

FINAL JUDGMENT OF DIVORCE

REGISTER - 76

IN RE: THE MARRIAGE OF

1796

CIRCUIT COURT

TENTH JUDICIAL CIRCUIT OF ALABAMA

MARY JIM TUCKER

PLAINTIFF.

(IN EQUITY)

and

CIVIL ACTION NO. 591-018 JGB

DONNIE F. TUCKER

DEFENDANT.

FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for final judgment upon the pleadings and proof. Upon consideration thereof, it is ordered and adjudged by the Court as follows:

FIRST: That the bonds of matrimony heretofore existing between the parties are dissolved, and the said Mary Jim Tucker

and said Donnie F. Tucker  
are divorced each from the other.

SECOND: That neither party shall marry again except to each other until sixty (60) days after the date of 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.

THIRD: That the costs of Court accrued herein are hereby taxed against the Defendant.

FOURTH: It is further ORDERED, ADJUDGED and DECREED by the Court that the agreement of the parties filed in this cause, attached hereto, is hereby ratified and approved and made a part of this decree the same as if fully set out herein and the parties to this cause are ordered to comply therewith.

\*\*\*LAST ITEM\*\*\*

DONE and ORDERED this the

10<sup>th</sup>

day of

March

19

87

Copies of this Judgment mailed pursuant to Rule 77(d) of the Alabama Rules of Civil Procedure this date.

Cahaba Title

Dated: \_\_\_\_\_, 19 \_\_\_\_\_

*Amelia [Signature]*

*[Signature]*  
Circuit Judge,  
Civil Division  
In Equity

FILED  
IN OFFICE  
MAR 10 1987  
D.L. COCKRELL  
REGISTER

FILED  
IN OFFICE  
MAR 10 1987

S. R.

MARY J. TUCKER,  
Plaintiff,  
vs.  
DONNIE F. TUCKER,  
Defendant.

) IN THE CIRCUIT COURT OF JEFFERSON  
) COUNTY, TENTH JUDICIAL CIRCUIT,  
) IN OFFICE  
) ALABAMA, EQUITY DIVISION  
) 37 MAR 1965  
) CASE NO. DR87-391-018 JCB

A G R E E M E N T

THIS AGREEMENT made this day by and between Donnie F. Tucker, hereinafter sometimes referred to as "Husband", and Mary J. Tucker, hereinafter sometimes referred to as "Wife", Husband and Wife having been married to each other on the 2nd day of August, 1960; and,

WHEREAS, said Husband and Wife, because of difficulties that have arisen since their marriage, have found it impossible to live together further as husband and wife and having agreed to separate; and,

WHEREAS, two children were born of this marriage, namely, Amelia and Donna, who are 19 and 21 years of age, and no others are expected; and,

WHEREAS, the Wife has filed a Complaint for divorce in the Circuit Court of the Tenth Judicial Circuit of Alabama, in the above-styled cause, and said cause is now pending and undetermined; and,

WHEREAS, the parties consider it to their best interest to settle between them now and forever their respective rights as to alimony, property rights, dower rights, inheritance rights, and all other rights of property otherwise growing out of the marriage relationship existing between them and which either of them now has or may hereafter have or claim to have to any property of every kind, nature and description, real, personal or mixed, now owned by either of them.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration herein expressed, the parties hereto agree as follows:

INCORPORATION INTO DECREE:

1. That in the event a decree of divorce is entered in this cause, then it is agreed that this Agreement shall be incorporated in said decree of divorce by reference thereto.

VENUE:

2. That each party specifically waives the right to bring this action in Shelby County.

ALIMONY:

3. The Husband hereby agrees to pay alimony in gross in the sum of Twenty Thousand Dollars (\$20,000.00) per year for a period of eleven (11) years, commencing January 1, 1988. The next payment will be due September 1, 1988, and each consecutive yearly payment is due and payable on the 1st day of September each succeeding year by the Husband to the Wife.

Additionally, the Husband hereby agrees to pay as further alimony in gross to the Wife, the sum of \$200,000 by transferring to her the Monarch Life Insurance policy, the First Alabama stock, and the Alabama State Dock bonds, and the difference between the value of these securities and the sum of \$200,000 shall be paid within thirty (30) days from the date of this Agreement. Such values shall be established by Mr. Greg Powell, of the investment firm of Morgan Keegan & Company, Inc. Said Husband and Wife hereby agree to cooperate and execute all documents necessary to transfer title to said assets and to determine the appropriate amount due the Wife from the Husband, if any, within said thirty-day period.

