

## The State of Alabama, Shelby County

CIRCUIT COURT

CIVIL ACTION NO. DK-82-072Catherine Ann Ladewig

Plaintiff

vs.

Peter Ladewig

Defendant

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

Catherine Ann Ladewig

is forever divorced from the said

Peter Ladewig

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 testimony 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 Catherine Ann Ladewig plaintiff pay the cost herein to be taxed, for which execution may issue.

This 21 day of May, 19 82

Harold B. Alden  
Judge Circuit Court

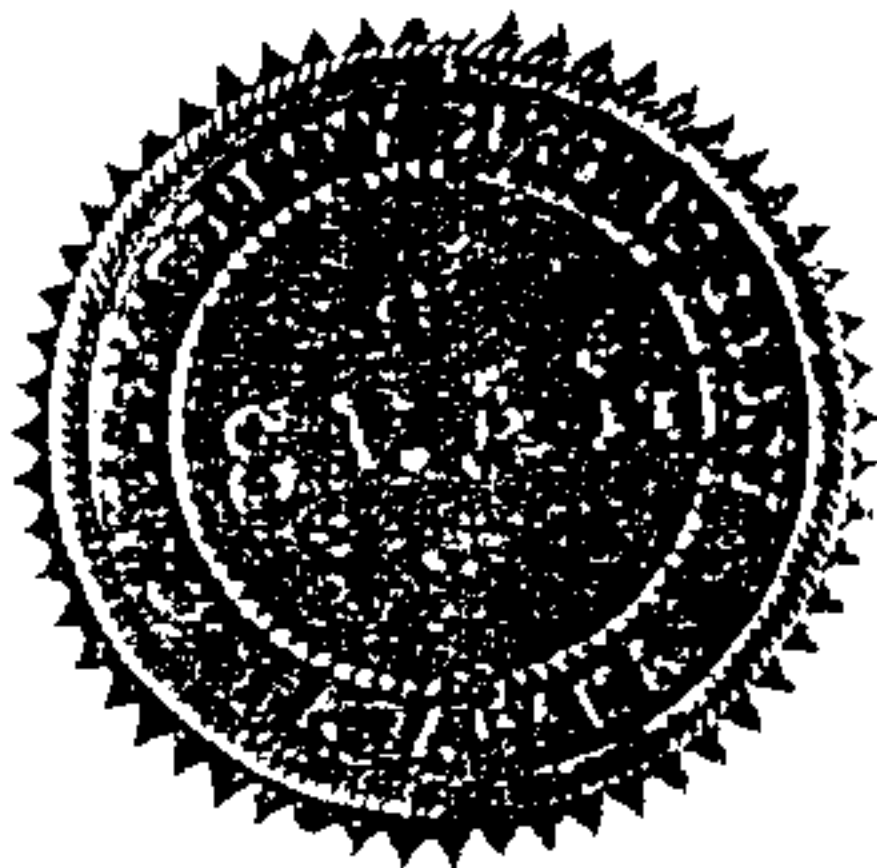
I, Kyle Lansford, Register

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 21 day of

May, 19 82

Kyle Lansford  
Register Circuit Court



STATE OF ALABAMA )

EXHIBIT "A"

SHELBY COUNTY )

