

JUDY BENTLEY CARROLL,

Plaintiff,

vs.

STEWART BLAINE CARROLL,

Defendant.

IN THE CIRCUIT COURT

FOR

SHELBY COUNTY, ALABAMA

CASE NO. DR-79-351



Shelby Cnty Judge of Probate, AL  
05/29/1980 12:00:00 AM FILED/CERT

JUDGMENT

This cause coming on for trial on November 16, 1979 upon the Complaint and Answer and both parties being in open Court in their own and proper persons and by and through their Attorneys of Record and such counsel announcing ready for trial and advising the Court that an agreement has been reached between the parties for a property settlement and division, there being no children of this marriage. The Court proceeded to take the testimony of the Plaintiff in open Court, at the conclusion of which both parties rested and their counsel announced the agreement of the parties for a property settlement based on stipulated facts, all as recorded by the Official Court Reporter for this Court. Thereupon, the Court in open Court approved the property settlement agreement of the parties and took this cause under advisement for preparation of its Judgment, the Court being satisfied from all testimony that there exists such a complete incompatibility of temperament that the parties can no longer live together.

IT IS, THEREFORE, ORDERED by the Court as follows:

1. That the bonds of matrimony heretofore existing between the Plaintiff and the Defendant be and the same are hereby dissolved and that said Judy Bentley Carroll is forever divorced from said Stewart Blaine Carroll for and on account of incompatibility of temperament between the parties.

2. That the Plaintiff and the Defendant be and they are hereby permitted to again contract marriage. However, neither party shall marry again except to each other until 60 days after the date of this Judgment and if an appeal is taken (which must be instituted within 42 days from the date of 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 jointly owned residential real estate of the parties occupied by them as their home at the time of their separation is the only real estate acquired by either of the parties

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See release of Judy Bentley Carroll, DR. 51 JUDG. 2005-05-29



during their marriage and it is to be sold and disposed of under either subparagraph A, B or C of this paragraph of this Judgment. The parties acquired this real estate by that certain deed dated January 17, 1978 and recorded in Deed Book 310, at Page 8, in the Office of the Judge of Probate of Shelby County, Alabama and it is subject only to current taxes and to the lien of that certain mortgage from the parties to Farmers Home Administration dated March 21, 1978 and recorded in Mortgage Book 375, at Pages 965 - 968, in said Probate Records, securing a principal sum of \$27,000.00. Said real estate being situated in Shelby County, Alabama and described as follows, to-wit:

Commence at the Southwest corner of the N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 33, Township 20 South, Range 1 East, Shelby County, Alabama, being the point of beginning of the parcel of land herein described; thence proceed in a Northerly direction along the West line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section for a distance 295.00 feet to a point; thence turn an angle of 89 degrees 48 minutes to the right and run 204.08 feet to a point, being 20 feet from the centerline of an unpaved road leading to the home of the Grantor's in that certain deed dated January 17, 1978 and recorded in Deed Book 310, at Page 8, in the Office of the Judge of Probate of Shelby County, Alabama; thence turn 90 degrees 51 minutes 30 seconds to the right and run 53.86 feet to a point, also being 20 feet from the centerline of said unpaved road; thence turn 26 degrees 06 minutes to the right and run 271.15 feet to a point, also 20 feet from said centerline of said road; thence turn 63 degrees 27 minutes to the right and proceed along the South boundary of the N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 33, for a distance of 81.42 feet to the point of beginning.

Said parcel of land is lying in the N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 33, Township 20 South, Range 1 East and contains 1.04 acres.

A. The parties will offer the above described real estate for sale and will sell and convey the same by deed free and clear of all liens upon terms mutually agreeable to both. In negotiating for such sale, the parties will cooperate with each other and will care for the property until sold. If and when such sale is consummated, the sales price will be disbursed in the following manner: Payment and satisfaction of the above described mortgage to Farmers Home Administration; payment of the Court costs in this cause; payment of \$600.00 to Wade H. Morton, Jr., Attorney at Law, Attorney of Record for the Plaintiff in this cause; payment of \$400.00 to William E. Mitchell, Attorney at Law, Attorney of Record for the Defendant in this cause; payment of the cost in connection with such sale; and, the remainder to be divided equally between the parties, except that \$500.00 will be deducted from the

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Defendant's half and paid to the Plaintiff.