CHILD SUPPORT:

4. Said Husband and Wife hereby agree that each child is over the age of nineteen and any and all obligations for child support are hereby waived.

MOTOR VEHICLES:

5. The Husband hereby agrees to cause title to their 1983 Lincoln automobile to be placed in the Wife's name only, free and clear of any and all encumbrances and indebtedness thereon, within thirty (30) days from the date of this Agreement.

Any and all other vehicles belonging to the parties are hereby vested in the Husband. The Husband agrees to assume any and all indebtedness on vehicles received by him.

REAL ESTATE:

6. A.) The Husband and Wife hereby agree that the Wife shall have the exclusive title and ownership of their residential home located in Shelby County, Alabama. The Husband agrees to indemnify and hold the Wife harmless therefrom as to any and all indebtedness, mortgages and/or liens on said house, and cause the proper documents to be executed conveying complete ownership of said property to the Wife. The Husband and Wife hereby agree that the Husband's one-half interest in said home is equivalent to the value of the trailer park located in Calera, Alabama.

B.) The Husband and Wife hereby agree that the Husband shall have the exclusive title and ownership of the trailer park located in Calera, Alabama, and that the Husband shall assume any and all indebtedness thereon and agrees to indemnify and hold the Wife harmless thereof. The Husband and Wife hereby agree and recognize that the value of said trailer park is equivalent to approximately

one-half the interest of the Husband in the home of the parties located in Shelby County, Alabama. The Wife agrees to execute any and all necessary documents in order to convey and transfer said interest to the Husband.

C.) The Husband and Wife hereby agree that the Wife shall have the exclusive right and ownership of the lake house property located in Coosa County, Alabama, and the Husband agrees to execute any and all appropriate documents necessary to convey his interest therein to the Wife solely.

D.) The Husband and Wife hereby agree that the Wife's interest in and to the 12.5 acre tract of land in the Riverchase area of Hoover, Alabama, shall be conveyed to the Husband, and Husband shall pay to the Wife the sum of \$200,000 within two (2) years, or in the event the property is sold by said Husband prior to the expiration of the two-year period from the date of this Agreement, such payment will be due upon such sale.

E.) The Husband and Wife hereby agree that the Husband shall become the exclusive owner of the property and rental building located in Bessemer, Alabama, and the Wife agrees to execute any and appropriate documents transferring all her right, title and interest therein to said real estate, rents, and other appurtenances thereto.

F.) The Husband and Wife hereby agree that the Wife shall become the exclusive owner of all right, title and interest in and to the Holiday Beach Time Share Units located in Okaloosa County, Florida. The Husband agrees to execute any and all appropriate documents conveying his interest therein, and the Wife hereby

G.) The Husband and Wife hereby agree that the Wife shall have the exclusive right to the membership in the PTL Club.

H.) The Wife agrees to assign her interest in the second mortgage from Heritage Place Development Company to the Husband.

INSURANCE, STOCKS AND BONDS:

7. The Husband and Wife hereby agree that the Husband will transfer to the Wife, any and all ownership rights in that policy of life insurance issued by Monarch Life Insurance Company, thus causing the Wife to be the sole owner and beneficiary of said policy on the life of the Husband. Said Wife has the right to cancel, surrender, or cash in said life insurance policy at any time and the Husband agrees to execute any and all appropriate documents making said transfer effective immediately. Any and all proceeds received from said life insurance policy shall be the sole property of the Wife and the Husband hereby releases any and all interests therein.

The Husband and Wife hereby agree that any and all First Alabama stock shall become the sole property of the Wife and the Husband agrees to execute any and all documents necessary to convey his interest therein to said Wife.

The Husband and Wife hereby agree that any and all Alabama State Dock bonds shall become the sole property of the Wife and the Husband agrees to execute any and all documents necessary to convey his interest therein to said Wife.

BUSINESSES, PARTNERSHIPS, JOINT VENTURES, CORPORATIONS, ETC.

