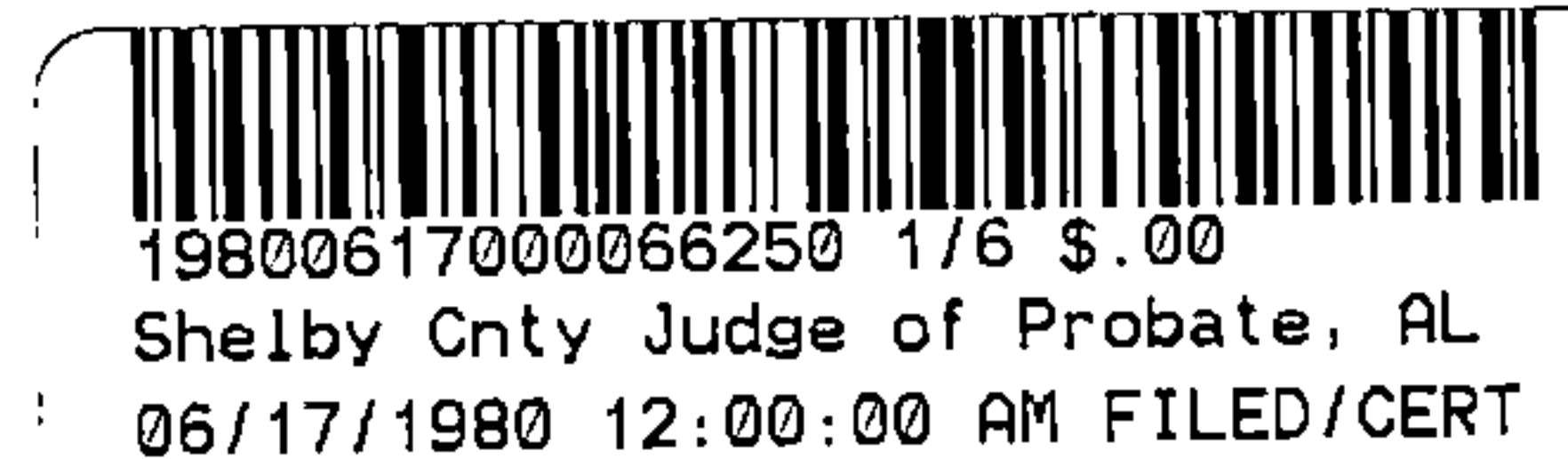


512
AGREEMENT



WHEREAS, Cecil Johnnie Abbott, hereinafter referred to as the "husband", and Mary Grace Scoggins, hereinafter referred to as the "wife", were divorced by an Order of the Circuit Court of Shelby County, Alabama, on or about the 27th day of May, 1980, Case No. DR-80-149, and

WHEREAS, the parties desire to set aside the aforesaid decree of divorce by joint motion of the parties and to attempt a reconciliation, and

WHEREAS, the parties desire to enter into an Agreement which is mutually beneficial to both parties and is a sufficient consideration to both the parties for the agreements, and

WHEREAS, the parties desire to reach an agreement regarding the division of property in the event of a divorce, and

WHEREAS, the parties are aware of all of the assets of the other and of each other and the parties hereto agree and contract as follows:

1. That upon the execution of this agreement, the husband shall pay the wife the sum of One Hundred Dollars (\$100.00), the receipt of which the wife acknowledges by her signature hereon and

2. That the agreement entered into by the parties on the 15th day of May, 1980, which agreement was incorporated by reference in the aforesaid decree of divorce, shall continue in effect and said agreement sets out the division of property in the event of the divorce of the parties and shall remain in full force and effect in the event of divorce and

3. This agreement shall not apply to any newly acquired property acquired after the date of this execution unless said property is a replacement for any items of property listed in the aforesaid agreement and in which case said newly

36 PAGE 389
BOOK
Cecil Johnnie Abbott

acquired property shall be substituted for and treated the same as that property described in the agreement dated the 15th day of May, 1980, and

4. The parties' agreement dated the 15th day of May, 1980, and the decree of divorce, both of which are referred to herein, are incorporated by reference and attached hereto as Exhibit A, and

5. There shall be no merger, modification or alteration of this agreement except in writing and executed by both parties with proper witnesses according to law.

Done this the 30 day of May, 1980.

