

The State of Alabama, Shelby County

1185

CIRCUIT COURT

CIVIL ACTION NO. DR-89-053

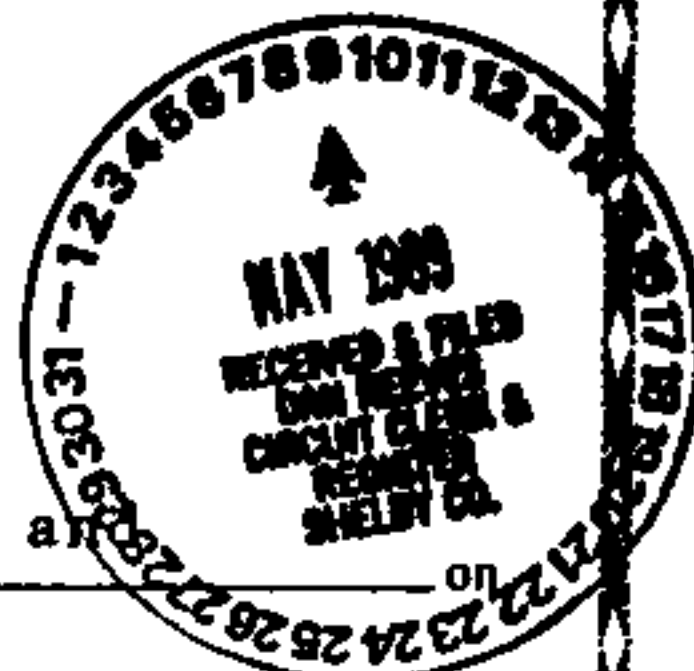
PAMELA JEANNINE BALL

Plaintiff

vs.

RICHARD ALAN BALL

Defendant



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

Answer and Waiver of Defendant

_____ 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 _____

PAMELA JEANNINE BALL

is forever divorced from the said

RICHARD ALAN BALL

for and on account of incompatibility of temperament between the parties. It is further ORDERED, ADJUDGED AND DECREED by the Court that the Agreement of the parties, a copy of which is attached hereto, marked Exhibit A, and made a part hereof as though set forth in full herein, should be and the same is hereby ratified, approved and confirmed by the Court and shall be made a part and parcel hereof as fully as if set out herein. It is further ORDERED, ADJUDGED AND DECREED that the Plaintiff, having expressed a desire to have her maiden name restored to her, shall from this day forth be known as Pamela Jeannine Hawkins.

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 Pamela Jeannine Ball and Richard Alan Ball

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

It is further ordered that _____ the court costs are paid _____ pay the cost herein to be taxed, for which execution may issue.

This 1st day of May, 1989

D. D. Crowson

Judge Circuit Court

I, Dan Reeves, 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 _____ day of

April, 1989

Pamela Cooper
P.O. Box 1404
Alabaster, Ala 35007

Register of Circuit Court

IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA

PAMELA JEANNINE BALL

PLAINTIFF

VS

RICHARD ALAN BALL

DEFENDANT

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CASE NO. DR-89-053



AGREEMENT

The parties hereto being RICHARD ALAN BALL, hereinafter referred to as the "husband", and PAMELA JEANNINE BALL, hereinafter referred to as the "wife" contemplate obtaining a divorce and have entered into the Agreement hereinafter set out which is mutually beneficial to both parties and constitutes a sufficient consideration to each of said parties for the agreements contained herein. Said parties agree as follows:

1. That there are no children born of said marriage and the Defendant is not pregnant at the present time.

2. That the Wife shall take the house located at 922 4th Avenue S.W., Alabaster, and assumes and agrees to pay the first mortgage on said property and indemnify the husband against any loss therefrom. The Husband assumes and agrees to pay the second mortgage on said property and shall indemnify the wife against any loss therefrom and further agrees to satisfy the second mortgage within ninety (90) days. The wife shall take the interest deduction for 1989 tax purposes on said property.

3. That the Husband shall take the house located at 1015

Willow Creek Court and assumes and agrees to pay the indebtedness thereon and shall indemnify the wife against any loss therefrom. The Husband shall take the interest deduction for 1989 tax purposes on said property.

4. The parties have already divided the personal property and the Wife shall take the personal property in her possession and the Husband shall take the personal property in his possession, except the husband shall also take the 742 Remington Rifle, the Stevens shotgun, the laser sight, his golf clubs, and the scuba equipment.

5. The Husband shall take the business known as Head to Toes located at 600 Lorna Square, Hoover, and assumes and agrees to pay all debts and taxes associated with that business and shall indemnify the wife against any loss therefrom. The Husband further agrees not to use the wife's name for debt or tax purposes and agrees to inform all creditors, including tax creditors, that she is not associated with the business. If the Wife is required by the bank to pay off any loans associated with Head to Toes, then the Wife shall be entitled to all of the assets of said business.

6. The Wife shall take the business known as Hairworks located at 1130 Highway 31 South, Alabaster, Alabama, and assumes and agrees to pay all debts and taxes associated with that business and shall indemnify the husband against any loss therefrom. The Wife further agrees not to use the husband's name for debt or tax purposes and agrees to inform

all creditors, including tax creditors, that he is not associated with the business.

7. The husband shall take the 1986 Chevrolet Blazer and assumes and agrees to pay any and all indebtedness thereon and shall indemnify the wife against any loss therefrom.

8. The wife shall take the 1986 Accura automobile and assumes and agrees to pay any and all indebtedness thereon and shall indemnify the husband against any loss therefrom.

9. The wife shall take the 1980 Honda Accord and the husband assumes and agrees to pay any and all indebtedness thereon and shall indemnify the wife against any loss therefrom. The Husband agrees not to extend the loan underwhich the said automobile is mortgaged.

10. The wife shall take the swimming pool membership.

11. The husband shall take the drink machine business and specialty services and indemnifies the wife against any loss therefrom.

12. The husband shall pay all debts incurred during the marriage and shall indemnify the wife against any loss therefrom.

13. The husband shall pay the sum of One Hundred Fifty (\$150.00) Dollars toward the wife's attorney's fee to Eason Mitchell, for which sum the wife shall have judgment and execution may issue according to law.

14. The parties agree to execute any papers necessary to carry out this Agreement, and agree for the Court to make such orders that are necessary to carry out this agreement.

Executed in duplicate this the 13 day of April,
1989.

Richard Alan Ball
RICHARD ALAN BALL

Pamela Jeannine Ball
PAMELA JEANNINE BALL

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said
County and State, hereby certify that RICHARD ALAN BALL,
whose name is signed to the foregoing and who is known to me,
acknowledged before me on this date that being informed of
the contents of this Agreement, he executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this the 13 day
of April, 1989.

Jean S. McNeel
Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said
County and State, hereby certify that PAMELA JEANNINE BALL,
whose name is signed to the foregoing and who is known to me,
acknowledged before me on this date that being informed of
the contents of this Agreement, she executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this the 13 day
of April, 1989.

Jean S. McNeel
Notary Public

89 JUL 25 AM 10:16

JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>12 50</u>
Index Fee	<u>3 00</u>
TOTAL	<u>15 50</u>