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FILED IN OFFICE

JUL 5 1990

IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT OF ALABAMA
EQUITY DIVISION

POLLY COMPTON
CLERK OF CIRCUIT COURT
DOMESTIC RELATIONS DIVISION
JEFFERSON COUNTY, AL

MARY JIM TUCKER,)
Plaintiff,)
vs.)
DONNIE F. TUCKER,)
Defendant.)

Case No.: DR87-501-018 JGB 06

AGREEMENT ON RULE NISI AND
COUNTER-PETITION FOR RULE NISI

This Agreement made this the 5th day of July, 1990 by and
between the Plaintiff, Mary Jim Tucker Blackerby, and the Defendant, Donnie F.
Tucker; and

WHEREAS, the Defendant has previously filed a Petition for Rule Nisi, and
the Plaintiff has filed a Counter-Petition for Rule Nisi; and

WHEREAS, the parties consider it in their best interest to settle the
disputes between them.

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

1. This Agreement shall be incorporated in an Order on Rule Nisi and
Counter-Petition for Rule Nisi.

2. The Plaintiff is hereby granted a Judgment against the Defendant in the
amount of One Hundred Ninety-Five Thousand One Hundred Seventy-Four and
no/100 (\$195,174.00) Dollars which sum is computed as follows:

i. A Judgment set forth in an Order on Rule Nisi dated October 27, 1989 in
the amount of Eighty-Six Thousand One Hundred Seventy-Four and no/100
(\$86,174.00) Dollars;

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ii. Sixty-Nine Thousand and no/100 (\$69,000.00) Dollars pursuant to Paragraph 6(D) of the Final Judgment of Divorce dated March 10, 1987;

iii. Twenty Thousand and no/100 (\$20,000.00) Dollars pursuant to Paragraph 3 of the Final Judgment of Divorce for a payment required thereunder on September 1, 1989;

iv. Twenty Thousand and no/100 (\$20,000.00) Dollars due and payable pursuant to Paragraph 3 of the Final Judgment of Divorce payable September 1, 1990 which the parties agree pursuant to the terms and conditions of this Agreement is hereby accelerated and presently due.

3. The Defendant may satisfy a portion of said Judgment by transferring, free and clear of all liens and encumbrances, lots #6, 8, and 10 in the Riverchase Trade Center. The parties stipulate that lot #6 has a value of Forty-Eight Thousand Four Hundred Thirty-Eight and no/100 (\$48,438.00) Dollars; lot #8 has a value of Fifty Thousand Five Hundred Forty-Four and no/100 (\$50,544.00) Dollars; and lot #10 has a value of Fifty-One Thousand One Hundred Ninety-Two and no/100 (\$51,192.00) Dollars for a total payment on said Judgment of One Hundred Fifty Thousand One Hundred Seventy-Four and no/100 (\$150,174.00) Dollars.

4. The Defendant may satisfy the balance of said Judgment by transferring to the Plaintiff property owned by the Defendant and located in Bessemer, Alabama which the parties agree has a current value of approximately Ninety-Six Thousand and no/100 (\$96,000.00) Dollars. The Defendant is deemed to have an equity in said property of Forty-Five Thousand and no/100 (\$45,000.00) Dollars. The Plaintiff, if Defendant elects to transfer this property, shall pay the existing mortgage to Central Bank in the approximate amount of Fifty-One Thousand and no/100 (\$51,000.00) Dollars.

5. In order to clarify the original intent of the parties as expressed in the Final Decree of Divorce, all references to alimony in the Final Decree of Divorce

of March 10, 1987 mean and shall be construed as alimony in gross. Such language was and is intended to be a property settlement, and the Defendant shall not claim any present or future amounts payable as alimony in gross to the Plaintiff as deductions for income tax purposes, and the same shall not be taxable to the Plaintiff.

6. In addition, the Defendant agrees to indemnify and hold the Plaintiff harmless against any and all claims that may arise from any transaction, document, contract, agreement, tax return, etc. that the parties executed jointly at any time in the past, including prior to the original Final Judgment of Divorce. Defendant is not liable for any tax liability on the Plaintiff's sale of 3462 Indian Lake Circle, Helena, Alabama.

7. The Plaintiff presently has recorded the Judgment granted her by Order on Rule Nisi dated October 27, 1989 in the amount of Eighty-Three Thousand Five Hundred Forty-Six and no/100 (\$83,546.00) Dollars.

8. The Plaintiff presently has pending against the Defendant a garnishment. The Plaintiff shall release said garnishment effective as of the date of the signing of an Order incorporating this Agreement executed by the Circuit Judge in Equity before whom these matters are pending.

9. When the Defendant satisfies said Judgment, either under his election to transfer property pursuant to this Agreement or by the payment of cash, the Defendant shall be deemed to have complied with Paragraph 6(D) of the Final Judgment of Divorce of March 10, 1987, and the Plaintiff shall have no further lien or claim to the Riverchase property referred to in that Paragraph of the original Final Judgment of Divorce.

10. In the event any additional documents are required by the Defendant, the Plaintiff shall execute any and all deeds conveying the Calera Trailer Park property referred to in Paragraph 6(B) of the Final Judgment of Divorce of March 10, 1987.

In addition, the Plaintiff shall transfer her interest in the Bayside Hotel property to the Defendant.

11. Without limiting the Plaintiff's ownership, personal use of the property, or her ability to sell to someone else, for a period of eighteen (18) months from the date of an Order incorporating this Agreement, in the event the Defendant elects to satisfy the Judgment rendered in Paragraph 2 above, by Paragraph 3 and 4 above, then the Defendant shall have a right to reacquire one or all of the Riverchase Trade Center lots and the Bessemer property unless the Plaintiff has in place, at the time the Defendant notifies the Plaintiff of his intention to so reacquire said property, a valid contract with the third-party or unless said property has previously been sold by the Plaintiff at the time of receiving of the Defendant's notification. The Defendant's notice to the Plaintiff of his desire to reacquire said property shall be in writing and shall be sent certified mail, postage prepaid. The price that the Defendant shall pay to the Plaintiff shall be the current value of lots as set forth in Paragraphs 3 and 4, plus all expenses incurred by the Plaintiff in relation to owning, maintaining and protecting said property during the eighteen (18) month period in which the Defendant has a conditional right to reacquire plus twelve (12%) percent per annum on the current value as set forth in Paragraphs 3 and 4 above.

12. In regard to the transfer of the Bessemer, Riverchase Trade Center properties, if the Defendant elects to utilize an attorney other than Richard L. Vincent or Gerard J. Durward, the Defendant shall pay all attorneys' fees associated therewith.

In the event the Plaintiff desires to utilize those attorneys for the transfer of this property, there will be no attorney's fee.

In the event the Plaintiff desires a title binder in regard thereto, the Plaintiff shall pay for same. Taxes and rental income shall be prorated.

13. Each party shall pay their respective attorney for services rendered in connection with these causes.

14. Court costs for this proceeding are taxed against the Defendant for which let execution issue.

Sara Christine Ellison
Witness

Mary Jim Tucker Blackerby
Mary Jim Tucker Blackerby

[Signature]
Witness

Donnie F. Tucker
Donnie F. Tucker

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1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	16.50
4. Indexing Fee	\$	3.80
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	16.50

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

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[Signature]
JUDGE OF PROBATE