

The State of Alabama, Shelby County

CIRCUIT COURT

CIVIL ACTION NO. DR-80-125

BETTY HUFF

Plaintiff

vs.

WILLIAM P. HUFF

Defendant

This cause coming on to be heard was submitted upon Bill of Complaint, amendment, answer and waiver of defendant, commission to take deposition on oral examination, note of testimony 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

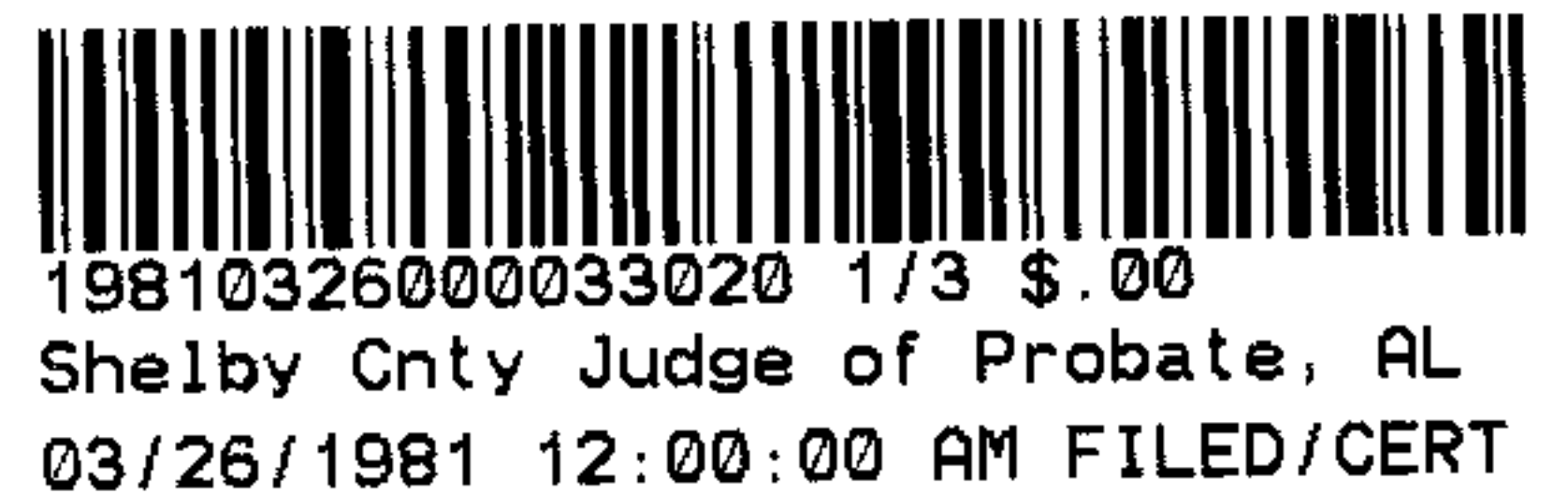
Betty Huff

is forever divorced from the said

William P. Huff

for and on account of incompatibility of temperament between the parties.

It is further considered, ordered, adjudged and decreed by the Court that the agreement of the parties, a copy of which is attached to the amendment in this cause and a copy of which is attached hereto as Exhibit "A", should be and the same is hereby ratified, approved and confirmed by the Court and shall be made a part and parcel hereof as fully as if set out herein and the same shall be fully binding on both plaintiff and defendant.



