

VALENTINE WENDY BEAVERS,

Plaintiff,

vs.

WILLIAM RAY BEAVERS,

Defendant.

IN THE CIRCUIT COURT

OF

SHELBY COUNTY, ALABAMA

CIVIL ACTION NO. DR-79-163

ORDER ON MOTION TO AMEND, ALTER OR VACATE

This cause came on to be heard on Plaintiff's Motion to Amend, Alter or Vacate on November 13, 1979, the Court hearing arguments of counsel and considering the affidavit submitted in support of said motion, and the Court being of the opinion that the Divorce Decree heretofore rendered July 23, 1979, is due to be amended, accordingly, it is;

ORDERED, ADJUDGED and DECREED by the Court as follows:

1. The following paragraphs of the Court's Divorce Decree are hereby withdrawn and deleted therefrom:

"IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED, AND DECREED by the Court that the parties shall attempt to negotiate for the private sale of said real estate and that upon the sale thereof, the Plaintiff shall be reimbursed from the net proceeds of such sale said sum of \$1,400.00 and the remaining net proceeds of such sale shall then be equally divided between the Plaintiff and the Defendant, and further, that if said parties cannot successfully negotiate and close the sale of said real property within sixty days hereafter, either party may petition this Court in this cause for the sale of such real estate by direction and under the supervision of this Court, all other questions relating to the sale of said real estate being reserved.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff shall have a lien upon said real estate in said amount of \$1,400.00 until such time as said real estate is sold hereafter, as provided herein, or until such time as she otherwise voluntarily releases said lien, as provided by law.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court that the Defendant shall have the right to continue residing in said house and real estate until said real estate is sold, as provided herein, and that said Defendant shall be, and he is hereby, ordered and directed to continue making the monthly mortgage payments which may be now due and which may hereafter become due until said real estate is sold, as provided herein."

2. The following is substituted in lieu of the decretal portions hereinabove withdrawn:

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff be awarded the residential dwelling house of the parties together with the land upon which it is situated being legally described as follows:

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Shelby Cnty Judge of Probate, AL
03/17/1980 12:00:00 AM FILED/CERT

A tract of land situated in Section 28, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of the SE1/4 of the SE1/4 of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama; thence northerly along the West line of said SE1/4 1,708.64 feet to a point; thence 94 deg. 20 min. to the right 148.03 feet to the point of beginning of the property herein described; thence continue along last described course 280.0 feet to a point; thence 90 deg. to the left 50.0 feet; thence 85 deg. 47 min. to the right 188.92 feet to a point; thence 71 deg. 18 min. 30 sec. to the left 55.41 feet to a point on the south right of way line of U. S. Highway Number 280; thence Northwesterly along and contiguous with said South right of way line 826 feet to a point 147.61 feet East of the West line of said quarter-quarter line; thence Southerly and parallel with the West line of said quarter-quarter line 760.32 feet to the point of beginning, containing 5.12 acres, more or less, and being situated in the SE1/4 of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama.

The Defendant is ordered to execute a deed to the Plaintiff conveying all of his right, title and interest therein subject only to the terms and provisions of that certain mortgage held and owned by City Federal Savings and Loan Association, said mortgage being recorded in Book 369 Page 661 in the Probate Office of Shelby County, Alabama and Defendant shall pay or cause to be paid all of the regular monthly mortgage payments due on said mortgage and the indebtedness which it secures through the month in which the deed hereinabove required to be delivered is delivered by the Defendant to the Plaintiff and thereafter, the Plaintiff shall be responsible for the payment of the regular monthly installments becoming due thereunder.

DONE and ORDERED this 10 day of March, 1980.

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Shelby Cnty Judge of Probate, AL
03/17/1980 12:00:00 AM FILED/CERT

Harold D. Molder
Circuit Court Judge

FILED IN OFFICE, This the 10th day
of March 1980

Kyle Ringard
Register Circuit Court of
Shelby County, Alabama

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1980 MAR 17 AM 9:06

Thomas A. Johnson, Jr.
JUDGE OF PROBATE

Rec. 3.00
Ind. 1.00
4.00