19800617000066250 2/6 \$.00
Shelby Cnty Judge of Probate, AL
06/17/1980 12:00:00 AM FILED/CERT

Cecil Johnnie Abbott
Cecil Johnnie Abbott

Mary Grace Scoggins
Mary Grace Scoggins

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Cecil Johnnie Abbott, whose name is signed to the foregoing Agreement and who is known to me, acknowledged before me on this date, that being informed of the contents of this Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30 day of May, 1980.

Jean S. McMillan
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mary Grace Scoggins, whose name is signed to the foregoing Agreement and who is known to me, acknowledged before me on this date, that being informed of the contents of this Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30 day of May, 1980.

Jean S. McMillan
Notary Public

The State of Alabama, Shelby County

CIRCUIT COURT

CIVIL ACTION NO. DR-80-149MARY GRACE ABBOTT

Plaintiff

vs.

CECIL JOHNIE ABBOTT

Defendant

This cause coming on to be heard was submitted upon Bill of Complaint, of Plaintiff and on on

Answer and Waiver of Defendant and Testimony as noted by the Register, and upon consideration thereof, the Court is of the opinion that the Plaintiff is entitled to the relief prayed for in said bill. The Court being satisfied from all the testimony that there exists such a complete incompatibility of temperament that the parties 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

MARY GRACE ABBOTT

is forever divorced from the said

CECIL JOHNIE ABBOTT

for and on account of incompatibility of temperament between the parties. Be it further ordered, adjudged and decreed that the Agreement entered into by the parties hereto with reference to the division of certain property and other matters be, and the same is hereby confirmed and made a part hereof, a copy of said Agreement being attached hereto as Exhibit A. Be it further ordered that the Plaintiff, having made known her desire to have her former name restored to her shall from this day forth be known as Mary Grace Scoggins.

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Shelby Cnty Judge of Probate, AL
06/17/1980 12:00:00 AM FILED/CERT

It is further ordered, adjudged and decreed that neither party shall marry again except to each other until 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 Mary Grace Abbott and Cecil Johnie Abbottbe, and they are hereby permitted to again contract marriage upon the payment of the cost of this suit.

It is further ordered that _____ the defendant pay the cost herein to be taxed, for which execution may issue.