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 plaintiff and defendant

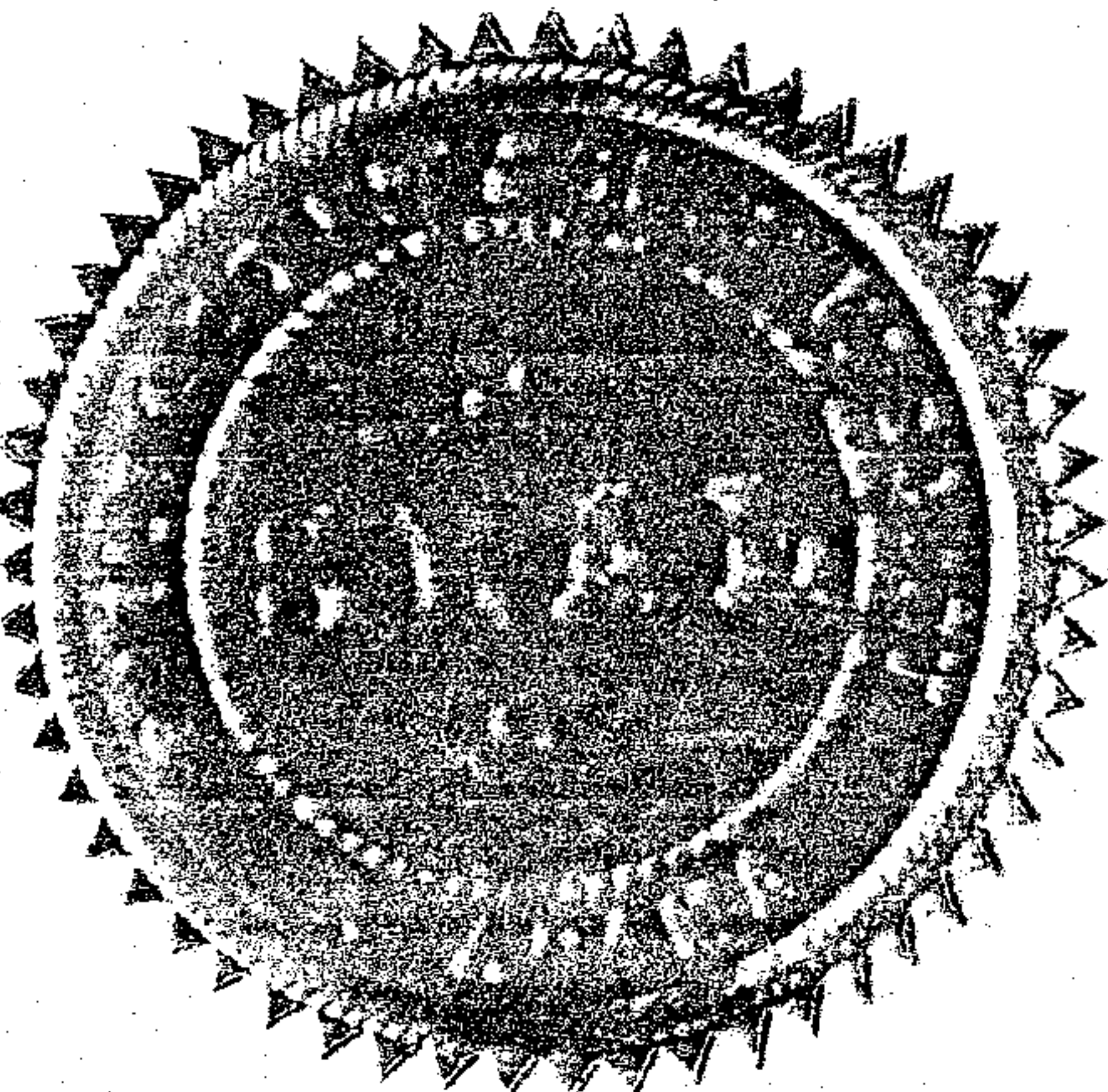
be, and they are hereby permitted to again contract marriage upon the payment of the cost of this suit.

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

This 29 day of July, 19 80

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 29th day of

July, 19 80

Kyle Lansford

Register of Circuit Court

STATE OF ALABAMA)

EXHIBIT "A"

SHELBY COUNTY)

WITNESS THIS AGREEMENT entered into this 24th day of July, 1980, by and between BETTY HUFF, hereinafter referred to as "Wife", and WILLIAM P. HUFF, hereinafter referred to as "Husband":

WHEREAS, the parties hereto are presently husband and wife and said wife has filed a bill for divorce against said husband, and

WHEREAS, the parties hereto wish to provide by agreement for, among other things, the care, custody, control and support of the minor child born to the marriage of the parties hereto:

NOW, THEREFORE, in consideration of the above premises, and in further consideration of the hereinafter stated conditions and agreements, the parties hereto do hereby agree, covenant and contract as follows:

1. In the event a divorce is granted in the above referred to cause, this agreement shall be made a part and parcel of any final decree rendered therein and shall be fully binding on both parties hereto, subject to court approval.

