

FRANCES W. PARRISH, X IN THE CIRCUIT COURT OF  
Plaintiff, X SHELBY COUNTY, ALABAMA  
vs. X CASE NO. DR-83-188  
JAMES A. PARRISH, X  
Defendant. X

FINAL JUDGMENT OF DIVORCE

This cause coming on to be heard upon the complaint filed by the plaintiff, defendant's answer, the testimony taken before this Court ore tenus on September 6, 1983, and the pleadings and proof as noted and after consideration thereof, the Court finds as follows:

That the Plaintiff and Defendant are each over the age of 19 years and are bona fide resident citizens of Shelby County, Alabama and have been such for a period of more than six months preceding the filing of the complaint in this matter.

The parties were married to each other on February 14, 1951, in Shelby County, Alabama, and lived together as husband and wife until July 27, 1982, at which time they separated in Shelby County, Alabama.

There were three children born of said marriage, one being a minor at this time, namely, Jarrod A. Parrish, age 14 years at the time of the separation.

The Court further finds from the evidence that the Defendant is guilty of adultery with one Linda DeSpain committed after the marriage of the parties hereto.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That the bonds of matrimony heretofore existing between the parties are dissolved and the said Frances W. Parrish and James A. Parrish are divorced from each other.

FILED IN OFFICE THIS THE 28 DAY  
OF October, 1983

*Kyle Sanford*

Clerk of Circuit Court  
Shelby County, Alabama

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2. That neither party shall marry again except to each other until sixty (60) days after 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.

3. It is further ordered that Frances W. Parrish and James A. Parrish, be, and they are hereby permitted to again contract marriage upon the payment of the cost of this suit.

4. That the care, custody, and control of the minor child born of the marriage, namely, Jarrod A. Parrish, is hereby awarded to the Plaintiff, subject to the right of the Defendant to have reasonable visitation rights with said minor child; said reasonable visitation shall be at reasonable times and subject to the school activities of said child, and the child's desires.

5. That the Defendant shall pay to the Plaintiff as child support a sum equal to 20 per cent of his net take home pay, said support payments to continue until said child reaches 19 years of age or becomes self-supporting, whichever occurs first in time.

Net income for the purpose of this order is income after deduction of FICA, SUI, State and Federal income tax.

6. That the Defendant shall pay to the Plaintiff as alimony a sum equal to 5 per cent of his net take home pay.

The least amount that the Defendant is to pay to the Plaintiff in support and alimony, is 25 per cent of \$90.00 per week.

7. The Defendant is further ordered to maintain medical and hospital insurance for the minor child of the parties and is to be responsible for payment of all medical and dental bills incurred for said child, not covered by insurance.

Plaintiff shall continue to cover the minor child of the parties under a hospitalization insurance plan due to the present disability of the Defendant.

8. The Defendant is further ordered to maintain a life insurance policy in the amount of \$10,000.00 on his life with the policy payable to the Plaintiff for the benefit and use of the minor child.

9. The Court further finds in the testimony that the parties purchased during the marriage two motor vehicles, one being a 1975 Lincoln, the other one a 1979 Lincoln. It is ORDERED, ADJUDGED AND DECREED that the Court awards to the Defendant all rights, title and interest in the 1975 Lincoln.

It is further ORDERED, ADJUDGED AND DECREED, that the Plaintiff, Frances W. Parrish, be and is hereby awarded the 1979 Lincoln and she is to be responsible for and pay all indebtedness existing on said automobile.

10. The Plaintiff shall have the right to claim the minor child of the parties as a dependent for State and Federal income tax purposes until such time as the Defendant provides fifty (50) per cent or more of his support.

11. The Plaintiff is hereby awarded 40,000 shares of common stock of the Toltec Mining Co., Inc.; defendant to convey same to Plaintiff.

12. Plaintiff is hereby awarded all furniture, appliances and personal property now in her possession. In the event the Plaintiff discards or sells any of said furniture which is presently located in the residence of the parties, Defendant shall have first choice to purchase said furniture.

