

74

FINAL JUDGMENT OF DIVORCE

Case number  
DR82: 344

IN THE CIRCUIT COURT OF SHELBY COUNTY  
DOMESTIC RELATIONS DOCKET

In re the marriage of:

Donnie Robert Payne  
plaintiff

v

Pauline Ellen Menley Payne  
defendant

This cause, coming on to be heard, was submitted for final judgment upon the pleadings and testimony as taken by Janice Smitherman, commissioner.

Upon consideration thereof, IT IS ORDERED AND ADJUDGED BY THE COURT AS FOLLOWS:

FIRST: That the bonds of matrimony previously existing between the plaintiff and defendant are dissolved and that they are forever divorced from each other, on grounds of incompatibility and irretrievable breakdown.

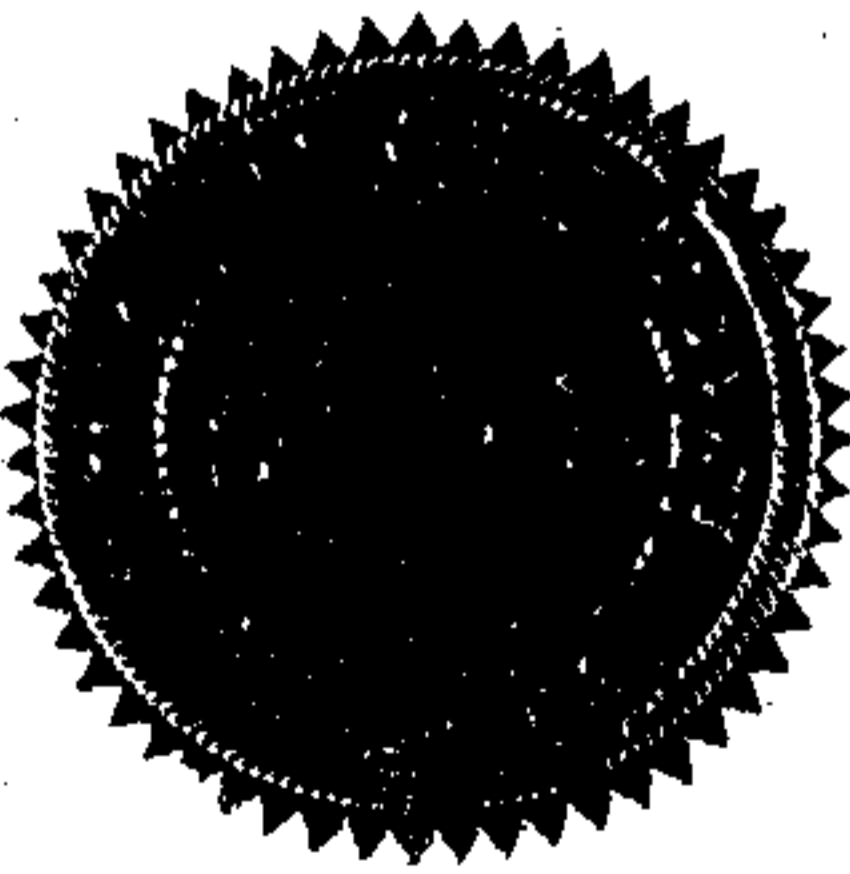
SECOND: That neither party shall contract marriage, except with each other, until sixty days after the date of the judgment. Should an appeal be taken within forty-two days, neither party shall contract marriage, except to each other, during the period of the appeal.

THIRD: That the costs incurred in this case shall be paid by the plaintiff, and upon request execution may be issued.

FOURTH: That the attached Separation and Property Settlement agreement be incorporated by reference into this decree.

Done this 29<sup>th</sup> day of Sept 1982.

[Signature]  
Circuit Judge



I, Kyle Lansford, Clerk 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 costs have been paid.

Witness my hand and seal this 29 day of September 1982.

[Signature]  
Circuit Clerk

Cahala 702

Pauline Ellen Menley Payne  
defendant

CASE NUMBER DR82: 244

This agreement is made between the undersigned husband and wife, parties to the above-styled action, now or in the future pending in the Circuit Court of Shelby County Alabama.

Shelby County Alabama.

