

H. L. Conwill

93
IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA
CIVIL DIVISION

SHERWOOD STAMPS AND JOHN
F. DE BUYS, JR.,

PLAINTIFFS

VS.

JAMES MAY, JAMES' J. ODOM,
JR., AMERICAN DRUGGISTS
CO., AND PIONEER BONDING AND
INSURANCE AGENCY,

DEFENDANTS

CASE NUMBER: CV-84-315

ORDER AND DECREE

26
084 PAGE
BOOK
This cause coming on to be heard and being submitted for a decree, and it being considered and understood by the Court, the Court is of the opinion that the land described in the Complaint and made the basis of this suit (hereinafter "Land") in question should be divided as hereinafter set forth.

It appears that the Land was purchased by Plaintiffs and Defendant James May on, to-wit: the 25th day of August, 1975. Subsequent thereto, James May mortgaged his undivided one-third (1/3) interest in said real estate to Birmingham Trust National Bank on, to-wit: the 22nd day of June, 1982, said mortgage being recorded in the office of the Judge of Probate of Shelby County, Alabama in Mortgage Book 421 Page 438 as corrected by mortgage recorded in Mortgage Book 421 Page 696 in said Probate Office. Subsequent thereto, James W. May on, to-wit: the 22nd day of July, 1982 further mortgaged his undivided one-third (1/3) interest to American Druggists and Insurance company and

FILED IN OFFICE, This the JUN 05 1986
of _____ 15 _____

RE S Box 335
Montevallo, AL 35115

Kyle Sanford

Register Circuit Court of
Shelby County, Alabama

Pioneer Bonding and Insurance Agency, which said mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama at Mortgage Book Page 588.

Subsequent to the initial filing of this suit, Defendant James J. Odom, Jr. acquired the interest of Birmingham Trust National Bank by assignment recorded in Book 033 Page 314 of the Office of the Judge of Probate of Shelby County, and foreclosure proceedings were initiated resulting in James J. Odom, Jr. owning the property as evidenced by a deed recorded in said Probate Office in Book 051 Page 659. The foreclosure of the mortgage occurred on the 20th day of November, 1985.

Defendant James May was served a copy of the Complaint on, to-wit: the 29th day of April, 1985, and failed to plead, answer or respond. On the 11th day of July, 1985, a default judgment was entered against Defendant James May.

Defendant American Druggists Insurance Company and Pioneer Bonding and Insurance Agency were served a copy of the Complaint on the 25th day of November, 1985, and said Defendants have refused to plead, answer or respond. A default judgment was entered against American Druggists Insurance Company and Pioneer Bonding and Insurance Agency on the 4th day of April, 1986.

Plaintiffs have caused M. D. Arrington to survey the Land and to divide the Land into three equal parcels with due regard being given to topography, encumbrances, improvements, road frontage, and any other factors which would affect the value of the lands or any part thereof. The Court has reviewed a survey

of the property together with the proposed division and feels that the property is capable of being fairly divided. The Court further finds that the division of the Land into three parcels by M. D. Arrington is a fair and equitable division, said parcels being described in Exhibits 1, 2 and 3 attached hereto and made a part hereof.

Complainants and James J. Odom, Jr. have agreed that the division by the said Arrington is fair and equitable and Plaintiffs and James J. Odom, Jr. have agreed as to the distribution of the divided portions of the Land so that Sherwood Stamps would own the property described on Exhibit 1, John F. De Buys, Jr. would own the property described in Exhibit 2, and the Defendant James J. Odom, Jr. would own the property described as Exhibit 3.

Although default has been entered against James May, American Druggists Insurance Company and Pioneer Bonding and Insurance Agency, they may hereafter assert some rights in the Land by virtue of previously acquired interests in an undivided one-third (1/3) interest in the land. The Court is of the opinion that any interest which said Defendants may have in the Land pertained to, related to, or arose out of the undivided one-third (1/3) interest previously owned by James May which is now owned by James J. Odom, Jr. as a result of the foreclosure of mortgage hereinabove set forth. The Court is further of the opinion that upon a partition and division of the Land the interests which James May, American Druggists Insurance Company and Pioneer Bonding and Insurance Agency have under the provisions of title 6-5-230, Code of Alabama, 1975, relate to

the property distributed to James J. Odom, Jr., namely Exhibit 3 attached to this order.

It is therefore ORDERED, AJUDGED AND DECREED as follows:

(1) The Land shall be partitioned into three parcels described as Exhibits 1, 2 and 3 attached hereto.

(2) That parcel number 1 described on Exhibit 1 is hereby owned by Sherwood Stamps.

(3) That parcel number 2 described on Exhibit 2 is hereby owned by John F. De Buys, Jr.

(4) That parcel number 3 described on Exhibit 3 is hereby owned by James J. Odom, Jr.

(5) That any easements, restrictions, rights-of-way on record, or any other encumbrances on the Land which pertain to the separate parcels as a result of partition shall relate to the parcel affected thereby and not affect the remaining other parcels.

(6) That the rights of the Defendants James May, American Druggists Company, and Pioneer Bonding and Insurance Company, under the provisions of Title 6-5-230, Code of Alabama, 1975, shall relate to Parcel Number 3 only.

(7) That the Defendants James May, American Druggist Company, and Pioneer Bonding and Insurance Company shall have no rights in and to either Parcel Number 1, 2, or 3, except to the extent set forth in Paragraph 6 herein.

(8) Any improvements on any parcel of the Land shall be owned by the person to which the parcel on which the improvement is located is assigned.

(9) The costs of Court shall be paid by the Plaintiffs.

DONE AND ORDERED on this the 5 day of JUNE, 1986.


Robert R. Armstrong, Jr.
Judge of the Circuit Court

Copies to:

Hewitt L. Conwill, Attorney for the Plaintiffs
P. O. Box 557
Columbiana, AL 35051

Charles L. Denaburg, Attorney for James J. Odom, Jr.
2125 Morris Avenue
Birmingham, AL 35203

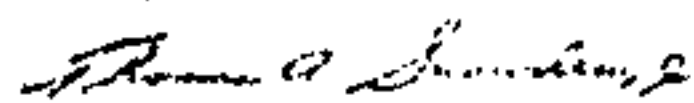
Approved by:


Hewitt L. Conwill


Charles L. Denaburg

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

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JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>12.50</u>
Index Fee	<u>3.00</u>
TOTAL	\$ <u>15.50</u>