

# The State of Alabama, Shelby County

CIRCUIT COURT

CIVIL ACTION NO. DR-81-003MARSHA ANN LILLEY

Plaintiff

vs.

WILLIAM CHARLES LILLEY

Defendant

This cause coming on to be heard was submitted upon Bill of Complaint, Answer and Waiver of Defendant Agreement on

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

MARSHA ANN LILLEY

is forever divorced from the said

WILLIAM CHARLES LILLEY

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 hereto, 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.



19810526000058380 1/6 \$ .00  
Shelby Cnty Judge of Probate, AL  
05/26/1981 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.

Plaintiff and Defendant

It is further ordered that

they are

be, and William Charles Lilley hereby permitted to again contract marriage upon the payment of the cost of this suit.  
Defendant

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

This 6 day of January, 1981

Walter S. McRae  
Judge Circuit Court

Kyle Lanford

I, \_\_\_\_\_, Register

Shelby

of the Circuit Court for \_\_\_\_\_ 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 6<sup>th</sup> day of January, 1981

Kyle Lanford  
Register of Circuit Court

IN RE THE MARRIAGE OF: ) IN THE CIRCUIT COURT  
MARSHA ANN LILLEY ) OF SHELBY COUNTY, ALABAMA  
Plaintiff )  
and ) Case No. \_\_\_\_\_  
WILLIAM CHARLES LILLEY )  
Defendant )

19810526000058380 2/6 \$.00  
Shelby Cnty Judge of Probate, AL  
05/26/1981 12:00:00 AM FILED/CERT

A G R E E M E N T

The parties to this Agreement are Marsha Ann Lilley , hereinafter for convenience referred to as "Plaintiff", and William Charles Lilley, hereinafter for convenience referred to as "Defendant." The parties to this Agreement were heretofore married to each other on, to-wit, November 24, 1978, in Shelby County, Alabama.

There is one (1) child born of this marriage, namely, Tresha Ann Lilley, born September 4, 1979.

In the event the relief prayed for in the Complaint filed in this cause should be granted, it is the purpose of the parties in and by this Agreement to provide the settlement of the affairs between the parties, but nothing herein contained shall be construed in any way as admission on the part of the Defendant or of any allegation of the Complaint, which denial is hereby affirmed by Defendant.

It is understood and agreed that this Agreement is made subject to the approval and decree of the Court in the above styled cause and is subject to such modification and change as the Court may impose or decree, if, for any reason whatever the Court should fail or refuse to approve the terms and conditions hereof, provided, however, that this Agreement made, with the Court's approval, will be incorporated into and become a part of the final decree of divorce, which the Court may enter in this cause.

PERSONAL PROPERTY: The Parties agree that Plaintiff and Defendant shall each have all personal property that they had when they entered this marriage. All wedding and other gifts given to the parties during the marriage by family and relatives shall remain the property of the party whose family or relative gave

## Agreement



19810526000058380 3/6 \$.00  
Shelby Cnty Judge of Probate, AL  
05/26/1981 12:00:00 AM FILED/CERT

the gift. The gas grill, umbrella table and chairs, front porch swing, lawn furniture on screened porch (2 chairs, 1 chaise, 3 tables, white chaise), ice box in den and all other personal property acquired by the Parties during the marriage except the 1978 Lincoln, shall be given to the Plaintiff, and the Defendant shall have the 1978 Lincoln. When the house, more particularly set out in the real property provision of this Agreement is sold, Defendant shall purchase an automobile for Plaintiff for a minimum of \$4,000.00 from Defendant's half of the net proceeds from the sale of the house. It is further agreed that the personal debts of the parties shall be paid from the proceeds of the sale of said house as set out hereinbelow.

INCOME TAX RETURNS : The Parties agree that they will file a joint income tax return for the year 1980 and share equally in any liability or refund.

PERSONAL DEBTS OF THE PARTIES: Each Party shall be responsible for contributing the most he or she can reasonably contribute toward the debts of the parties subsequent to the divorce and prior to the sale of the house. When the house is sold all present debts and all reasonable and necessary debts incurred by the parties from the date of this Agreement until the closing date for the sale of the house, shall be paid from the proceeds of the sale of said house. After all debts required to be paid as aforesaid have been paid, any proceeds from the sale of the house shall be divided 50-50 between the Parties and the only requirement at that point shall be the requirement that Defendant purchase an automobile for Plaintiff as aforesaid under personal property. It is further agreed and understood that Plaintiff shall have exclusive use of either the 1978 Lincoln or the 1975 Cadillac Eldorado Convertible until Defendant purchases an automobile for Plaintiff from his half of the net proceeds from the sale of the house. It is further understood and agreed that if either party takes out an additional loan without the expressed and written consent of the other party, including any mortgages on the house, the party taking out the loan shall be required to repay the loan himself or herself without



19810526000058380 4/6 \$.00  
Shelby Cnty Judge of Probate, AL  
05/26/1981 12:00:00 AM FILED/CERT

contribution from the other party, and no funds from the sale of the house may be applied toward the loan before the proceeds are divided. The legal description of the property made the subject of this agreement is Lot 12, Block 1, Plat of Kerry Downs a Subdivision of Inverness, recorded in Map Book 5, Page 135-136 in the Office of the Judge of Probate, Shelby County, Alabama. Title to this property is presently in Defendant's, William Charles Lilley, name only and said property and title to same is herewith vested equally in Plaintiff and Defendant until sold under this Agreement. The parties agree that a transcript or memorandum of this Agreement concerning the division and sale of this real property shall be recorded in the Probate Office of Shelby County, Alabama, after the divorce decree has been signed by the Court.