13. Defendant is hereby awarded the following described real property:

Commence at the NW corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 15, Township 20 South, Range 3 West; thence run South 44 deg. 09 min. East a distance of 164.40 feet; thence run

South 60 deg. 18 min. East a distance of 179.15 feet; thence run South 83 deg. 45 min. East a distance of 30.00 feet; thence run South 3 deg. 33 min. West a distance of 56.25 feet; thence run South 7 deg. 15 min. West a distance of 156.80 feet; thence run South 14 deg. 03 min. West a distance of 224.40 feet; thence run South 12 deg. 01 min. West a distance of 525.30 feet; thence run South 71 deg. 17 min. East a distance of 131.00 feet; thence run South 71 deg. 34 min. East a distance of 495.45 feet; thence run South 7 deg. 38 min. East a distance of 308.66 feet; thence run North 89 deg. 23 min. West a distance of 417.00 feet to the NW corner of the Columbiana Housing Authority Lot being marked by a concrete monument; thence continue North 89 deg. 23 min. West a distance of 115.00 feet to the NE corner of the Helena Masonic Lodge Lot; thence turn an angle of 92 deg. 28 min. to the left and run along said Masonic Lodge Lot a distance of 85.00 feet to the SE corner of said Lot, said point being the point of beginning of the property herein described; thence turn an angle of 92 deg. 28 min. to the right and run along the South line of said Lot a distance of 95.00 feet to the East margin of Main Street; thence turn an angle of 92 deg. 28 min. to the left and run South along the East margin of Main Street a distance of 135.00 feet; thence turn an angle of 87 deg. 32 min. to the left and run a distance of 210.00 feet to the West line of the said Columbiana Housing Authority Lot; thence turn an angle of 92 deg. 28 min. to the left and run North along the West line of said Columbiana Housing Authority Lot a distance of 135 feet to a point; thence turn an angle of 87 deg. 32 min. to the left and run West a distance of 115 feet to the point of beginning.

SUBJECT TO LIEN OF THE ATTORNEY'S FEES AS SET OUT IN THIS DECREE.

All the right, title and interest of Frances W. Parrish in and to the above described real property is hereby divested from her and vested in James A. Parrish.

14. Plaintiff is hereby awarded the following described real property:

Commence at the NW corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 15, Township 20 South, Range 3 West; thence run South 44 deg. 09 min. East a distance of 164.40 feet; thence run South 60 deg. 18 min. East a distance of 179.15 feet; thence run South 83 deg. 45 min. East a distance of 30.00 feet; thence run South 3 deg. 33 min. West a distance of 56.25 feet; thence run South 7 deg. 15 min. West a distance of 156.80 feet; thence run South 14 deg. 03 min. West a distance of 224.40 feet; thence run South 12 deg. 01 min. West a distance of 525.30 feet; thence run South 71 deg. 17 min. East a distance of 131.00 feet; thence run South 71 deg. 34 min. East a distance of 495.45 feet; thence run South 7 deg. 38 min. East a distance of 308.66 feet; thence run North 89 deg. 23 min. West a distance of 417.00 feet to

the NW corner of the Columbiana Housing Authority Lot being marked by a concrete monument and the point of beginning; thence continue North 89 deg. 23 min. West a distance of 115.00 feet to the NE corner of the Helena Masonic Lodge Lot; thence turn an angle of 92 deg. 28 min. to the left and run along said Masonic Lodge Lot a distance of 85.00 feet to the SE corner of said Lot; thence turn an angle of 87 deg. 32 min. to the left and run a distance of 115 feet to the West line of said Columbiana Housing Authority Lot; thence turn an angle of 92 deg. 28 min. to the left and run North along the West line of said Columbiana Housing Authority Lot a distance of 85.00 feet to the point of beginning.

ALSO, part of the E $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 15, Township 20, Range 3 West, containing one acre and a fraction of an acre known as the Blake lot, bounded on the North by a lot known as the McMullins lot, on the West by Main Street, in the Town of Helena, on the East by a lot known as the J. L. Davis lot, on the South a lot known as the Bowden property, situated, lying and being in the Town of Helena, Shelby County, Alabama. The above described property being the same property conveyed by deed from J. F. Griffin and his wife, Bessie Griffin to Jim M. Wooten on March 26, 1930 of record in Book 89 at page 90 in the records of the office of the Judge of Probate of Shelby County, Alabama.