WITNESS THIS AGREEMENT entered into this 13 day of May, 1982, by and between Catherine Ann Ladewig, hereinafter referred to as "Wife", and Peter Ladewig, 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 children 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. The care, custody and control of the minor children of the parties, namely, Jacqueline Ladewig, a minor 8 years of age, and Rebecca Ladewig, a minor 3 years of age, shall be awarded to the wife subject to the following rights of visitation on behalf of the husband. The husband shall have the right to have said children visit with him on every other weekend from Friday afternoon at 5:00 o'clock p.m. until Sunday afternoon at 7:00 o'clock p.m. The husband shall also have the right to have said children visit with him for eight weeks during the summer months provided, however, that said wife shall have the right to have said eight week period broken by a one week period during which she would have said children with her. Said wife agrees that she will give reasonable advance notice of her intentions to exercise said one week period of visitation and will cooperate with said husband's schedule in order to interfere with it in the least possible manner. Said wife's one week of visitation shall not in any way diminish the right of said husband to have said children for a full eight week period. Said husband shall also have the right to have said children visit with him for one week during the AEA vacation, one week during the Christmas vacation and one week at Thanksgiving. The one week during the Christmas vacation shall commence at 3:00 o'clock in the afternoon on Christmas Day and shall run for one week thereafter. The one week at Thanksgiving shall commence one week before Thanksgiving Day and shall end at 3:00 o'clock p.m. on Thanksgiving Day. The parties agree that said husband shall have the right to have said children with him on every other Easter commencing with Easter, 1984.

3. Said husband shall pay said wife the sum of Two hundred and no/100 (\$200.00) Dollars per month as child support for said children on a twelve month basis. After the house and land is sold, said husband agrees that he will raise said child support to Two hundred fifty and no/100 (\$250.00) Dollars per month on a twelve month basis. The wife shall keep and maintain hospitalization insurance on said children in form and substance as she currently has and with the benefits remaining at that level or better. The husband shall pay all doctor, dental, drug and medical expenses for said children not covered by said insurance. The husband shall have the right to claim said children as dependents for State and Federal income tax purposes.

4. Said wife shall be awarded her clothes, personal effects and the furniture, furnishings and personal property now in her possession and control. The wife shall also be awarded the 1980 Chevy Chevette automobile now in her possession and control and the wife shall be responsible for making the payments on the mortgage indebtedness as the same becomes due.

5. The husband shall be awarded his clothes, personal effects and all the personal property now in his possession and control including but not being limited to all the remaining furniture and furnishings located in the house or residence of the parties or on the real estate of the parties. Said husband shall be responsible for paying all the indebtedness of the parties incurred prior to the separation other than the Chevette automobile referred to above.

6. The house and ten acres of real estate, more or less, shall be awarded to said husband and said wife agrees to execute a deed or conveyance conveying to said husband all of her right, title, and interest in and to said house and real estate, except to the extent that the Husband shall execute, simultaneously herewith, in favor of the wife, a note and mortgage on said house and ten acres, more or less, in the sum of \$10,000.00 payable one year from date at no interest or said mortgage is to be satisfied on the sale of the subject property. It is understood and agreed that said husband shall immediately place said house and real estate on the market to be sold at the appraised value thereof. Upon the sale of said house, said husband shall pay the said wife, the sum of Ten Thousand Dollars (\$10,000.00 in satisfaction of the above referred to mortgage) at the time of said sale without addition of any interest. It is further agreed and understood that said husband's obligation to pay said sum of Ten Thousand Dollars (\$10,000.00) shall be conditioned upon said husband receiving a deed from the wife's parents to the ten acres of land previously discussed and agreed upon. It is further understood and agreed that if said house and real estate has not sold within ninety days from the date of the decree of divorce in this cause, either party may have the right to request or demand that the purchase price be lowered by ten percent (10%). If said house and real estate still has not sold after the expiration of another ninety days from the date thereof, either party shall have the right to request that said house and real estate be placed on the market at a purchase price reduced by another five percent (5%). In the event said house and real estate has not sold within the expiration of twelve months from the date of decree of divorce in this cause, said husband shall be obligated upon request from said wife to pay said sum of Ten Thousand Dollars (\$10,000.00) in cash at that time.

7. Each party shall pay his or her own legal expense.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 13 day of May, 1982.

[Signature]  
WITNESS

1982 JUL -8 AM 9:23

Peter Ladwig  
Husband

Janet L. Peter  
WITNESS

Rec 4.50  
Ind 1.30

Catherine Ann Ladwig  
Wife

Cathy Ladwig  
Town & County #14

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