

IN RE: THE MARRIAGE OF
ELVA STERLING McCLURE,
Plaintiff,

FILED
IN OFFICE

IN THE CIRCUIT COURT
TENTH JUDICIAL CIRCUIT
FOR JEFFERSON COUNTY, ALABAMA
IN EQUITY

vs.

'83 JAN 13 A8:35)

KYLE WALTER McCLURE,

Defendant.

D.I. COCKRELL
REGISTER

CIVIL ACTION NO:

DR 82 502-704 WCZ

E.O.B.

FINAL JUDGMENT OF DIVORCE

The above-named parties have reached a settlement of all matters and issues presented by and in Complaint for Divorce, heretofore filed in this cause, and their respective attorneys executed, for and on their behalf and with full authority, a Memorandum Agreement, setting forth the matters agreed on, which are contained in this Final Judgment of Divorce.

It is, therefore, ORDERED and ADJUDGED by the Court, by consent, as follows:

1. That the bonds of matrimony heretofore existing between the parties are dissolved, and the said Elva Sterling McClure and the said Kyle Walter McClure are divorced each from the other.
2. That neither party shall marry again except to each other until sixty (60) days after the date of this Judgment of Divorce, and if an appeal is taken (which must be instituted within forty-two (42) days from this Judgment, or from the date that a post-trial motion is denied), then neither party shall marry again except to each other during the pendency of the appeal.
3. Defendant shall pay to Plaintiff the sum of Three Hundred and no/100 (\$300.00) Dollars per month as periodic alimony for a period of twenty-four (24) months, with the first such installment of periodic alimony in the amount of Three Hundred and no/100 (\$300.00) Dollars being due and payable on January 1, 1983, and a like sum on the first day of each month to and including December 1, 1984. Said periodic alimony shall terminate on the death or remarriage of Plaintiff.
4. Defendant shall pay to Plaintiff the sum of Fifty Thousand and no/100 (\$50,000.00) Dollars, as alimony in gross, payable as follows: Twenty-Five Thousand and no/100 (\$25,000.00) Dollars within sixty (60) days from the date hereof, Twelve Thousand Five Hundred and no/100 (\$12,500.00) Dollars on or before the fifteenth (15th) day of December, 1983, the balance of Twelve Thousand Five Hundred and no/100 (\$12,500.00) Dollars on or before the fifteenth

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(15th) day of December, 1984. A lien is hereby imposed and engrafted on and against all the real and personal property of Defendant to secure the payment of said Fifty Thousand and no/100 (\$50,000.00) Dollars as alimony in gross, including but not limited to the residence, the drug store and automobiles of Defendant. This lien shall be released and discharged in full at such time as the total sum of Fifty Thousand and no/100 (\$50,000.00) Dollars has been paid to Plaintiff.

This Final Judgment of Divorce shall be filed for record in the Offices of the Judge of Probate of all Counties in The State of Alabama wherein Defendant owns or has an interest in real and/or personal property, so as to give constructive notice to all parties of the said lien. The Court hereby retains jurisdiction of this cause in order to enforce said lien.

5. Defendant shall have and is hereby awarded the residence of the parties and the real property on which same is situated, located at: Route One, Box 440 A, Trussville, Alabama, 35173, and Plaintiff shall execute and deliver to Defendant a good and sufficient conveyance, conveying to Defendant all of Plaintiff's right, title, interest and claim in and to said real property. Defendant shall also have and is hereby awarded the Trussville Drug Store, together with all of its accounts receivables, inventory, good will, name and furniture, fixtures and equipment. Plaintiff shall execute a good and sufficient Bill of Sale, conveying all of her right, title, interest and claim in and to said drug store to Defendant.

6. Plaintiff shall have and is hereby awarded all of the furniture, furnishings, fixtures and household belongings in the residence with the exception of the following items, which are awarded to Defendant:

Den couch.	Roll top desk.	Personal effects.
Single bed.	Reclining Chair	
Unpainted chest of drawers.	Side by side, gold-colored Whirlpool refrigerator.	
Draperies and hardware.		

7. Plaintiff shall vacate and deliver up possession of the residence of the parties, located at: Route One, Box 440 A, Trussville, Alabama, 35173, at such time as she is paid the first installment in the amount of Twenty-Five Thousand and no/100 (\$25,000.00) Dollars, due on alimony in gross award as set forth in Paragraph Four, above, and on receipt of said sum of Twenty-Five and

and no/100 (\$25,000.00) Dollars, Plaintiff shall forthwith vacate said residence and remove therefrom all the items of furniture, furnishings, fixtures and household belongings awarded to her in Paragraph Six, above.

8. Plaintiff shall have and is hereby awarded a certain 1980 Oldsmobile automobile, free and clear of all liens, security agreements and encumbrances.

9. Defendant shall have and is hereby awarded all other automobiles acquired by the parties during the marriage.

10. Defendant shall pay all debts incurred during the marriage, and shall hold Plaintiff harmless from same.

11. Plaintiff and Defendant are each awarded one-half ($\frac{1}{2}$) of the value of the Certificate of Deposit or Treasury Bill, upon maturity. The parties have agreed that the approximate total value of said Certificate of Deposit or Treasury Bill is Thirteen Thousand Four Hundred and no/100 (\$13,400.00) Dollars.

12. Plaintiff shall have and is hereby awarded her IRA account, and same is hereby confirmed in her name.

13. Defendant shall pay to Plaintiff the sum of Two Thousand and no/100 (\$2,000.00) Dollars, as an attorney's fee, for her attorney, Douglas Corretti, for providing to her legal services in this cause.

14. Plaintiff and Defendant shall each pay the Court costs incurred by them in this cause.

DONE and ORDERED this 13th day of January, 1982.

ORIGINAL SIGNED BY
W. C. ZANATY, JR.

CIRCUIT JUDGE, IN EQUITY SITTING

APPROVED:

Douglas Corretti
Douglas Corretti, Attorney for Plaintiff

Michael L. Tucker
Michael L. Tucker, Attorney for Defendant

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

1983 JAN 18 AM 8:34

Thomas G. Lawrence
JUDGE OF PROBATE

Rec'd 4.50
Ind 1.00
5.50