

The State of Alabama, Shelby County

CIRCUIT COURT

CIVIL ACTION NO. DR-85-152

JOHN MILTON MATHERSON

Plaintiff

vs.

JOAN WHITE MATHERSON

Defendant

This cause coming on to be heard was submitted upon Bill of Complaint, Answer and Waiver of Defendant on Commission to Take Depositions on Oral Examination, 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 _____

John Milton Matherson

is forever divorced from the said _____

Joan White Matherson

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

It is further considered, ordered, adjudged and decreed by the Court that the Agreement of the parties, a copy of which is attached hereto as Exhibit "A", should be and the same is hereby ratified, approved and confirmed by the Court and shall be made a part and parcel hereof as fully as if set out herein and the same shall be fully binding on both plaintiff and defendant.

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 John Milton Matherson plaintiff, _____ pay the cost herein to be taxed, for which execution may issue.

This 7 day of May, 19 85

Robert R. Armstrong
Judge Circuit Court

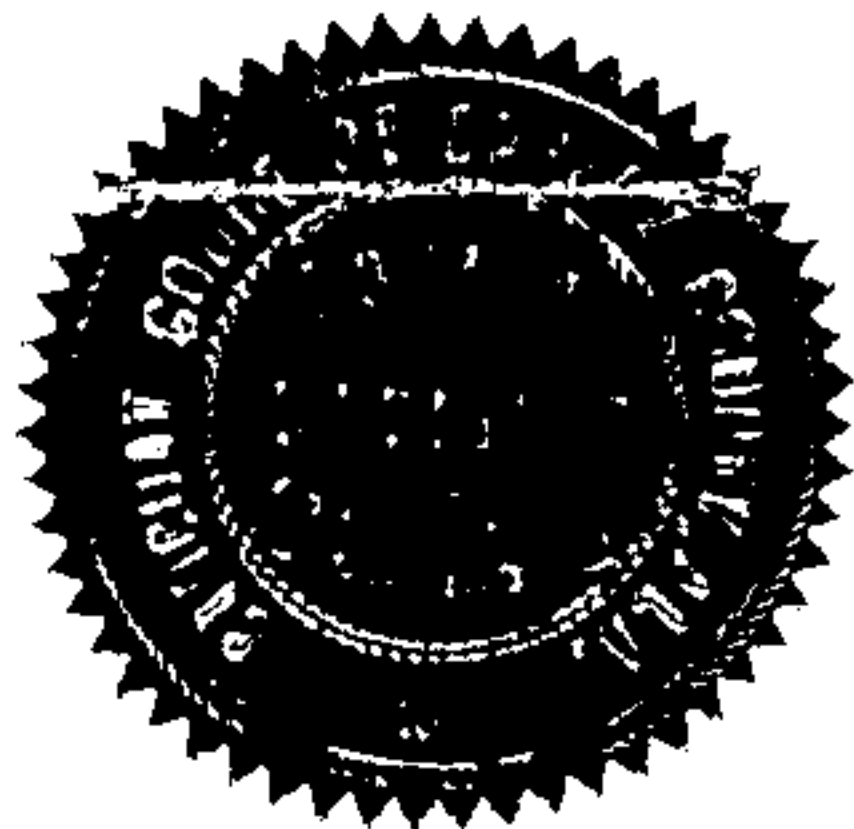
I, Kyle Lansford, Register

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 7th day of

May, 19 85

Kyle Lansford
Register of Circuit Court



STATE OF ALABAMA)

EXHIBIT "A"

SHELBY COUNTY)

WITNESS THIS AGREEMENT entered into this 2nd
day of May, 1985, by and between Joan White
Matherson, hereinafter referred to as "Wife", and John Milton
Matherson, hereinafter referred to as "Husband";

WHEREAS, the parties hereto are presently husband
and wife and are contemplating obtaining a divorce, and

WHEREAS, the parties hereto wish to provide by
agreement for the fair and orderly dissolution of their
marriage subject to Court approval:

NOW, THEREFORE, in consideration of the above
premises, and in further consideration of the hereinafter
stated conditions and agreements, the parties hereto do
hereby agree, covenant and contract as follows:

1. In the event a divorce is granted in the above
referred to cause, this agreement shall be made a part and
parcel of any final decree rendered therein and shall be
fully binding on both parties hereto, subject to court
approval.