This 27 day of May, 89

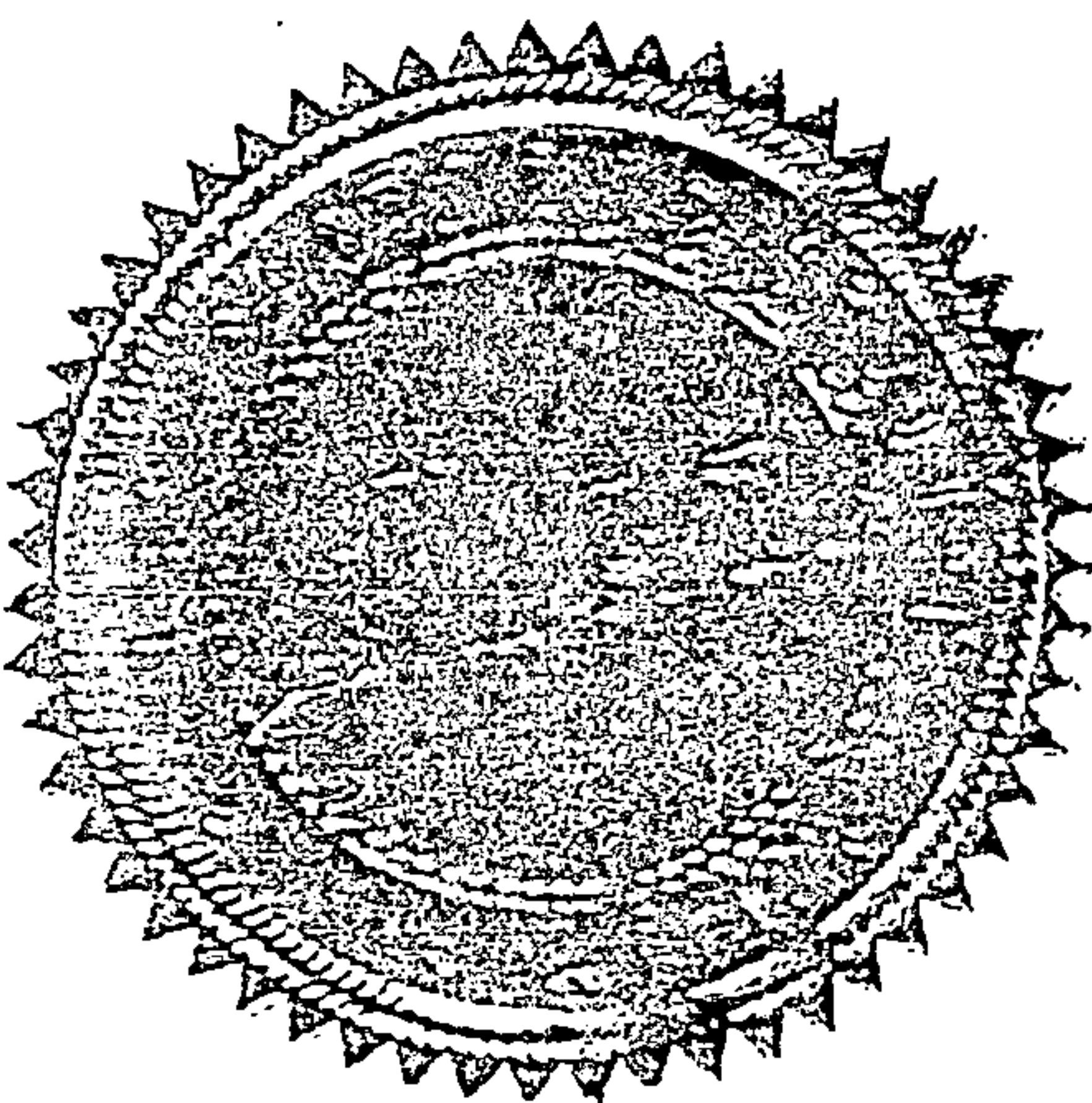
R. Armstrong
Judge Circuit Court

I, Kyle Lansford, Register

of the Circuit Court for Shelby County, Alabama, do hereby certify that the foregoing is a correct copy of the original decree rendered by the Judge of the Circuit Court in the above stated cause, which said decree is on file and enrolled in my office, and the cost has been paid.

Witness my hand and seal this the 27th day ofMay, 19 80

Kyle Lansford
Register of Circuit Court



IN THE CIRCUIT COURT FOR SHELBY COUNTY,
ALABAMA

MARY GRACE ABBOTT,

*

PLAINTIFF

*

VS

CASE NO. _____

CECIL JOHNNIE ABBOTT

*

DEFENDANT

*

A G R E E M E N T



19800617000066250 4/6 \$.00
Shelby Cnty Judge of Probate, AL
06/17/1980 12:00:00 AM FILED/CERT

The parties hereto, being Cecil Johnnie Abbott, hereinafter referred to as the "husband" and Mary Grace Abbott, hereinafter referred to as the "wife", contemplate obtaining a divorce and have entered into the Agreement hereinafter set out, which is mutually beneficial to both parties and constitutes a sufficient consideration to each of said parties for the agreements contained herein. Said parties agree as follows:

1. That the husband will take and keep possession of the real property owned jointly by the parties as recorded in Deed Book 314 Page 318 in the Office of the Judge of Probate, Shelby County, Alabama. The parties agree to keep the survivorship provision of the aforesaid instrument in effect and that in the event either party dies the other shall take full title to the aforesaid real estate. In the event the parties die as a result of a common disaster, then each such party's estate will take one-half interest in the aforesaid real property. In the event that the said real property is sold or the husband fails to reside on said real property and in the mobile home located on said real property, the husband shall pay the wife the sum of Five Thousand Dollars (\$5,000.00). It is further agreed between the parties that the mobile home presently located upon said real property shall not be removed from the property. The parties further

agree that the wife shall surrender and convey all interest that she has or retains in the aforesaid real property to the husband for the sum of Five Thousand Dollars (\$5,000.00) and that the husband may exercise this option at any time during his lifetime.

2. That the husband shall take the mobile home owned jointly by the parties subject to the provisions of paragraph 1 hereinabove.

3. That the wife shall take her personal belongings, one deep freeze, lawn mower, small appliances and kitchen utensils and cookware, 1/2 the linens, washer and dryer, one 220 volt air conditioner.

4. That the husband shall take all remaining household items and furniture.

5. That the wife shall take the 1971 Toyota station wagon automobile and the husband shall take all remaining automobiles owned jointly by the parties.