B. If within 6 months from the date of this Judgment the above described real estate is not disposed of in accordance with either subparagraph A or C of this paragraph of this Judgment, <sup>at any time after such 6-month period</sup> then/either party may petition the Court to have the Register of this Court proceed to sell such property at public auction in the usual and customary manner for a Court sale of real estate. The Purchaser at such sale will be furnished with an Owner's Policy of title insurance to be procured by the Plaintiff's attorney, the cost of which will be a part of the Court costs in this cause. Within 10 days after such sale, a report of such sale shall be submitted by said Register for confirmation by the Court. Following confirmation, the Register will deliver a deed to the purchaser and will distribute the sales proceeds in the following manner and in accordance with the subsequent order confirming such sale: Payment of the cost incurred in connection with such Court sale; payment and satisfaction of the above described mortgage to Farmers Home Administration; payment of the Court costs in this cause; payment of \$600.00 to Wade H. Morton, Jr., Attorney at Law, Attorney of Record for the Plaintiff in this cause; payment of \$400.00 to William E. Mitchell, Attorney at Law, Attorney of Record for the Defendant in this cause; and, the remainder to be divided equally between the parties, except that \$500.00 will be deducted from the Defendant's half and paid to the Plaintiff.

C. That at any time after this Judgment and prior to the parties executing a contract for the sale of the above described real estate in accordance with subparagraph A of this paragraph of this Judgment and prior to either party petitioning the Court for a Court sale of such property in accordance with subparagraph B of this paragraph 3 of this Judgment, either party may acquire the undivided one-half interest of the other in and to the above described real estate subject to their mortgage to Farmers Home Administration by payment to the other of one-half of the equity of the parties in and to such real estate; provided, however, that if <sup>option,</sup> the Defendant elects to exercise this/ then in addition to such equity payment to Plaintiff, he must also pay the Court costs accrued in this cause; \$600.00 to Wade H. Morton, Jr., Attorney at Law, as the Attorney of Record for the Plaintiff in this cause;



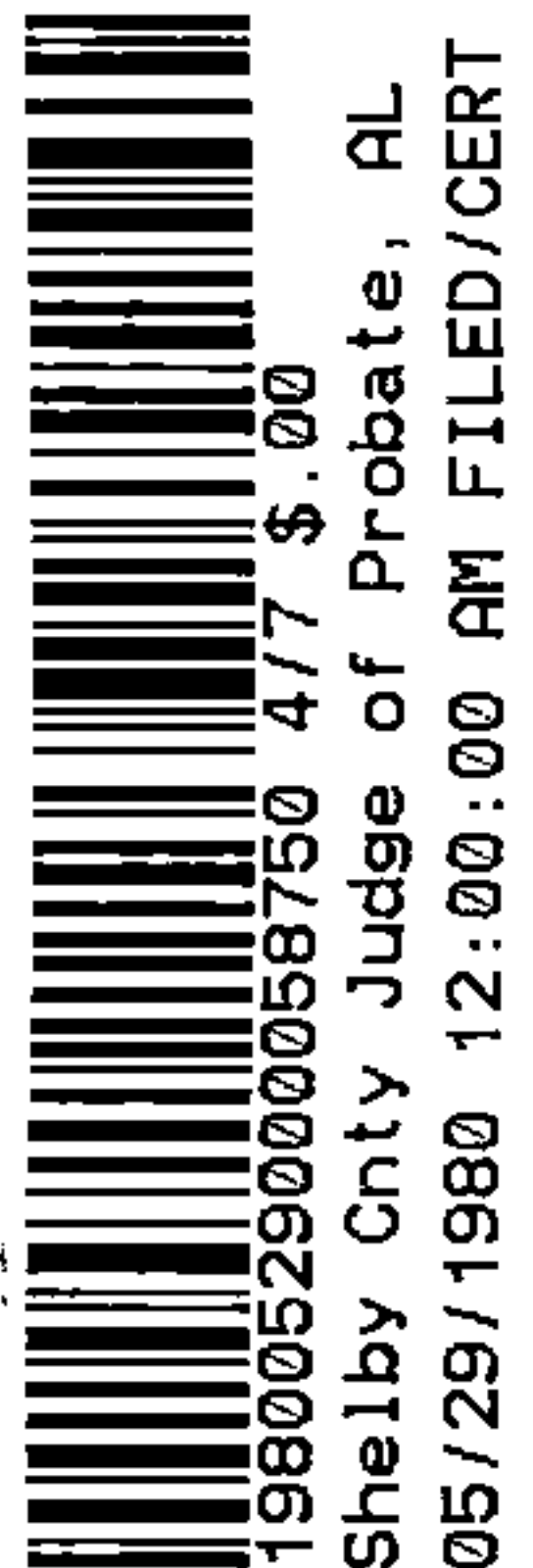
\$400.00 to William E. Mitchell, Attorney at Law, as the Attorney of Record for the Defendant in this cause; and, \$500.00 to the Plaintiff. For the purpose of this provision, the above described real estate is valued at \$40,000.00 and the equity of the parties in this property is the difference between such \$40,000.00 and the unpaid balance due on the mortgage of the parties to the Farmers Home Administration.

