

IN RE: THE MARRIAGE OF

Dkt. 500-468 JCB

No. _____

JAMES NEAL ALLEN

PLAINTIFF.

and

MARY K. ALLEN

DEFENDANT.

CIRCUIT COURT
TENTH JUDICIAL CIRCUIT OF ALABAMA
CIVIL ACTION
IN EQUITY

FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for final judgment upon the pleadings and proof as noted. Upon consideration thereof, it is ordered and adjudged by the Court as follows:

FIRST: That the bonds of matrimony heretofore existing between the parties are dissolved, and the said

James Neal AllenMary K. Allen

and said

are divorced each from the other.

SECOND: 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 again marry except to each other during the pendency of the appeal.

THIRD: That the costs of Court accrued herein are hereby taxed against the Defendant.

FOURTH: It is further ordered, adjudged and decreed by the Court that the agreement of the parties filed in this cause, attached hereto, is hereby ratified and approved and made a part of this decree the same as if fully set out herein, and the parties of this cause are ordered to comply therewith.

FIFTH: That the defendant may resume the use of her former name, "MARY K. BLAYLOCK."

**** LAST ITEM ****

DONE and ORDERED this the 30 day of January, 1980

Copies of this Judgment mailed pursuant to Rule 77(d) of the Alabama Rules of Civil Procedure this date.

Dated: 1-30, 1980

15/ JGBCircuit Judge,
Civil Division
In EquityTHOMAS E. REYNOLDS

301 TITLE BUILDING

2030 3RD AVE. NO.

BIRMINGHAM, ALA. 35203

JAMES NEAL ALLEN,
PLAINTIFF,
V.
MARY K. ALLEN,
DEFENDANT.

) IN THE CIRCUIT COURT OF THE
) TENTH JUDICIAL CIRCUIT OF
) ALABAMA

DR 80 500-468 JGB
CASE NO

AGREEMENT OF THE PARTIES

WHEREAS, James Neal Allen has filed a Bill of Complaint for Divorce against Mary K. Allen in the Circuit Court of the Tenth Judicial Circuit of Alabama, and

WHEREAS, the parties have agreed with each other as to the settlement of their affairs and have expressed the desire that this agreement be made a part of any final judgment of divorce which may be rendered in this cause,

It is, therefore, agreed and understood by and between the parties as follows:

1. That the plaintiff is awarded the couch, end tables, coffee table, leather chair, mirror, king size bedroom suite, twin beds, portable television, stereo set and its cabinet.

2. That the defendant is awarded the antique chair, library table, antique bedroom suite, dining room suite, console television, rocking chair, and china.

3. That the crystal, silver, bric-a-brac, kitchen utensils and small appliances shall be divided between the parties.

4. That the defendant shall not be required to take possession of the aforesaid furniture, furnishings and household goods until 60 days after any decree rendered herein. It is agreed

and understood by and between the parties that the plaintiff shall give the defendant peaceable possession of the aforesaid items upon reasonable notice to him.

5. That the former residence of the parties located at 1205 Hickory Hills Drive, Alabaster, Alabama 35007 is awarded to the plaintiff. At such time as the said residence may be sold, or no later than January 1, 1990, the plaintiff shall pay to the defendant the sum of Five Thousand Dollars (\$5,000.00) which amount shall represent the defendant's interest in the said former residence.

6. That the 1979 Buick automobile is awarded to the defendant who shall assume the payments due thereon to General Motors Acceptance Corporation and shall hold harmless and indemnify the plaintiff from liability thereon. The 1955 Chevrolet automobile is awarded to the plaintiff.

7. That the defendant shall pay the debts to GMAC, Pizitz, Aland's, Blach's, St. Vincent's Hospital, Dr. Ronald Henderson, Alabama Central Credit Union, Anesthesiology Associates, and First Bank of Alabaster. The defendant shall hold harmless and indemnify the plaintiff from liability on any of the aforesaid debts.

8. That the plaintiff shall pay the attorney's fee of the Hon. Drayton N. James for professional services rendered on behalf of the plaintiff in this cause, and shall also pay court costs and commissioner's fee accrued herein.

9. Each party hereto shall be fully relieved by the other from any obligation, future or otherwise, for alimony, support, maintenance, attorney's fees or otherwise, and each party accepts the provisions of this agreement in full satisfaction of all property rights and all obligations of support or otherwise arising out of the

marital relationship of the parties. Each party, except as hereinabove provided, hereby releases the other party and his or her respective heirs and personal representatives, from all claims of any kind and specifically relinquishes any right, title or interest in or to any earnings, accumulations, future investments, money, or property of the other party.

10. Each of the parties hereto expressly acknowledges and agrees that each has entered into this agreement upon his or her mature consideration; that the consent to the execution of this agreement has not been obtained by duress, fraud, or undue influence of any person; that all material facts have been fully disclosed by each party to the other; and that this agreement is fair and reasonable.

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Shelby D. Cox
WITNESS

Saxman
WITNESS

James Neal Allen
JAMES NEAL ALLEN

Mary K. Allen
MARY K. ALLEN

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

1984 MAR 26 PM 1:23

Notary Public
JAMES L. FLEWELL

Rec 6.00
Ind 1.00
7.00