

The State of Alabama, Shelby County

CIRCUIT COURT

CIVIL ACTION NO. DR-84-091

RAYMOND D. VICK, SR. Plaintiff,

vs.

GAYLE ROBERTSON VICK, Defendant.

This cause coming on to be heard was submitted upon Bill of Complaint, Answer and Waiver of on Defendant, 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 Raymond D. Vick, Sr. is forever divorced from the said Gayle Robertson Vick

for and on account of incompatibility of temperament between the parties.

It is further ordered by the Court that the Agreement of the Parties, a copy of which is annexed to the Complaint as Exhibit "A", and the original of which is attached hereto as Exhibit "A", should be and the same is hereby ratified, approved and confirmed by the Court and made a part of this divorce judgment and made fully binding on both parties hereto.

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 the Plaintiff pay the cost herein to be taxed, for which execution may issue.

This 22 day of March, 19 84

Robert R. Armstrong Jr.
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 22 day of March, 19 84.

Kyle Lansford
Register of Circuit Court

EXHIBIT "A"

STATE OF ALABAMA)

AGREEMENT OF THE PARTIES

SHELBY COUNTY)

WITNESS THIS AGREEMENT entered into the 21st day of March, 1984, by and between RAYMOND D. VICK, SR., hereinafter referred to as "Husband", and GAYLE ROBERTSON VICK, hereinafter referred to as "Wife", WITNESSETH:

WHEREAS, the parties hereto are presently Husband and Wife, but have been living separate and apart since January 12, 1984, and said Husband is presently contemplating filing a Complaint for divorce against Wife on the ground of incompatibility of temperament; and,

WHEREAS, the parties hereto wish to provide by agreement for the final disposition of all of their assets and liabilities and for waiver by both parties of any present, future or contingent alimony or right to support.

NOW, THEREFORE, in consideration of the above premises and in further consideration of the mutual covenants set out herein below, the parties hereto do hereby agree, covenant and contract as follows:

1. In the event a divorce is granted in this cause to the Husband, this Agreement of the Parties shall be made a part and parcel of any divorce judgment rendered in said cause and shall be fully binding on both parties hereto, subject to approval of the Court.
2. Both parties acknowledge that the Wife is not now pregnant by the Husband.
3. The parties have heretofore divided all of their clothing and personal belongings and such division is made final as to each of them.

The Wife is to be vested with all of the household furniture, appliances and furnishings located in the residence of the parties at the time of their separation, all of which are fully paid for except for the financing by AETNA Finance Company. The Husband shall be solely responsible for paying such financing, and he is to indemnify and hold the Wife harmless from any default under such financing.

4. The parties presently own as joint tenants, with the right of survivorship, the residential house and lot at Route 1, Box 118,

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Harpersville where they resided during their marriage and up to the time of their separation. This joint ownership by the parties was acquired under that certain deed dated February 2, 1979 from John Cook (the Wife's former husband), and recorded in Deed Book 317, at Page 625, in the Office of the Judge of Probate of Shelby County, Alabama, and their ownership is subject to the parties' mortgage to Iron & Steel Credit Union dated February 2, 1979 and recorded in Mortgage Book 387, at Pages 968-970, in said Probate Records, securing an initial principal sum of \$16,557.47 (being \$14,000.00 for John Cook's one-half interest and approximately \$1,500.00 to pay-off the initial mortgage from John and Gayle Cook). The parties intended for the deed and mortgage on February 2, 1979 to vest each of them with an undivided one-half interest in this property. At the present time the balance due on their mortgage is approximately \$15,000.00, which is somewhat less than one-half of the present market value of this property.

The parties intend that after this divorce: (a) each of them will own an undivided one-half interest in this real estate, without the right of survivorship; (b) the Wife will be solely responsible for all obligations under the mortgage, including the monthly installments beginning with the next due date, property taxes beginning with the 1984 Tax Year, and hazard insurance beginning on April 20, 1984; (c) when the mortgage is paid in full the Husband's one-half interest will be conveyed to the Wife; and, (d) if the Wife fails to comply with all mortgage obligations the property will be sold, with the Husband receiving one-half of the sale proceeds and the Wife's one-half of the proceeds being first applied in full payment of the mortgage.