Plaintiff can so exercise this option by payment to the Register of this Court in cash or Cashier's Check of an amount equal to one-half of the equity of the parties; the Register shall then notify the Defendant and within 7 days thereafter the Defendant shall deliver to the Register, as agent for the Plaintiff, an executed statutory warranty deed conveying his interest in and to said property to the Plaintiff, subject to said mortgage and the Plaintiff's obligation to pay the same, at which time the Register shall deliver to the Defendant the Cost Bill for the cost incurred in this case, and he shall pay the same within 30 days, for which let execution issue.

Defendant can so exercise this option by payment to the Register of this Court in cash or Cashier's Check of an amount equal to the aggregate of one-half of the equity of the parties, the Court costs in this cause, \$600.00 for Wade H. Morton, Jr., Attorney at Law, Attorney of Record for the Plaintiff in this cause, and \$400.00 for William E. Mitchell, Attorney at Law, Attorney of Record for the Defendant in this cause, and \$500.00 for the Plaintiff; the Register shall then notify the Plaintiff and within 7 days thereafter the Plaintiff shall deliver to the Register, as agent for the Defendant, an executed statutory warranty deed conveying her interest in and to said property to the Defendant, subject to said mortgage and the Defendant's obligation to pay the same. The Register shall then disburse the above funds received from the Defendant.

In the event that either party so exercises this option, as provided above, and the other party does not so deliver such deed to the Register, then upon petition of the party entitled to such deed, the Court shall enter the necessary orders vesting title in the party entitled thereto and imposing upon the other party all costs and attorney's fees in connection with such supplemental proceedings.

4. That the Defendant shall pay the installment due on



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November 21, 1979 under the mortgage of the parties to the Farmers Home Administration.

That after the November, 1979 installment and until the above described real estate is disposed of in accordance with either subparagraph A, B or C of paragraph 3 of this Judgment, each party shall pay one-half of each monthly installment due under the mortgage of the parties to the Farmers Home Administration, beginning with the installment becoming due on December 21, 1979.

That each party shall pay one-half of the 1979 ad valorem taxes due on the above described real estate, such payment by each being made to the Tax Collector of Shelby County on or before December 31, 1979.

5. That the Plaintiff is awarded all of the items of household furniture, furnishings and appliances removed by her from the residence of the parties subsequent to their separation. The Plaintiff is also awarded the following items of household furniture, furnishings and appliances located in the former residence of the parties as of the date of this Judgment: One refrigerator; one clothes washer; one television; the master bedroom suite; and, four end tables from the living room suite. These items shall be removed by the Plaintiff from said house on or before December 10, 1979. After December 10, 1979, Plaintiff shall not use the above described real estate in any manner or have any of her personal property located thereon, other than for the purpose of cleaning and maintaining such property until it is disposed of in accordance with either subparagraph A, B or C of paragraph 3 of this Judgment.

That the Defendant is awarded all other items of personal property and of household furniture, furnishings and appliances located in the former residence of the parties either at the time of their separation or as of the date of this Judgment, other than those specifically awarded to the Plaintiff by the preceding paragraph of this Judgment. The Defendant shall vacate the former residence of the parties on or before December 1, 1979 and remove therefrom all items of personal property other than those specifically awarded to the Plaintiff by the preceding paragraph of this Judgment. After December 1, 1979, the Defendant shall not use the above described real estate in any manner or have any of his personal property



located thereon, other than for the purpose of cleaning and maintaining such property until it is disposed of in accordance with either subparagraph A, B or C of paragraph 3 of this Judgment.

That the Defendant shall be solely responsible for paying all utility bills and like expenses incurred in connection with the former residence of the parties until such time as it is disposed of in accordance with either subparagraph A, B or C of paragraph 3 of this Judgment.

