

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Fifty Seven Thousand Nine Hundred Thirty and No/100 Dollars (\$57,930.00) and other good and valuable consideration to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Robert N. Boyd and wife, Margaret Boyd (herein referred to as GRANTOR) do grant, bargain, sell and convey unto Carl D. Hathorne Sr., and Carl D. Hathorne, Jr., (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 to-wit:

Lot 1, in Block 1, According to Map of Columbiana Homes, Inc., which map is recorded in the Probate Office of Shelby County, Alabama, in Map Book 3, Page 82. Situated in the Town of Columbiana, Shelby County, Alabama.

Being the same property conveyed by Paul Smith, an unmarried man, to Robert N. Boyd and wife, Margaret Boyd, by deed dated November 21, 1978, filed for record in the Probate Office of shelby county, Alabama, on November 27, 1978, at 9:43 A.M., and recorded in Deed Book 316, Page 458.

This instrument prepared without evidence of title condition or survey. There is no representation as to title or matters that might be revealed by survey, inspection or examination of title by the preparer of this instrument.

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 contingent remainder and right of reversion.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

Bill Powers

06/29/1994-20510
09:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MCD 89.00

Inst # 1994-20510

IN WITNESS WHEREOF, we have hereunto set our hands and seals
this 17th day of May, 1994.

Robert N. Boyd
Robert N. Boyd
Margaret Boyd
Margaret Boyd

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, A Notary Public in and for said
County, in said State, hereby certify that Robert N. Boyd and wife,
Margaret Boyd, whose names are signed to this deed, who are known
to me acknowledged before me on this day, that being informed of
the contents of the deed they, executed the same voluntarily on the
day the same bears date.

Given under my hand and official seal this 17th day of May,
1994.

Ramona J. Morrison
Notary Public
My Commission Expires: 9/25/95

This instrument was prepared by
William P. Powers
Attorney At Law
P.O. Box 1626
Columbiana, AL 35051
Telephone: (205) 669-9620

Send Tax Notice To:
Carl D. Hathorne, Jr.
102 Phillips Circle
Columbiana, AL 35051

IN THE CIRCUIT COURT FOR JEFFERSON COUNTY, ALABAMA

BESSEMER DIVISION

BESSEMER

IN RE: THE MARRIAGE OF

JUDY B. HATHORNE,

PLAINTIFF,

v.

CARL D. HATHORNE,

DEFENDANT.

'94 JAN 19 P1:40

J.D. EARL N. CARTER
CIRCUIT JUDGE

CIVIL ACTION NO. DR 94- 017

DECREE OF DIVORCE

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

FIRST: That the bonds of matrimony heretofore existing between Judy B. Hathorne and Carl D. Hathorne are hereby dissolved, and that the said parties are forever divorced from one another by decree a vinculo matrimonii.

SECOND: That 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.

THIRD: That the costs of Court accrued herein are hereby taxed against the Plaintiff for the collection of which execution may issue and if returned "no property found" then execution for costs may issue against the Defendant.

FOURTH: That except as hereinabove set out, the parties hereto may again contract marriage.

FIFTH: That the agreement of the parties executed the 13th day of January, 1994, is hereby made a part of the Final Decree by reference.

SIXTH: That the wife shall hereinafter have the use of her former name of Judy C. Bright.

DONE and ORDERED this the 18th day of January, 1994.


CIRCUIT JUDGE

IN THE CIRCUIT COURT FOR JEFFERSON COUNTY, ALABAMA

BESSEMER DIVISION

FILED IN OFFICE
BESSEMER DIVISION

IN RE: THE MARRIAGE OF

JUDY B. HATHORNE,

PLAINTIFF,

v.

CARL D. HATHORNE,

DEFENDANT.

'94 JAN 13 P3:43

E.D. *qp*
EARL H. GARTNER

CIVIL ACTION NO. DR 94-017

AGREEMENT

Comes now Judy B. Hathorne and Carl D. Hathorne in the above-styled cause and consent and agree between themselves that in the event a Decree of Divorce is rendered in said cause, said Decree shall contain the following provisions, either by incorporation therein or by reference to this Agreement. It is distinctly understood and agreed that this divorce in no way be construed as an agreement for a divorce, but is merely for the convenience of the parties hereto in settling certain controversies.

I. DIVORCE

The parties shall be granted a divorce on the specific grounds of incompatibility.

II. REAL PROPERTY

A. The parties currently jointly own real estate located at Route 2, Box 32, West Blocton, Alabama 35184, which is legally described as follows:

Lot Number Thirty (30) as described by the A.D. Belcher Map of The Town of Lucile, made by the county surveyor and recorded in the Probate Office of Bibb County, Alabama, together with a frame dwelling house and all other appurtenances thereto belonging.

All mineral and mining rights are hereby expressly reserved.