The parties, therefore, request the Court to enter the following order:

A. The parties' present ownership of the following described property as joint tenants is hereby divided and the right of survivorship is hereby severed so that henceforth Raymond D. Vick, Sr. is vested with an undivided one-half interest as a tenant in common, without the right of survivorship, with Gayle Robertson Vick in and to the following described property, with his interest free and clear of any lien or encumbrance, and Gayle Robertson Vick is hereby vested

with an undivided one-half interest as tenant in common, without the right of survivorship, with Raymond D. Vick, Sr. in and to the following described property, with her interest being subject to the aforesaid mortgage of the parties to Iron & Steel Credit Union, to-wit:

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The following described property situated in Shelby County, Alabama: A part of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 27, Township 19, Range 1 East, more particularly described as follows: Commence at the NW corner of said NE $\frac{1}{4}$ of NE $\frac{1}{4}$ and run thence in an Easterly direction along the Northern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 200 feet to the point of beginning of the property herein conveyed; thence turn to the right and run in a Southerly direction parallel with the western boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 350 feet to a point; thence turn to the left and run in an Easterly direction parallel with the Northern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 125 feet to a point; thence turn to the left and run in a Northerly direction parallel with the Western boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 350 feet to a point on the Northern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn to the left and run along the Northern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section in a Westerly direction a distance of 125 feet to the point of beginning. ALSO: A right-of-way described as follows: Commence at the NW corner of the above said W $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ for the point of beginning; thence East 200.0 feet; thence South for 25.0 feet; thence West for 200.0 feet; thence North for 25.0 feet to the point of beginning.

B. Gayle Robertson Vick, or her heirs, shall be solely responsible for making all payments under said mortgage and meeting all other obligations of the parties under said mortgage.

C. Concurrent with the payment of all indebtedness secured by the parties' mortgage, Raymond D. Vick, Sr., or his heirs, shall convey to Gayle Robertson Vick, or her designee or heirs, all of his undivided one-half interest in and to this real estate.

D. In the event of default under the mortgage Raymond D. Vick, Sr., or his heirs, may protect his interest in the property by making such payments to the mortgage holder as are necessary to prevent foreclosure of the mortgage.

E. In the event of default under the mortgage, the Court is to reserve jurisdiction upon petition of Raymond D. Vick, Sr., or his heirs, to order sale of the property and to provide for payment to Raymond D. Vick, Sr., or his heirs, of the value of his unencumbered, undivided one-half interest, after payment of said mortgage out of the encumbered, undivided one-half interest of Gayle Robertson Vick.

5. The Wife is to be awarded full title to the 1978 Buick Regal automobile, VIN 4M47H8G159242, that was acquired by the Husband during the separation of the parties, which is fully paid for. The Husband shall execute a Bull of Sale conveying his interest in this automobile

to the Wife and cooperate with her in having the Certificate of Title for this automobile issued in her name.

6. The Husband is to be awarded full title and ownership of the 1982 Toyota automobile titled in his name and jointly financed by the parties with Iron & Steel Credit Union. The Husband shall be solely responsible for payment of such financing and is to indemnify and hold the Wife harmless from any default under such financing.

7. The Wife desires to release and shall have no claim or interest in any real estate owned by the Husband at the time of their marriage (including, but not limited to, the residential real estate conveyed to him by that certain deed from his former wife dated March 5, 1975 and recorded in Deed Book 291, at Page 220, in said Probate Records) or the other motor vehicles belonging to the Husband, namely, a 1972 Ford pick-up truck and a 1949 Chevrolet coupe.

8. All debts incurred during this marriage and up to this date for family purposes or necessities have been or will be paid by the Husband, including the Penney's account, the Wife's dental bill, and utilities used by the Wife at their marital residence.

9. The Husband and the Wife each waive any present, future or contingent alimony to which he/she may be entitled, and they each further relinquish and forfeit any and all right to support or alimony to one another.

10. The Husband shall pay the entire cost of these divorce proceedings, including legal fees and Court costs.

IN WITNESS WHEREOF we have hereunto set our hands and seals on the date and year first written above.

WITNESS:

Wade K. Morton, Jr.

Raymond D. Vick, Sr. (SEAL)

Margaret A. Vick

Gayle Robertson Vick (SEAL)

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

1984 MAR 29 AM 11:08

Thomas A. Hamilton, Jr.
JUDGE OF PROBATE

Rec. 750
Ind 100
850

70 debt Tax
WADE MORTON