall be responsible for the mortgage indebtedness due on said automobile, if any, and shall hold the Defendant harmless therefrom.

19. That title to the 1976 Fiat automobile is hereby vested in the Defendant and the Plaintiff is divested of any right, title or interest therein, and further, the Plaintiff will perfect such documents as necessary to transfer such title to the Defendant and the Defendant shall be responsible for the mortgage indebtedness due on said automobile, if any, and shall hold the Plaintiff harmless therefrom.

20. That title to the following Certificates of Deposit at Jefferson Federal Savings and Loan Association shall remain



in the name of the Plaintiff as trustee for the children:

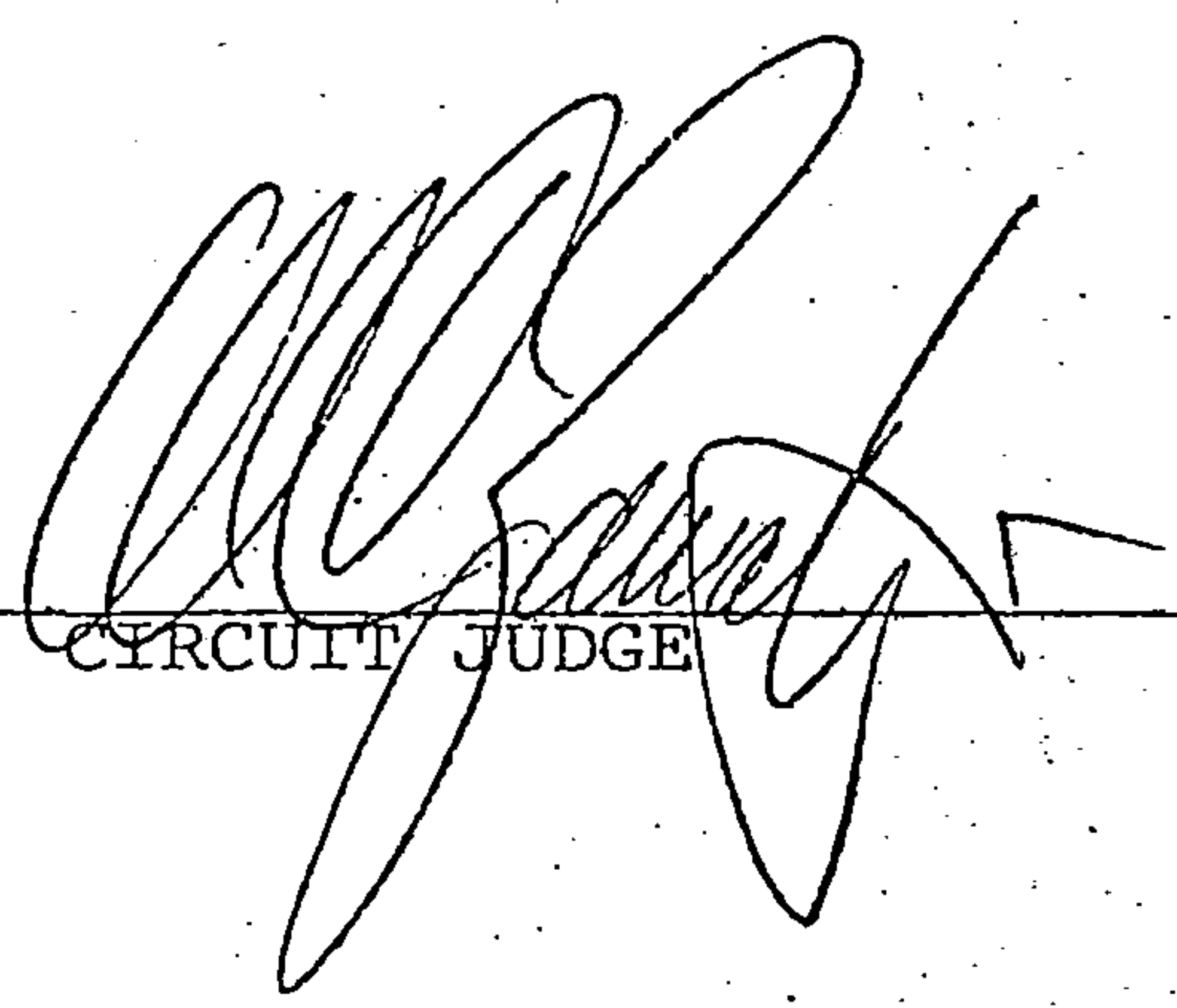
No. 09-00-900536

No. 09-08-900372

No. 09-08-900618

21. That the Defendant shall pay to the Plaintiff the sum of Three Thousand Seven Hundred Fifty and No/100 Dollars (\$3,750.00) with which to pay her Attorney of Record, the Honorable E. Ray Large, for his services in this action.

DONE and ORDERED this the 25th day of September 1979.


CIRCUIT JUDGE

cc: Hon. E. Ray Large
Hon. James M. Fullan, Jr.


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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 3 day of Oct, 19 79.

D. L. Cockrell, Register.
By: H. Wilson
Deputy Register.

REGISTER-75

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
COPY IS A TRUE COPY

1980 JAN 28 AM 9:47

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec. 10.50
Jud. 1.00
11.50