1. The parties hereto were married on 20 March 1975 in Montevallo, Alabama, and ever since have been and now are husband and wife.

2. Husband and wife have no children.

3. Husband and wife have one child, Kevin Dale, born to the wife on March 1972, prior to this marriage, under 19 and living in their household.

4. Husband and wife intend and it is the purpose of this agreement to make a complete and final settlement of all claims that either has against the other for alimony, child support, maintenance, and support, to memorialize the separation of the parties and their agreement to remain separated, and to finalize their agreements as to the division of their property, both real, personal, mixed, intangible, and other, owned by either or both of them.

5. Both parties pronounce themselves fully informed and legally advised as to the negotiating for, draughting, drawing, scrivening, and executing of this agreement and to their respective duties, obligations, and rights surrounding their relationship and otherwise.

6. The defendant is over the age of 18 years and is either a resident, or the party married to the defendant has been a bona fide resident of this state for six months next before the filing of the complaint.

48 PAGE 179

**BOOK**

7. There exists such a complete incompatibility of temperament that the parties can no longer live together. There has been an irretrievable breakdown of the marriage, and further attempts at reconciliation are futile, impractical, and not in the best interests of the parties or family. The agreeable ties of affection, attraction, inclination, interest, love, and mutual esteem are now dissolved, leaving the parties with discrete, distinct, and separate aspirations, goals, hopes, outlooks, and personalities, bound to each other only by the heavy chains of the law.

8. For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, and in further consideration of one peppercorn in hand paid, receipt of which is hereby acknowledged, and for other good, sufficient, and valuable consideration, the parties agree as follows:

9. Husband and wife may hereafter live separate and apart, each free of all control, dominion, and restraint by the other, whether direct or indirect, as fully as if unmarried, and further agree to obey all laws. Each party may hereafter reside at such place or places as he or she may select.

10. Neither party shall interfere with or molest the other nor compel or attempt to compel common cohabitation, living together, or cohabitation by any means whatever, including by legal action or otherwise.

11. There is hereby apportioned, confirmed, conveyed, given, set aside, and transferred unto the wife, free of all claims and demand of the husband, the following items: all her personal items, clothes, jewelry, etc..

12. There is hereby apportioned, confirmed, conveyed, given, set aside, and transferred unto the husband, free of all claims and demand of the wife, the following items: the land and house trailer wherein the couple resided during coverture.

13. Each party shall pay his or her own debts, as well as any debts owed on property confirmed to that party.

14. The present gross value of all items apportioned to the wife hereunder is \$300.00. The present net value (after deducting all encumbrances and obligations outstanding against such property and assumed by the wife) of such property is \$300.00.

15. The present gross value of all items apportioned to the husband hereunder is \$10,900.00. The present net value (after deducting all encumbrances and obligations outstanding against such property and assumed by husband) of such property is \$7,900.00.

BOOK 48 PAGE 181 16. Each party shall promptly execute and deliver to the other party or any nominee(s) all instruments that may be appropriate, convenient, or necessary to carry into effect, fairly and fully, all the provisions of this agreement.

17. Each party assigns, quitclaims, and releases to the other all his or her interest, right, and title, present and prospective, in each item of property hereby apportioned, confirmed, conveyed, given, set aside, and transferred unto the other, including but not limited to all rights of community, curtesy, dower, family rights upon probate, homestead, joint tenancy, and tenancy by the entirety, whether choate or not.

18. Each party represents and warrants that he or she has made a full disclosure of all her or his property and that neither has knowledge of any other property of any kind in which the party so representing has any beneficial interest. All property unmentioned herein shall not have its ownership or possession affected hereby.

19. Each party releases all right to share in the estate or any future interest of the other, or to serve as administrator or executor of the state of the

other, except only as provided by will or codicil executed subsequent to this agreement.

20. Each of the parties shall pay all debts incurred by him or her after the date of this agreement and shall indemnify the other against liability therefor.

21. Husband shall pay to wife as and for her necessary support and maintenance, the lump sum of \$0.00, and in addition, \$0.00 per month, on or before the 10th day of each month, beginning in June 1982 and continuing thereafter until the death, recohabitation, or remarriage of wife, or the death of husband, whichever shall first occur. Payments under this paragraph shall be separate from other payments.

