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The State of Alabama, Shelby County

CIRCUIT COURT

CIVIL ACTION NO. DR-85-388

LEVERNE CARDEN

FILED IN OFFICE THIS THE 30 DAY

OF Dec 1985 Plaintiff

vs.

J. W. CARDEN

Kyle Lansford Defendant

Circuit Clerk and Register
Shelby County, Alabama

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

Answer & Waiver of Defendant, J. W. Carden

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

Leverne Carden

is forever divorced from the said

J. W. Carden

for and on account of incompatibility of temperament between the parties.

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 payments 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, an income withholding order for child support shall be served upon the obligor's employer and shall become effective within fourteen (14) days of service of same.

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 as if fully set out herein and the parties to this cause are ordered to comply therewith.

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 Leverne Carden and J. W. Carden

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

It is further ordered that - P10 - the pay the cost herein to be taxed, for which execution may issue.

This 30 day of

Dec

1985

Robert R. Armstrong

Judge Circuit Court

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 19th day of

July, 1988

Kyle Lansford

Register of Circuit Court

Rt. 1 - Box 2010
Shelby, Ala. 35143

IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA

IN RE: THE MARRIAGE OF)

LEVERNE CARDEN,)

PLAINTIFF,)

VS.)

CASE NO. DR-85-388

J. W. CARDEN,)

DEFENDANT.)

AGREEMENT

WITNESS THIS AGREEMENT entered into this ____ day of _____, 1985, by and between Leverne Carden, hereinafter referred to as "Wife", and J. W. Carden, hereinafter referred to as "Husband":

WHEREAS, the parties hereto are presently husband and wife and are contemplating obtaining a divorce, and

WHEREAS, the parties hereto wish to provide by agreement for the fair and orderly dissolution of their marriage and any and all matters in controversy or the subject of decree, and subject to Court approval:

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. CUSTODY AND VISITATION: Said wife shall receive and be given the care, custody and control of the minor child born to the marriage of the parties, namely: Pamela K. Carden, who is presently sixteen (16) years of age. Said custody and control of said child shall be subject to the husband's right to reasonable visitation with said child as long as said visitation is not in conflict with said child's schooling, schedule and desire.

3. DIVISION OF PERSONAL PROPERTY: The parties hereby agree that the plaintiff, Leverne Carden, is hereby awarded that personal property which is in her possession, and additionally, she is awarded the following items of personal property:

- a. Stereo,
- b. Set of encyclopedias,
- c. Microwave oven
- d. Wrought iron porch set,
- e. Pictures given to her by her mother,
- f. One-half (1/2) of the family pictures,

- g. The antique chair which was given to her by her daughter, Ann.
h. The china which was purchased by,

It is further agreed by the parties that the defendant, J. W. Carden, is hereby awarded any and all remaining personal property of the marriage, of whatever kind and wherever situated, which is not either in the possession of the plaintiff, Leverne Carden, or awarded to her pursuant to this paragraph.

4. VEHICLES: Said wife shall be awarded the 1985 Buick Regal automobile, and the husband shall pay the indebtedness due on said automobile, more specifically, that debt due to G.M.A.C. which holds a lien on said vehicle. All other vehicles are awarded to the husband and he shall pay any indebtedness or lien due on said vehicles.

5. DEBTS: Said husband shall pay all of his debts and he shall further pay the debt, not to exceed Five Thousand Five Hundred Dollars (\$5,500.00), of the wife which she made after the parties separation, and which is due the Central State Bank of Calera. Except as provided in this paragraph and elsewhere in this agreement, each party shall pay those debts by said party after August 20, 1985, the date said parties separated.

6. COUNSEL FEES: Said husband shall pay immediately upon the granting of the decree in this cause the sum of One Thousand Five Hundred Dollars (\$1,500.00) to the Honorable Harry Lyon, Attorney at Law, for the services rendered to wife in said cause.

7. INCOME TAX LIABILITY: Said husband shall be responsible for the 1985 income tax liability and the wife hereby agrees to sign a joint tax return with said husband for the 1985 taxable year.

8. CHILD SUPPORT: Said husband shall pay to the wife the sum of Two Hundred Fifty Dollars (\$250.00) per month as child support for the support and maintenance of the minor child of the parties, Pamela K. Carden, until said child reaches the age of nineteen (19) years, becomes self-supporting, marries, or becomes independent of the wife.

9. REAL ESTATE: It is agreed and understood by the parties, particularly the wife, that all real estate owned by either party in their names individually, in their names jointly, or that they have any interest in whatsoever, is property that was given to the husband, J. W. Carden, by one or both of his parents, or other relatives of his, and said wife, in consideration of the sum of Five Thousand Dollars (\$5,000.00) paid to her by said husband, as alimony in gross, she hereby relinquishes and agrees to transfer to said husband any and all right, title or interest she may have or had, or could possibly have had in the future, in said real estate. It is specifically intended by the parties and they hereby agree that the wife, Leverne Carden, is hereby divested of any right, title or interest in or to any real property owned separately or together by the parties, and all interest owned by the parties is divested in the husband, J. W. Carden.

Said husband hereby agrees that he will name as beneficiaries to his estate, in his Will, his children, Pamela K. Carden, Lois Ann Carden Shackelford, and Jasper Carden, share and share alike. It is understood that this provision does not and is not intended to create any equitable interest in said real estate owned or held by said husband, J. W. Carden.

10. ENTIRE AGREEMENT: Both the legal and practical effect of this Agreement in each and every respect and the financial status of the parties has been fully explained to both parties, and they both acknowledge that it is a fair agreement and it is not the result of any fraud, duress or undue influence by either party upon the other party or by any other person or persons upon either, and they further agree that this Agreement contains the entire understanding of the parties. There are no representations, promises, warranties, covenants, or other undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

24th day of December, 1985.
STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED.

WITNESS

LEVERNE CARDEN

WITNESS

J. W. CARDEN
JUDGE OF PROBATE

Rec. 7.50
Ind 1.00
8.50