

IN RE: THE MARRIAGE OF DR 83 500 042 J012
No.

CAROL PARK ANSELMO
PLAINTIFF.

CIRCUIT COURT
TENTH JUDICIAL CIRCUIT OF ALABAMA
CIVIL ACTION
IN EQUITY

and
SAMMY A. ANSELMO
DEFENDANT.

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
CAROL PARK ANSELMO

and said
SAMMY A. ANSELMO
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 to this cause are ordered to comply therewith.

****LAST ITEM****

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FILED
JAN 6 1983
CIVIL DIVISION
EQUITY

DONE and ORDERED this the 5th day of January, 1983.
Copies of this Judgment mailed pursuant to Rule 77(d) of the Alabama Rules of Civil Procedure this date.

Dated: Jan 7, 1983.
William J. Hanning Jr.

JOE G. BARNARD
Circuit Judge,
Civil Division
In Equity

Pl. 1 Box 322
Helena, Ala. 35080

CIRCUIT COURT
TENTH JUDICIAL CIRCUIT OF ALABAMA

IN RE: THE MARRIAGE OF

CAROL PARK ANSELMO,

Plaintiff

vs.

SAMMY A. ANSELMO,

Defendant

500 042
CIVIL ACTION NO.

[EQUITY]

AGREEMENT

A Complaint has been filed in this cause, and without this being an agreement for divorce, both parties do, in the event of a Final Judgment of Divorce, agree that the following shall be made a final part thereof, as if written therein, by being attached thereto, said Agreement being complete concerning the care, custody and control of the minor son, his care, custody and control, and disposition of personal and real property, viz:

It is the mutual agreement of the parties hereto that,

1. Defendant, father, shall have the care, custody and control of the minor son of the parties, namely, Anthony John Anselmo. Plaintiff, mother, shall have the right of reasonable visitation with said child.

2. The residence of the parties located at Route One, Box 322, Helena, Alabama 35180, shall be placed upon the market for sale immediately, and shall be sold as soon as possible for the best possible price. From the proceeds of the home shall be paid the mortgage existing thereon and the costs and expenses of sale, the home improvement note at the First Alabama Bank, Sears and Roebuck, and GMAC for the Plaintiff's 1980 Datsun automobile. From the net proceeds then remaining, the Plaintiff shall receive a minimum of \$75,000, or shall receive one-half (1/2) of the net

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proceeds, whichever is greater. Pending the sale of the residence, the parties contemplate that they shall each continue to live in said residence, but not with the intent of resuming the marital relationship. It is agreed that the home, under such conditions, shall be used purely as a residence and any social or family entertaining or visiting shall be done on premises other than the home, unless both parties agree thereto. The parties shall also alternate weeks occupying and sleeping in the master bedroom.

3. For so long as the Plaintiff continues in her present employment, she will continue to carry the children of the parties on her hospital insurance as long as such coverage is permitted, or until the children finish their education, whichever come first. The Defendant shall continue to keep in force and effect, his present \$50,000 life insurance policy, which said policy shall be made payable to a trust created by the Defendant for the children of the parties, which said trust will name an attorney or bank of Defendant's choice as trustee.

4. Title to the Datsun automobile is confirmed in the Plaintiff, and title to the Ford Van is confirmed in the Defendant.

5. Plaintiff shall have as her own the household goods, furnishings and appliances, with the exception of the following items which shall belong to the Defendant:

- | | |
|------------------------------|--|
| 1. All guitars and amps. | 10. Bourbon gift for Bobbie Timmons. |
| 2. All his tools. | 11. Big freezer. |
| 3. Living room furniture. | 12. Microwave. |
| 4. Sears stereo. | 13. Small mixer. |
| 5. Small color TV. | 14. Picasso Bull and Picasso Nude. |
| 6. Harbins couch. | 15. Bedroom suite of the parties. |
| 7. Lounge chair. | 16. All Anselmo family watches, chains and heirloom jewelry. |
| 8. Gold dinner ware. | |
| 9. One-Half (4) of utensils. | |

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The Plaintiff shall have as her own, her horse and all related
hitches, equipment and supplies, and any proceeds from the garage
sale. The parties will split evenly the money in the safety de-
posit box. The piano in the residence shall be deemed to belong
to the minor daughter of the parties, namely, Nancy Anselmo, as
a gift from her parents.

6. Each party shall pay his own attorney fees. The De-
fendant shall pay the \$42.00 filing fee, and Plaintiff shall pay
any additional costs of Court for the action.

WITNESS our hands this the 5th day of January, 1983.

Carol Park Anselmo
Carol Park Anselmo

Arthur J. Anselmo
Witness

Sammy A. Anselmo
Sammy A. Anselmo

Sammy A. Anselmo
Witness

STATE OF ALA. SHCI BY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 JUN 10 PM 1:05

Thomas H. Anselmo, Jr.
JUDGE OF PROBATE

Rec. 10⁰⁰
and 1⁰⁰
11⁰⁰