8. A.) The Husband and Wife hereby agree that the Husband shall become the exclusive owner of all corporate stock in Tucker Utility Company and the Wife will execute any and all documents necessary to transfer any interest therein to the Husband if necessary. The

Husband agrees to assume any and all indebtedness as to Tucker Utility Company for which the Wife may be liable and agrees to indemnify and hold her harmless therefor.

B.) The Husband and Wife hereby agree that the Husband shall have the exclusive right to any and all interest in the following limited partnerships, to-wit: Auburn 227, Shadowsprings Limited Partnership, Whittaker Limited Partnership, Highway 31 Limited Partnership, Ten Shares Limited Partnership, Northwest Calera Limited Partnership, Morgan Park Limited Partnership, and Forest Investors Limited Partnership.

PERSONAL PROPERTY:

9. A.) The Husband and Wife hereby agree that the Wife shall have the exclusive right, ownership and possession to one (1) ski boat and the Husband agrees to execute any and all appropriate documents to transfer his interest therein to the Wife. The parties hereby acknowledge that said ski boat is free and clear of any and all indebtedness, mortgages and/or liens.

B.) The Husband and Wife hereby agree that the Wife shall be exclusive owner of their one (1) horse and the Husband agrees to execute any and all appropriate documents conveying his interest therein to the Wife if necessary.

C.) All items of personal property currently in Husband's name or belonging solely to him (except as specifically referred to in this Agreement) including without limitation, cash, checking and savings accounts, pension and profit sharing plans, and the like, shall be his sole property and the Wife hereby renounces any interest therein.

D.) All items of personal property currently in Wife's name or belonging solely to her (except as specifically referred to in this Agreement) including without limitation, cash, checking and savings accounts, jewelry and the like, shall be her sole property and the Husband hereby renounces any interest therein.

DEBTS OF THE MARRIAGE:

10. The Husband and Wife hereby agree that the Husband shall assume any and all debts of the marriage, including normal and customary living expenses, such as clothing, shelter, utilities, and the like, of the parties, unless specified differently herein.

TAX RETURNS:

11. The Husband and Wife hereby agree to file a joint tax return for the year 1986 and any refund due said parties shall be divided equally. In the event that taxes are due and owing, the Husband hereby agrees to pay all indebtedness and indemnify and hold the Wife harmless therefrom. Furthermore, the parties hereby agree that in the event prior tax obligations are owed as a result of any previous joint tax returns, the Husband agrees to assume all indebtedness thereon and to indemnify and hold the Wife harmless thereof.

MUTUAL RELEASES:

12. Each party, in consideration of this Agreement, expressly releases the other party from any and all claims and demands, other than under the provisions of this Agreement, for the settlement of property rights.

EXECUTION OF DOCUMENTS TO CARRY OUT AGREEMENTS:

13. Each of the parties hereto shall, when and as requested by the other party, execute and deliver to such other party any and all documents, releases or conveyances necessary or convenient to show



title to the property of the parties vested in accordance with the terms of this Agreement.

AGREEMENT EXECUTED WITH ADVICE:

14. The parties hereto have been duly advised of their rights by counsel of their own choosing and each of them hereby declares that he or she understands the terms and provisions hereof and considers them to be fair and equitable.

ATTORNEY FEES AND OTHER EXPENSES:

15. The Husband and Wife hereby agree that the Husband shall pay to the Wife the sum of \$20,000 as attorney fees for services rendered in connection with this divorce and all other appropriate documents thereto in order to transfer and convey the appropriate rights, title and interest therein. The Husband agrees to pay to the Wife the sum of \$230.00 to be paid to Harris & Brogdon, P.C., Certified Public Accountants, for their services in rendering evaluation of the property of the parties.

COURT COSTS:

16. The Husband and the Wife thereby agree that the Husband shall be taxed with all court costs of this divorce proceeding.

IN WITNESS WHEREOF, we have hereunto set our hands on this the 9th day of March, 1987.

Annette Clout  
WITNESS

Annette Clout  
WITNESS  
I CERTIFY THIS INSTRUMENT WAS FILED

Mary J. Tucker  
MARY J. TUCKER  
Plaintiff

Donnie F. Tucker  
DONNIE F. TUCKER  
Defendant

88 APR 27 AM 8:12

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$22.50

Index Fee 1.00

TOTAL \$23.50