

CONNIE SABAT,
 Plaintiff,
 VS
 JAMES H. SABAT,
 Defendant.

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IN THE CIRCUIT COURT FOR
 SHELBY COUNTY, ALABAMA
 DOMESTIC RELATIONS
 DR-85-288

DIVORCE DECREE

An entry of default was taken against James H. Sabat on October 4, 1985. Whereupon, plaintiff Connie Sabat came before the court and gave sworn testimony. It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between Connie Sabat and James H. Sabat are hereby dissolved, and the said parties are forever divorced from one another by decree a vinculo matrimonii on the ground of incompatibility.

Neither party shall again marry except to each other until sixty (60) days after the date of this decree. If an appeal from this decree is taken within forty-two (42) days, neither party shall marry again except to each other during the pendency of said appeal.

It is further ORDERED, ADJUDGED and DECREED that:

(1) CUSTODY: Custody of the two minor children of the marriage, Nicholas Sabat and Jonathan Sabat, is hereby awarded to Connie Sabat.

(2) VISITATION: James H. Sabat is awarded reasonable visitation rights with his children.

(3) CHILD SUPPORT: James H. Sabat shall pay to Connie Sabat the sum of Four Hundred Fifty Dollars (\$450) per month as child support, due and payable on the first of each month. (Connie Sabat testified that Mr. Sabat makes approximately \$40,000.00 per year.)

James H. Sabat shall obtain or maintain medical/insurance & dental on his children through his employment. Each party shall be responsible for one-half of the medical and dental bills, including prescription drugs, not covered by insurance. If Mr. Sabat does not obtain this insurance through his work, then he is responsible for all of the medical and/or dental expenses of the children. (This does not relieve him, however, of his responsibility to obtain such insurance through his work if

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available.)

(4) MARITAL RESIDENCE: Connie Sabat is hereby awarded the immediate sole and exclusive possession of the marital residence located at 1820 Mohawk Drive, Alabaster, Alabama, as a home for their minor children.

(5) PERSONAL PROPERTY: Connie Sabat is awarded all personal property located in the marital residence of whatever kind.

Connie Sabat is awarded the 1980 Sunbird Pontiac automobile. James H. Sabat is awarded the 1978 Buick automobile.

Each party is awarded his and her personal effects, such as clothing.

(6) SAVINGS ACCOUNTS: Each of the parties is awarded one-half of the money on deposit as of this date in the Iron and Steel Credit Union and the AmSouth Bank savings account.

(7) REAL PROPERTY: Each party is awarded one-half of the equity in the marital residence. (The testimony did not reveal whether or not Mrs. Sabat is the deed owner of this property along with Mr. Sabat. Therefore, if she is, and if there is a joint survivorship feature to this deed, each party is hereby divested of the joint right of survivorship, and each party hereby owns an undivided one-half interest in the marital residence.)

Each party shall be responsible for paying one-half of the mortgage payments, insurance, taxes, et cetera. Mr. Sabat's one-half of the abovementioned payments is in the nature of child support. Mrs. Sabat shall be responsible for paying all other expenses relating to the marital residence such as utility bills, et cetera.

(8) LAGUNA LOT: Each party is awarded one-half interest in the Laguna Lot in the Panama City, Florida area, and when the lot is sold, the proceeds shall be divided equally.

(9) DEBTS: James H. Sabat shall be responsible for all debts of the marriage.

(10) ATTORNEY'S FEE: James H. Sabat shall pay to Connie Sabat the sum of Five Hundred Dollars (\$500) for a contribution toward attorney's fees for Conrad Fowler, incurred by Mrs. Sabat after the separation and through this divorce action, for which also let execution issue. Further, judgment is hereby entered against James H. Sabat and in favor of Connie Sabat in the said amount.