2. Said wife shall be awarded the care, custody and control of the minor child born to the marriage of the parties, namely, Heidi Leann Huff, a minor 1½ years of age. Said husband shall have the right to visit with said child during the day on one day each week, either Saturday or Sunday, to be selected by said husband until such child obtains the age of six years. Said husband shall give said wife reasonable advance notice prior to such visitation period of what time he shall visit said child. Said husband shall pick said child up at the residence of said wife in the morning and shall deliver said child back to the residence of said wife before dark on the same date. Said husband, during the time that he has said child for this visitation or at any other time hereafter, shall provide a nice, suitable and genteel environment and surroundings for said child. After said child obtains the age six years, said husband shall have the right to have said child visit with him on every other weekend commencing at 6:00 o'clock p.m. on Friday and ending at 6:00 o'clock p.m. on Sunday. After the said child obtains the age six years, said husband shall also have the right to have said child with him for one-half of her birthday, either morning or afternoon, at the discretion of said wife and shall have the right to have said child with him on every other Christmas Day and every other Thanksgiving Day and for two weeks in the summer vacation.

3. Said husband shall pay the said wife the sum of Thirty-six and no/100 (\$36.00) Dollars per week as child support for said child which is based upon his current represented take home pay of One hundred eighty and no/100 (\$180.00) Dollars per week. Said husband shall also pay all doctor, dental, drug and medical expenses for said child and shall keep and maintain hospitalization insurance on said child.

4. Said husband shall pay to said wife the sum of Twenty thousand and no/100 (\$20,000.00) Dollars in cash immediately upon the execution hereof. Said wife shall be awarded the 1977 Pontiac automobile now in her possession and said husband shall pay off the mortgage thereon to the First National Bank of Columbiana, Alabama, and any other indebtedness on said automobile. Said husband shall reimburse said wife the sum of Nine hundred ninety-two and 78/100 (\$992.78) Dollars for payments made by said wife on the house and real estate of the parties, said reimbursement to be made by said husband to said wife within forty-five days from the date hereof.

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BOOK 40 PAGE 33

5. Said wife shall convey to said husband the house and real estate of the parties and said husband shall be responsible for paying as the same becomes due all mortgage indebtedness against said house and real estate.

6. Said wife shall receive her clothes, personal effects, her bedroom suit, cedar chest, love seat rocker, piano, desk and chair, round oak kitchen table, occasional table (her grandfather's), green chair, stove, refrigerator, washer, dryer, baby bed, Jenny Lynn bed, antique mirror, her stainless steel cookware and one-half of the towels, wash rags, the fire box, and the personal property now in her possession and control. All the rest and remainder of the household furniture, furnishings and personal property shall be awarded to said husband.

7. Said husband shall pay the sum of Three hundred and no/100 (\$300.00) Dollars to attorney of record for said wife in said cause as attorney's fees in this cause and shall pay the court costs accrued herein, and said husband shall pay all debts and obligations of the parties except those which may have been incurred individually by said wife after the separation of the parties which will be the responsibility of said wife.

8. Said husband shall have his clothes, personal effects and the personal property now in his possession and control.

BOOK 40 PAGE 34

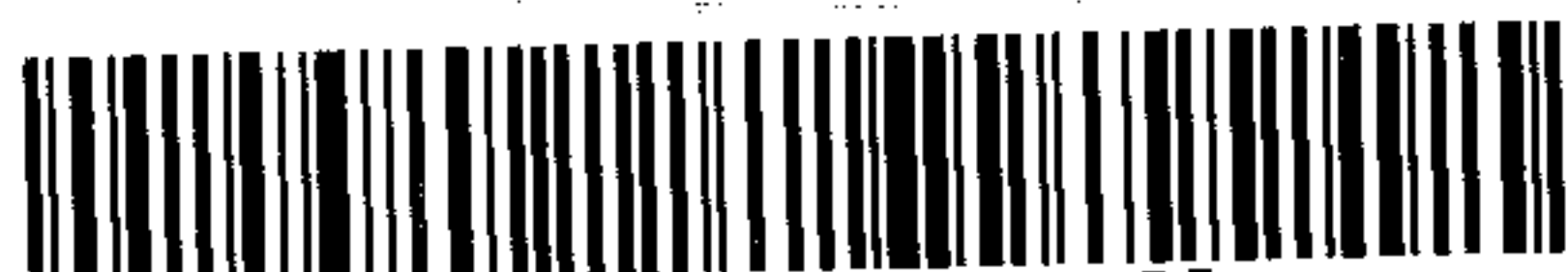
IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date first given above.

James C. Tim
Witness

William P. Huff (SEAL)
Husband

Dorothy Cannady
Witness

Betty K. Huff (SEAL)
Wife



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Thomas A. Snowden, Jr.
JUDGE OF PROBATE