22. Wife shall pay to husband as and for his necessary support and maintenance, the lump sum of \$0.00, and in addition, \$0.00 per month, on or before the 10th day of each month, beginning in June 1982 and continuing thereafter until the death, recohabitation, or remarriage of husband, or the death of wife, whichever shall first occur. Payments under this paragraph shall be separate from other payments.

23. Each party waives and releases all right to reimbursement from the other for attorney's fees heretofore or hereafter incurred.

24. This agreement is integral and complete, and shall not be changed or modified except by mutual agreement and consent of the parties, expressed in writing. This agreement supersedes all previous agreements. This agreement shall be binding upon the parties and their respective administrators, assigns, executors, heirs, and other successors.

25. Until their majority or earlier emancipation, the wife shall have the sole care, control, and custody of the following children: Kevin Dale.

26. Until their majority or earlier emancipation, husband shall have the sole care, control, and custody of the following children: none.

27. Neither party shall remove any of the unemancipated children to a permanent abode outside this state without the prior written consent of the other. Each custodial party agrees to inform the other of all changes in address.

28. The noncustodial party shall have the right to visit the children, individually or together, at reasonable times at their place of residence, and may take them away for reasonable times and intervals. However, visitation rights shall not be exercised so as to interfere with the education and normal social and school activities of any of the children.

29. Unless agreed otherwise, each party exercising visitation rights shall pick up the children at the residence of the other, and the custodial party shall pick up the children at the residence of the visiting party at the conclusion of the visit. Advance notice of one day of a decision not to exercise previously agreed upon visitation is required.

30. The parties may freely agree to any different arrangements for visitation from time to time, as future exigencies and the welfare of the children may require, but no such arrangement shall be deemed to amend this agreement unless expressed in writing, signed by both parties. Each of the parties shall at all times in good faith endeavour to maintain in all the children affection and respect for the other.

31. The noncustodial party shall pay to the custodial party for the care, education, maintenance, and support of each child the sum of \$0.00 per week, beginning in June 1982. Support obligation for each child shall cease upon that child's emancipation. Emancipation is the first to occur of the following:

- a) death of child,
- b) marriage of child,
- c) full, gainful, and permanent employment of child,
- d) entry upon active duty in the Armed Forces of the United States of child,
- e) loss of citizenship of child,

f) 19th birthday of child;

however the emancipation of any child shall be postponed beyond the event that would otherwise result in emancipation, if, at the time of such event, the child is enrolled as a full-time student in an accredited institution of higher learning. Instead, the emancipation event for any such child shall be the first to occur of the following:

- a) termination of full-time enrollment in an accredited institution of higher learning,
- b) graduation from such an institution,
- c) attainment of 23d birthday.

32. This agreement shall become effective when executed by both parties, and remain effective if included in a divorce decree.

BOOK 48 PAGE 184

Walter R. Payne  
Husband

Pauline Ellen Menley Payne  
Wife  
4th day of Sept. 1982  
Mosley Barker, notary public  
State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEP. 20 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

I, a notary public in and for the State of ~~Alabama~~ <sup>FLORIDA</sup> at Large, hereby certify that Pauline Ellen Menley Payne, wife, whose name is signed to the foregoing, and who is made known to me, acknowledged before me this day, that, being informed of the contents of the foregoing separation and property settlement agreement, she executed the same voluntarily on the 4th day of September 1982.

Given under my hand and official seal this 4th day of September 1982.

Mosley S. Barker  
Notary public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB 20 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

I, a notary public in and for the State of ~~Alabama~~ <sup>FLORIDA</sup> at Large, hereby certify that Donnie Robert Payne, husband, whose name is signed to the foregoing, and who is made known to me, acknowledged before me this day, that, being informed of the contents of the foregoing separation and property settlement agreement, he executed the same voluntarily on the 23 day of September 1982.

Given under my hand and official seal this 23 day of September 1982.

Steve Seals  
Notary public

My commission expires 15 February 1986

RECEIVED ALABAMA  
COUNTY CLERK  
JAN 4 1983

1983 JAN -4 AM 8:22

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

Recd 12.00  
Jud 1.00  
13.00