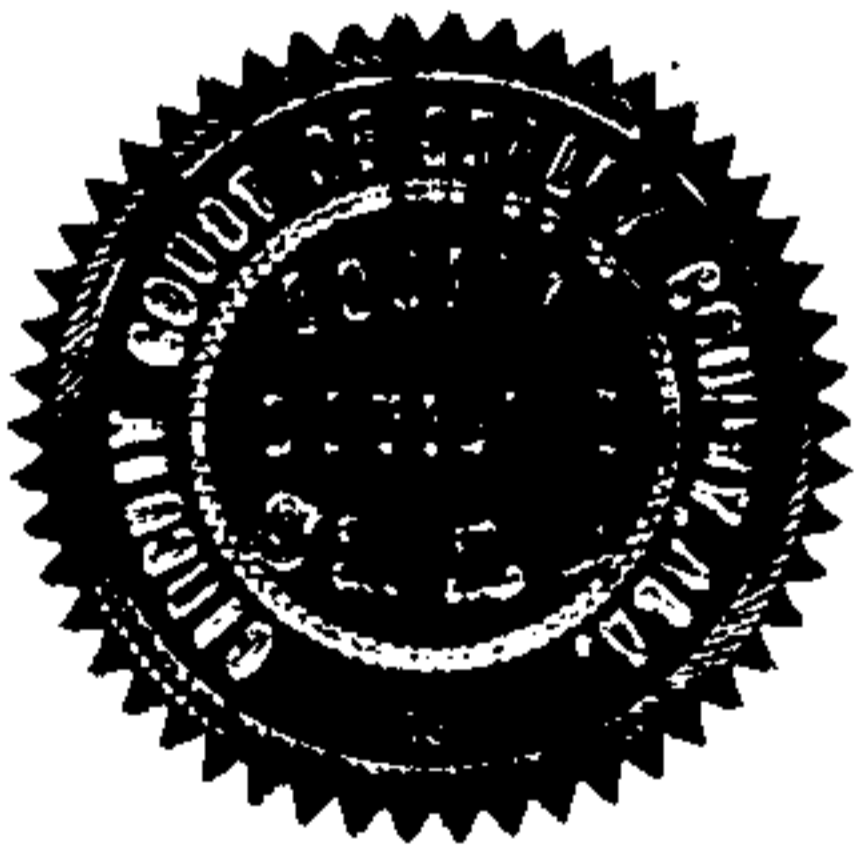
(11) It is further ORDERED by the court that in the event the obligor becomes delinquent in a dollar amount equal to one month of support payment as herein ordered, and upon written affidavit of the obligee of such delinquency, or upon request of the obligor or upon the court's own motion, the income withholding order for child support, which order is contained on separate paper and is specifically incorporated as a part of this decree as required by Act 84-445 of the Alabama Legislature, shall be served upon the obligor's employer and shall become effective within fourteen (14) days of service of same.

(12) James H. Sabat is further ORDERED to make all child support payments either by check or by money order or by cashier's check or in some such manner so that he will have a written record of what he pays other than his own notes.

Costs of this action are taxed as paid.

DONE and ORDERED this 26 day of November, 1985.

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Robert R. Armstrong, Jr.
Robert R. Armstrong, Jr.
Circuit Judge

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 27 day of

Nov., 1985
Kyle Lansford
Register of Circuit Court

FILED IN OFFICE THIS THE 27 DAY
OF Nov., 1985

Kyle Lansford
Clerk of Circuit Court
Shelby County, Alabama

OF Nov. 27, 1985

Kyle Sanford

Clerk of Circuit Court
Shelby County, Alabama

IN THE CIRCUIT COURT FOR

CONNIE SABAT, *
Plaintiff, *
*
VS *
JAMES H. SABAT, *
Defendant. *

SHELBY COUNTY, ALABAMA

DOMESTIC RELATIONS

DR-85-288

INCOME WITHHOLDING ORDER

The present employer and any successive employer of James H. Sabat is hereby ORDERED as follows:

(1) To withhold from the income due or becoming due to the above-named person the sum of Four Hundred Fifty Dollars (\$450) per month, due on the first of each month.