2. CUSTODY AND VISITATION: Said wife shall
receive and be awarded the care, custody and control of the
minor child(ren) born to the marriage of the parties, namely,
John Christian Matherson, a minor 12 years of age, subject
to the following rights of visitation in favor of said
husband: Said husband shall have the right to visit with said
child and have said child visit with him at all reasonable times
and places and said wife agrees to coordinate said visitation
with his work schedule to the best of her ability and convenience,
and said husband agrees to give as much advanced notice as
possible of any intended visitation. Each of the parties
agrees that if either of them has knowledge of any illness
or accident or other circumstances seriously affecting the
health or welfare of the child(ren), the husband or wife, as
the case may be, will promptly notify the other of said
circumstances.

3. DIVISION OF PERSONAL PROPERTY: The parties
have heretofore divided or agreed to a division of their
personal property to their mutual satisfaction and the list
of divisions follows the end of this paragraph. Henceforth,
each of the parties shall own, have and enjoy, independently
of any claim or right of the other party, all items of
personal property of every kind, nature, and description and
wheresoever situate, which are now owned or held by, or
which may hereafter belong or come to the Husband or the
Wife, with the full power to the Husband or the Wife to
dispose of the same as fully and effectually, in all respects
and for all purposes, as if he or she were unmarried. Both
parties shall execute upon request at any time, bills of
sale or title transfers conveying title to the other party
any property awarded to such party.

The following is a list of the personal property which has been specifically given to the husband:

- (a) All his personal effects and clothing.
- (b) 1979 Chevrolet pickup truck which is paid for.
- (c) Said husband shall receive and be awarded all personal property now in his possession and control.

The following is a list of the personal property which has been specifically given to the wife:

- (a) All of her personal effects and clothing.
- (b) All personal property in her possession and control.
- (c) 1981 Toyota Corola station wagon which is paid for and 1985 Chevrolet S-10 pickup which is not paid for and which is in said wife's name and she will be responsible for making all payments as they become due.

4. COUNSEL FEES: The husband will pay the total cost of the divorce in the amount of \$357.00.

5. DEBTS: Each party will pay all debts and obligations that are in his or her name individually. Said wife shall pay for the car as mentioned above and husband will pay for the house and real estate of the parties as hereinafter provided.

6. REAL ESTATE: Said husband shall be awarded the house and real estate and all personal property in the house and shall be responsible for paying the mortgage due on the same to Jefferson Federal Savings & Loan as the same becomes due. Said husband shall hold said wife safe and harmless from any failure on his part to pay said mortgage indebtedness.

It is understood that said wife will have the house trailer or mobile home which is in her name only and she shall be responsible for paying the indebtedness due thereon.

7. SUPPORT: Said wife agrees that she is not asking for child support. Said wife shall continue to maintain the hospital insurance which she has on said child with her employment and said wife shall pay all doctor, dental and drug and medical bills not covered by the insurance. Said wife shall have the right to claim said child as a dependent for State and Federal Income tax purposes.

8. ENTIRE AGREEMENT: Both the legal and practical effect of this Agreement in each and every respect and the financial status of the parties has been fully explained to both parties, and they both acknowledge that it is a fair agreement and is not the result of any fraud, duress or undue influence by either party upon the other party or by any other person or persons upon either, and they further agree that this Agreement contains the entire understanding of the parties. There are no representations, promises, warranties, covenants, or other undertakings other than those expressly set forth herein.

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

Dorothy Jackson
Witness

John Miller Matheson (SEAL)
Husband

Dorothy Jackson
Witness

Joan White Matheson (SEAL)
Wife

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STATE OF ARIZONA
COUNTY OF MARICOPA
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