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IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

JOHN ANDREW KARN,

PLAINTIFF,

VS.

JO ANN KARN,

DEFENDANT.

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CIVIL ACTION NO. DR-85-106

FINAL DECREE

This cause coming on to be heard was submitted to the Court on the Complaint, Answer and Counterclaim of the Defendant, Plaintiff's Answer to the Counterclaim and testimony taken orally before the Court, and with the parties and their respective counsel present and announcing ready for trial, whereupon the Court considers all the evidence offered and finds as follows:

That the parties are entitled to a decree of divorce, and that the Court should determine the distribution of real and personal property, it is therefore;

Considered, Ordered, Adjudged and Decreed by the Court as follows:

1. That the bonds of matrimony heretofore existing between the Plaintiff and Defendant are dissolved and said John Andrew Karn is forever divorced from Jo Ann Karn on account of incompatibility.

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ROBINSON AND WATKINS
ATTORNEYS AT LAW
910 FRANK NELSON BUILDING
BIRMINGHAM, ALABAMA 35203

TELE 1-4292

2. That neither the Plaintiff nor the Defendant shall again marry except to each other until sixty (60) days after the date of this decree, unless an appeal from this decree is taken within forty-two (42) days, in which event neither the Plaintiff nor the Defendant shall marry again except to each other during the pendency of said appeal.

3. That all of the right, title and interest in and to the following described real property is hereby divested from John Andrew Karn and vested in Jo Ann Karn:

Lot 68, according to the Survey of Dearing Downs, 1st Addition, as recorded in Map Book 6, Page 141, in the Probate Office of Shelby County, Alabama. Situated in the Town of Helena, Shelby County, Alabama.

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That the hereinabove described real property was the residence of the parties at the time of their separation and is awarded to the Defendant as alimony in gross. The Plaintiff is responsible to pay all indebtedness on such property to full satisfaction of any mortgage instrument and, upon full payment thereof, such mortgage shall be marked satisfied and delivered to Defendant. This does not require the Plaintiff to accelerate present payments nor does it require the Plaintiff to pay the entire balance due by a lump sum payment.

The Court is mindful that the Defendant may, at some

time, desire to sell the real property and residence. In the event that the Defendant sells said real property and residence, prior to the date that the now existing mortgage indebtedness is paid in full, the Defendant shall take a portion of the purchase price and pay off the outstanding indebtedness, and the Plaintiff shall pay to the Defendant the same monthly payment amounts then existing under the terms of the note and mortgage instrument until paid in full. This is to allow the Defendant the freedom to sell her property, while at the same time not requiring the Plaintiff to pay off the mortgage in one lump sum.

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4. That the following personal property items are awarded to the Defendant.

(A) 1983 Chevrolet Cavalier, which has a debt owing and which she is to be responsible for payment therefor.

(B) Household furniture and furnishings, not otherwise given to the Plaintiff.

(C) Her personal effects.

5. The Plaintiff is awarded the following personal property items:

(A) His tools.

(B) Photography equipment.

(C) His books.

(D) His records.

(E) His choice of a dining room suite.

(F) His automobile.

The Plaintiff is granted 30 days to remove his personal

property items from the residence house.

6. The Plaintiff is awarded all monies, funds or investments he now has in the APCO credit union savings account, in his Southern Company Stock Plan, and in the Southern Company Pension Plan. The Plaintiff is further awarded any cash on hand or in banks solely in his name at this time.

7. The Defendant is hereby awarded all monies, funds or investments which are in certificates of deposit, savings accounts, checking accounts, or I.R.A.'s which are currently solely maintained in her name.

8. Plaintiff shall pay all joint debts incurred during the course of the marriage of the parties except for the debt on the 1983 Chevrolet awarded to the Defendant and any debt owing on the purchase of the Defendant's cello.

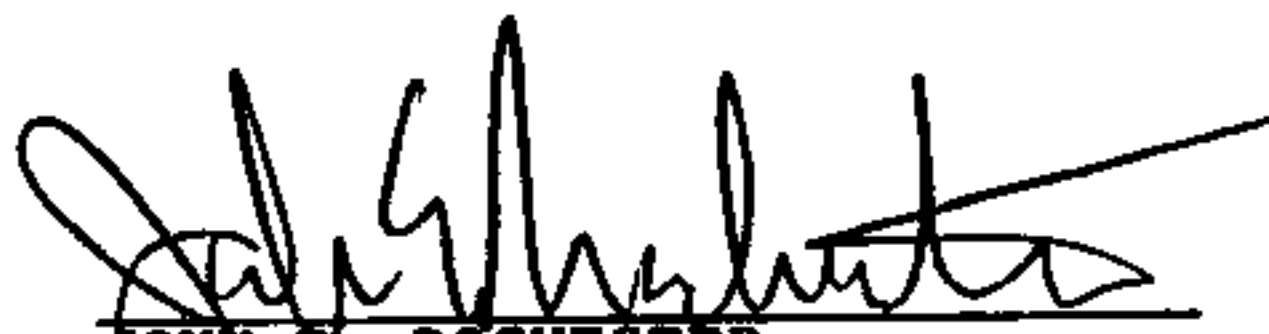
9. That an attorney's fee in the amount of Two Thousand (\$2,000.00) Dollars is allowed Defendant's attorney of record for her services to the Defendant in this case and as such, Judgment in the amount of \$2,000.00 is hereby entered in favor of the Defendant and against the Plaintiff.

10. That the Clerk of this court is directed to file a copy of this decree in the Probate Records of Shelby County, Alabama, deed records, for listing in both the direct and indirect indexes (indices), which said direct index shall

indicate a conveyance of the real property listed in paragraph 3 from John Andrew Karn to Jo Ann Karn, and which said indirect index shall reflect that Jo Ann Karn received the conveyance of property in paragraph 3 from John Andrew Karn.

11. That the costs in this case are taxed to the Plaintiff.

Done and Ordered this 21st day of February, 1986.


JOHN E. ROCHESTER
DISTRICT JUDGE
SITTING AS CIRCUIT JUDGE


FILED IN OFFICE THIS THE 25 DAY
OF Feb, 1986



Circuit Clerk and Register
Shelby County, Alabama

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

1986 FEB 28 AM 11: 07


JUDGE

RECORDING FEES	
Recording Fee	\$ <u>12.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>13.50</u>

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