REAL PROPERTY: Defendant owns a house located at 3309 Tartan Lane, Birmingham, Alabama 35243, more particularly described in the legal description setout in personal debts of the parties hereinabove. This house is to be sold within a reasonable length of time after the divorce and the proceeds of the sale are to be divided according to the requirements setout in the personal debts of the parties, hereinabove. Plaintiff shall have one-half ownership of the property until the house is sold. There is no other real property owned by the parties.

CUSTODY, CHILD SUPPORT AND VISITATION: Plaintiff shall have custody of Tresha Ann Lilley born September 4, 1979. Defendant shall pay to Plaintiff for child support One Hundred Dollars (\$100.00) per week until the child shall reach nineteen (19) years of age. Defendant shall also provide assistance to the child toward tuition, books, room and board for college so long as said child is enrolled as a full-time student working for an academic degree in an approved college or university. Defendant shall also be required to provide hospitalization and medical insurance for the child and shall have the option to provide said coverage directly or to pay the additional cost to Plaintiff in the event Plaintiff is employed in a position that affords medical insurance and hospitalization for dependants. In the event Tresha Ann Lilley has medical bills, dental bills, and drug bills totaling more than \$10.00 per month, Defendant shall also pay said



19810526000058380 5/6 \$.00  
Shelby Cnty Judge of Probate, AL  
05/26/1981 12:00:00 AM FILED/CERT

Defendant shall have the right to visit with Tresha Ann Lilley in Plaintiff's presence or Plaintiff's home the first and third weekends of every month starting 8:00 a.m. Saturday morning through 5:00 p.m. Sunday afternoon until Tresha Ann Lilley shall reach four (4) years of age, provided that Defendant give Plaintiff twenty-four (24) hours notice of the time and length of visitation. After Tresha Ann Lilley reaches four (4) years of age, Defendant shall have visitation rights from 6:00 p.m. on Friday night through 6:00 p.m. on Sunday night the first and third weekends of every month, Thanksgiving Holidays on even years starting 8:00 a.m. Thanksgiving Day through 6:00 p.m. the following day and the Easter Holiday on odd number years starting 6:00 p.m. the day before Easter and through 7:00 p.m. Easter day, and the month of June each year, and each Christmas Holiday from twelve noon(12:00) December 26 through twelve noon (12:00) December 31 of each year. These visitations outside the home and/or presence of Plaintiff shall start after Tresha Ann Lilley reaches 4 years of age and shall not waive or excuse child support during the time for visitation. Defendant shall be responsible for picking up and returning Tresha Ann Lilley, at his expense if there is any expenses involved for airplane tickets or other transportation expenses. For any of these visitations after Tresha Ann Lilley reaches four (4) years of age, Defendant shall give Plaintiff a minimum of forty-eight (48) hours notice, prior to the start of each visitation period of the time and length of said visitation and arrangements for transportation if necessary. The parties further agree that Defendant may have further and additional visitation so long as it is mutually agreeable with both Parties and in said event the terms and conditions of the visitation and child support as setout hereinabove shall be in effect.

ALIMONY: NONE

ATTORNEYS' FEES AND COURT COSTS: Defendant shall be responsible for paying court costs and Plaintiff's attorney's fees.

Agreement

Without limiting the other remedies of the parties hereto, the terms of this Agreement may be enforced by a contempt proceeding.

IN WITNESS WHEREOF, and in consideration of the mutual promises and undertakings herein contained, and for the consideration herein expressed and no other, this Agreement is executed by the parties hereto with full understanding of all of its provisions and with the mutual promises on the part of each to comply herewith faithfully and completely in the event a divorce should be granted and this Agreement approved by the Court.

ENTERED into this 6<sup>th</sup> day of January, 1981.

WITNESSES:

Jan B. Bynum  
Robert M. Bynum

Marsha Ann Lilley  
Marsha Ann Lilley-Plaintiff

Jan B. Bynum  
Robert M. Bynum

William Charles Lilley  
William Charles Lilley-Defendant

19810526000058380 6/6 \$.00  
Shelby Cnty Judge of Probate, AL  
05/26/1981 12:00:00 AM FILED/CERT

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

1981 MAY 26 AM 8:14

Thomas A. Lawrence, Jr.  
JUDGE OF PROBATE

Rec. 9.00  
Inv. 1.00  
10.00

BOOK 40 PAGE 817