(If the employee's pay period does not coincide with the child support pay periods, the employer shall deduct from the employee's pay the amount necessary to keep the child support current, as nearly as possible. It is further provided that if the employee's support obligation is ordered to be paid monthly and the employer's pay periods are at more frequent intervals, the employer may withhold at each pay period an amount cumulatively sufficient to equal the total monthly support obligation.)

(2) To remit to the Clerk of the Shelby County Circuit Court as soon as possible all amounts so withheld. The Clerk shall disburse the said amount to Connie Sabat.

(3) To notify the court of any change in the employment of the above employee.

(4) To give this withholding order priority over any notice of garnishment served upon the employer.

(5) Not to withhold for child support an amount in excess of fifty percent (50%) of the employee's disposable income if he is supporting a second spouse or family and sixty percent (60%) if he is NOT supporting a second spouse or family. If the employee is found to be three (3) months or more in arrears, however, these amounts go up to 55% and 65%, respectively.

(6) To withhold an additional One Dollar (\$1.00) per payment made to the Clerk's office for the Clerk's expenses in handling these payments.

(7) Not to use this order as a basis for the discharge of the employee.

(8) The costs of the service of this order in the amount of _____ are hereby taxed against the said employee, and the employer shall withhold this amount from the employee's income, and forward that amount to the office of the Circuit Clerk of Shelby County, along with the withheld child support.

DONE and ORDERED this 26th day of November, 1985.

R. Armstrong

Robert R. Armstrong, Jr.
Circuit Judge

NOTICE TO THE EMPLOYER:

(1) You are authorized to deduct from the employee's income a fee of up to \$2.00 per month for the employer's expenses incurred in complying with this order.

(2) This order shall be binding upon the defendant's employer and any successive employer fourteen (14) days after service pursuant to the Alabama Rules of Civil Procedure and shall remain effective until further order of the court.

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This instrument was prepared by

(Name) Alvin Gross

(Address) 2005 Valleydale Road, Birmingham, Alabama 35244
CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR
AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, 7/42

That in consideration of Forty-one thousand nine hundred and no/100

see Mtg 348 - Page 203

to the undersigned grantor, Gross Building Company, Inc. a corporation.
(herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the
said GRANTOR does by these presents, grant, bargain, sell and convey unto

James H. Sabat, an unmarried man

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor
of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate,
situated in Shelby County, Alabama.

Lot 9, according to the map and survey of Navajo Pines, as recorded
in Map Book 5, Page 108, in the Probate Office of Shelby County, Alabama.

Minerals and mining rights excepted.

Situated in Shelby County, Alabama.

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1575 AUG 25 AM 8:00
Deed July 4, 50
C. J. Schilling
JUDGE OF PROBATE

\$37,700.00 of the purchase price recited above was paid from a mortgage loan
closed simultaneously with delivery of this deed.

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

1987 JUN 18 AM 9:12

Thomas A. Swanson, Jr.
JUDGE OF PROBATE

- 1. Deed Tax \$ *Stivers Deere*
- 2. Mtg. Tax
- 3. Recording Fee 1250
- 4. Indexing Fee 100
- TOTAL 1350

TO HAVE AND TO HOLD, To the said GRANTEES for and during their joint lives and upon the death of either of
them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every con-
tingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said
GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encum-
brances,

that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant
and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its President, Alvin Gross
who is authorized to execute this conveyance, has hereto set its signature and seal, this the 8 day of August 19 75

ATTEST:

GROSS BUILDING COMPANY, INC.

By *Alvin Gross* President

STATE OF ALABAMA }
COUNTY OF SHELBY }

I, Undersigned
State, hereby certify that Alvin Gross
whose name as President of Gross Building Company, Inc.
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being
informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as
the act of said corporation,

a Notary Public in and for said County in said

Given under my hand and official seal, this the

8th

day of

August 19 75
Nancy Schilling
Notary Public