

The State of Alabama. Shelby County

CIRCUIT COURT

CIVIL ACTION NO. DR-86-146

MARY B. BROWN

Plaintiff

vs.

BILLY MAX BROWN

Defendant

Answer & Waiver

This cause coming on to be heard was submitted upon Bill of Complaint.

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 MARY B. BROWN

BILLY MAX BROWN

is forever divorced from the said

for and on account of incompatibility of temperament between the parties. It is further ORDERED, ADJUDGED and DECREED that the agreement of the parties, which has been executed by the parties, a copy of which is attached hereto, is ratified and confirmed by the Court, and is made a part of this decree, and the parties are ORDERED to comply with the terms of said agreement, the same as if set out at length herein.

FILED IN OFFICE THIS THE 7th DAY

OF April 1986

Kyle Lansford

Circuit Clerk and Register
Shelby County, Alabama

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.

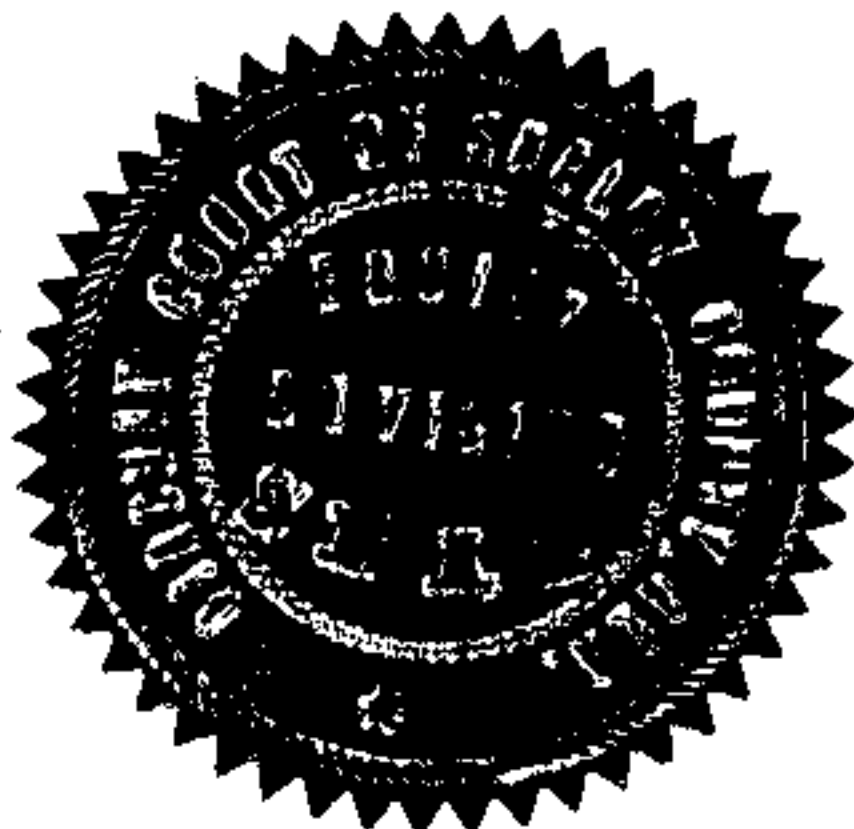
It is further ordered that MARY B. BROWN and BILLY MAX BROWN

be, and they are hereby permitted to again contract marriage upon the payment of the cost of this suit.

It is further ordered that MARY B. BROWN the Plaintiff pay the cost herein to be taxed, for which execution may issue.

This 7 day of April 1986

Robert R. Chittenden
Judge Circuit Court



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 10 day of

April 1987
Kyle Lansford
Register of Circuit Court

William F. Matthews

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STATE OF ALABAMA)

SHELBY COUNTY)

EXHIBIT "A"

WITNESS THIS AGREEMENT entered into the 2nd day of April, 1986, by and between Mary B. Brown, hereinafter referred to as "wife", and Billy Max Brown, hereinafter referred to as "husband"

WHEREAS, the parties hereto are presently husband and wife and said wife is contemplating the filing of a bill for divorce against said husband, and

WHEREAS, the parties hereto wish to provide by agreement for, among other things, the division of the marital property of the parties hereto:

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. There are no children born of this marriage.

3. The Plaintiff shall retain all her property and belongings acquired prior to the marriage.

4. The Defendant shall retain all his property and belongings acquired prior to the marriage.

5. The 1982 Oldsmobile Toronado shall go to the Plaintiff, who shall assume full responsibility for all indebtedness thereon.

6. The 1983 GMC truck shall go to the Defendant, who shall assume full responsibility for all indebtedness thereon.

7. The Plaintiff shall be awarded all household furnishings and property except for that property which Defendant is herein entitled to below:

- (A) Defendant's personal effects and clothing,
- (B) One (1) Master bedroom suite,
- (C) One (1) Bedroom suite used by his son, Stephen Max Brown,
- (D) All outside equipment and tools in the outside storage shed,
- (E) One-half (1/2) of all kitchen utensils,
- (F) One-half (1/2) of all linen,
- (G) One (1) concrete patio lawn furniture.

The Defendant shall remove said property at a reasonable time by June 5, 1986, in a reasonable manner.

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8. The Plaintiff and Defendant have no joint checking or savings accounts and therefore each shall retain their own accounts.

9. The Plaintiff and Defendant have no joint debt and therefore each agree to pay their own debts in full as it becomes due and payable.

10. The homeplace of the parties located at 101 Meadowgreen Road, Montevallo, Alabama, 35115, shall be conveyed to the Plaintiff in fee simple absolute.

(A) Should the Plaintiff sell the said homeplace, remarry, or cohabitate with a member of the opposite sex, within five (5) years from the date of the final judgment of divorce, the Defendant shall be awarded fifty percent (50%) of the equity.

(B) Should the Plaintiff sell the said homeplace, remarry, or cohabitate with a member of the opposite sex, after five (5) years from the date of the final judgment of divorce, the Defendant shall be awarded forty percent (40%) of the equity.

(C) In the event of the death of either party, the aforementioned interest in the real property enures to the deceased's heirs and assigns.

11. Both parties agree to execute any deeds, conveyances, bills of sale or other documents which might be requested by the other party in order to carry out the terms of this agreement now or at any time in the future.

12. The parties agree that the Circuit Court of Shelby County, Alabama shall retain jurisdiction for the purpose of resolving any disputes concerning the enforcement or interpretation of this agreement. Any such application to the Court shall be made pursuant to applicable court rules of the Alabama Rules of Civil Procedure.

13. Said Plaintiff shall pay the court costs.

14. Said Defendant shall pay the legal fees of the attorney for the Defendant and the legal fees of the attorney for the Plaintiff.

15. The Plaintiff agrees to assume and pay all mortgages, encumbrances, utilities and maintenance on the real property described in paragraph ten (10) above and to hold defendant harmless on said indebtedness beginning with the MAY 1986 mortgage payment.

WITNESS

PLAINTIFF (Wife)

WITNESS

DEFENDANT (Husband)

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

1987 APR 10 PM 12: 06

JUDGE OF PROBATE

FILED IN OFFICE THIS THE 3 DAY
OF April 1987

Circuit Clerk and Registrar
Shelby County, Alabama

1. Recording Fee \$ 7.50

2. Indexing Fee 1.00

3. 8.50