6. That the wife shall take all interest in the mobile home owned by the wife's mother.

7. That there were no children born of said marriage.

8. That the parties hereto agree to execute any papers necessary to carry out this Agreement and agree for the Court to make such orders that are necessary to carry out this Agreement.

Executed in duplicate this the 15 day of May, 1982.

19800617000066250 5/6 \$.00
Shelby Cnty Judge of Probate, AL
06/17/1980 12:00:00 AM FILED/CERT

Cecil Johnie Abbott
Cecil Johnie Abbott

Mary Grace Abbott
Mary Grace Abbott

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Cecil Johnie Abbott, whose name is signed to the foregoing and who is known to me, acknowledged before me on this date, that being informed

of the contents of this Agreement; he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15 day of May, 1980.

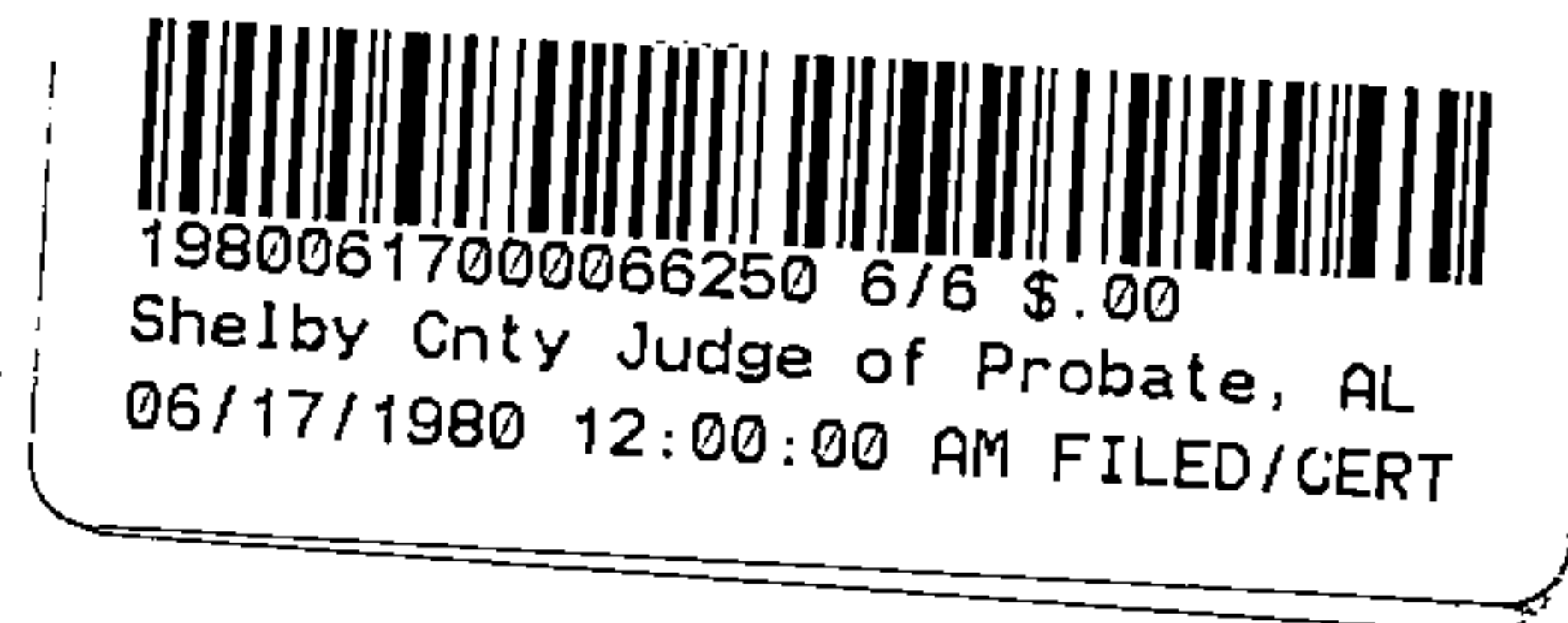
[Signature]
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mary Grace Abbott, whose name is signed to the foregoing and who is known to me, acknowledged before me on this date, that being informed of the contents of this Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15 day of May, 1980.

[Signature]
Notary Public



JUNE 17 1980
SHELBY COUNTY, ALABAMA
CLERK OF PROBATE

1980 JUN 17 PM 3:40

[Signature]
CLERK OF PROBATE

Rec. 9.00

Ind. 1.00

10.00