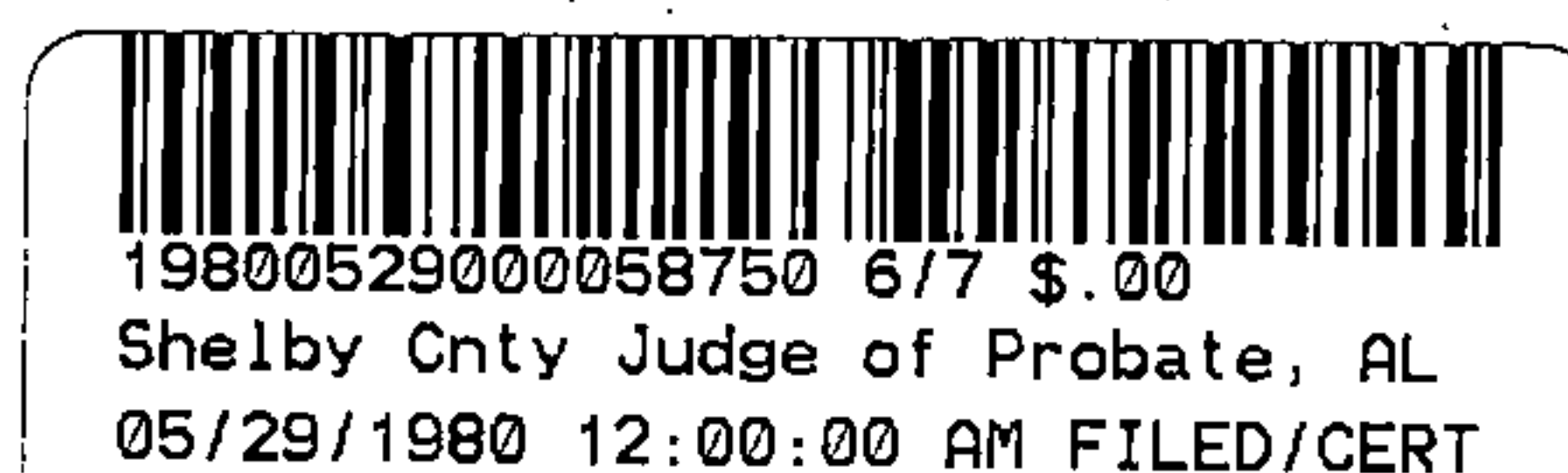
6. That the Plaintiff is hereby awarded the 1978 Chevrolet Monte Carlo automobile, Vehicle Identification Number 1Z37U8D463297, jointly financed by the parties with General Motors Acceptance Corporation and she shall be solely responsible for paying the remaining indebtedness due thereon to General Motors Acceptance Corporation. The Certificate of Title for this automobile being in the Defendant's name, he shall deliver the original thereof to the Plaintiff when it is received from General Motors Acceptance Corporation and forthwith deliver to Plaintiff a Bill of Sale, subject to such financing.

7. That the Defendant is hereby awarded the Ford pick-up truck purchased by him on or about April 17, 1979 and being financed solely in his name and he is also awarded any other motor vehicles purchased by him since the time of the separation of the parties. Plaintiff is fully compensated for her cash payment toward the Defendant's purchase of said pick-up truck by the \$500.00 provision for payment to her contained in paragraph 3 of this Judgment.

8. That the above provisions of this Judgment are in lieu of any and all alimony or support to which either the Plaintiff or the Defendant may be entitled from the other.

9. That the Plaintiff and the Defendant shall execute any papers or documents necessary to carry out the provisions of this Judgment.

10. That the Court costs in this cause are to be paid in accordance with the provisions contained in paragraph 3 of this Judgment and there shall be no Cost Bill rendered to either party



at this time by the Register of this Court.

11. That a certified copy of this Judgment be served by mail upon the Attorneys of Record in this cause.

DONE AND ORDERED this 21st day of November, 1979.

*Herald E. McWaters*  
Circuit Judge



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Shelby Cnty Judge of Probate, AL  
05/29/1980 12:00:00 AM FILED/CERT

FILED IN OFFICE, This the 21st day  
of November 1979  
*Kyle Linsford*  
Register Circuit Court of  
Shelby County, Alabama

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
NOTARIAL WAS FILED

1980 MAY 29 PM 2:47 *Rec. 1050*  
*Ind. 100*

*Thomas A. Linsford, Jr.*  
JUDGE OF PROBATE

1150

Certified a true and complete copy

*Kyle Linsford*  
Register of Circuit Court