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ALSO, Lot 9, Block 2, according to the map and survey of Shelena Estates, as recorded in Map Book 5, Page 25, in the Probate Office of Shelby County, Alabama.  
Mineral and mining rights excepted.

Plaintiff shall be responsible for payment of the mortgage on the above described lot to Guaranty Savings and Loan Association as recorded in Mortgage Book 416, Page 862 in the Probate Office of Shelby County, Alabama.

Any and all other real estate owned by the parties hereto, whether correctly described herein or not, is hereby awarded to the Plaintiff.

All the right, title and interest of James A. Parrish in and to the above described real property is hereby divested from him and vested in Frances W. Parrish.

15. The Plaintiff is hereby awarded and the Defendant is hereby ordered to pay to the Plaintiff's attorney of record, the Honorable Hewitt L. Conwill, the sum of \$550.00 for attorney's fees for service rendered on behalf of the Plaintiff in this cause. Said attorney's fees shall be a lien on the real estate as vested in the Defendant, James A. Parrish, in Paragraph 13 of this Decree.

16. That the costs of court accrued herein are taxed against the Defendant.

DONE THIS 25 DAY OF OCTOBER, 1983.

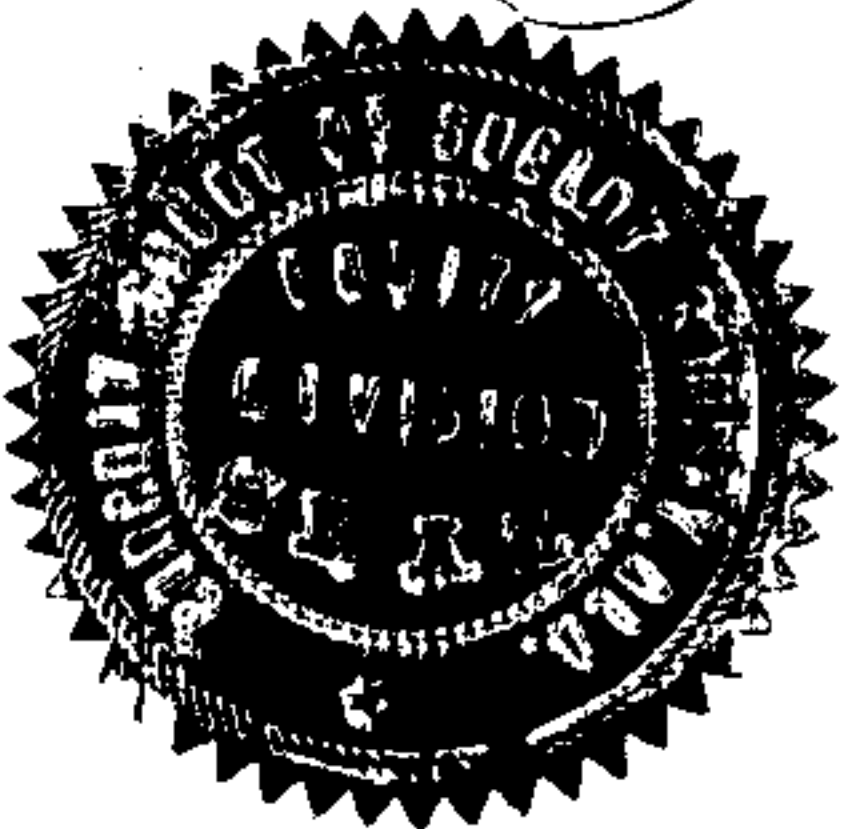
*Charles E. Mader*  
CIRCUIT JUDGE

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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 14 day of May, 1987.

*Kyle Lansford*  
Register of Circuit Court



STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1987 MAY 15 PM 2:01  
*James H. [unclear]*  
JUDGE OF PROBATE

1. Deed Tax	\$	<u>—</u>
2. Mtg. Tax		<u>—</u>
3. Recording Fee		<u>1500</u>
4. Indexing Fee		<u>100</u>
TOTAL		<u>1600</u>