The Wife shall receive sole and exclusive ownership of and title to said real estate; and the Husband is hereby divested of any right, title or interest he may have in the real estate owned by the parties jointly, and the Wife is invested with all of the Husband's right, title and interest in and to that real estate. The Husband shall execute a Statutory Warranty Deed and any and all documents necessary to effectuate such transfer of title to the Wife.

The Wife shall be responsible for and shall pay all outstanding indebtedness due on said real estate, including the mortgage debt to Nations Banc Credit.

The Husband shall vacate said property by February 15, 1994.

B. The parties also currently jointly own real estate located in Columbiana, Shelby County, Alabama, which is legally described as follows:

Lot 1, in Block 1, according to Map of Columbiana Homes, Inc., which map is recorded in the Probate Office of Shelby County, Alabama, in Map Book 3, Page 82. Situated in the Town of Columbiana, Shelby County, Alabama.

The Husband shall receive sole and exclusive ownership of and title to said real estate; and the Wife is hereby divested of any right,

title or interest she may have in the real estate owned by the parties jointly, and the Husband is invested with all of the Wife's right, title and interest in and to that real estate. The Wife shall execute a Quit Claim Deed to effectuate such transfer of title to the Husband.

c. The parties also currently have a mortgage deed on real estate located in Bibb County, Alabama, which is legally described as follows:

Lots Numbered Five (5) and Six (6), in Block Number Five (5), as described by map of West Blocton, made by the County Surveyor, and recorded in Book Ten (10) on page Five Hundred Fifty-five (555), in the Probate Office of Centreville, Alabama. Less and except minerals and mining rights heretofore reserved by prior owners.

The Wife shall receive sole and exclusive ownership of said mortgage deed; and the Husband is hereby divested of any right, title or interest he may have in the real estate, and the Wife is invested with all of the Husband's right, title and interest in and to that real estate. The Husband shall execute a Quit Claim Deed to effectuate such transfer to the Wife.

The Wife shall continue to receive the mortgage payments due on said real estate, and the Husband hereby makes no claim to those mortgage payments.

III. PERSONAL PROPERTY

The Wife is vested with full possession, right and title to all items of household furniture, furnishings, goods and

appliances of the parties located at the parties' homeplace located at Route 2, Box 32, West Blocton, Alabama 35184, and the Husband is divested of any interest therein.

The Husband is vested with full possession, right and title to all items located in the garage, with the exception of the items which are used to maintain the yard, including but not limited to, the lawn mower and other yard tools.

IV. VEHICLES

A. The 1987 Saab automobile is awarded to the Wife, and the Husband is divested of any and all interest he may have therein. The Husband shall execute any and all documents necessary to effectively transfer clear title to said automobile to the Wife upon the payment of the present debt to First Alabama Bank. It shall be the Husband's responsibility to pay any existing indebtedness owed on that automobile until all indebtedness is paid in full, specifically, but not limited to, the debt to First Alabama Bank, and the Husband shall hold the Wife harmless from any liability in the event of his non-payment of the remaining indebtedness on said vehicle.

B. The Chevrolet pick-up truck, which is paid for, is awarded to the Husband, and the Wife is divested of any and all interest she may have therein. The Wife shall execute any and all documents necessary to effectively transfer her interest in said automobile to the Husband.

c. The 1989 Chevrolet Camaro automobile, which is driven by the Wife's daughter from a previous marriage and which is paid for, is awarded to the Wife, and the Husband is divested of any and all interest he may have therein. The Husband shall execute any and all documents necessary to effectively transfer his interest in said automobile to the Wife. The Husband shall execute any and all documents necessary to effectively transfer clear title to this automobile to the Wife.

V. DEBTS

The Husband shall pay the debts to the following creditors:

1. Texaco;
2. Visa;
3. Sears;
4. BellSouth;
5. MobilCom;
6. Tuscaloosa Credit Bureau;
7. Dr. Autrey;
8. Bessemer Emergency Physicians;
9. First Alabama Bank;
10. American Car Care.

The Husband shall indemnify and hold harmless the Wife from any liability in the event of his non-payment of those debts.

The Wife shall pay the debts to the following creditors:

1. Amaco;
2. Gayfers;
3. McRae's;
4. Exxon;
5. Nations Banc Credit;
6. Cellular One;
7. North Star Ambulance; and
8. Druid City Hospital.

VI. ATTORNEY FEES AND COURT COST

The Wife shall be responsible for and shall pay the cost of obtaining this divorce by paying to the office of James A. Holliman the sum of Six Hundred Twelve and No/100 Dollars (\$612.00), representing the attorney's fee and the court cost incurred by her in this proceeding.

VII. ACKNOWLEDGEMENT

Each party hereto acknowledges that each of them is making this Agreement of his or her own free will and acknowledges that no coercion, force, pressure, or undue influences has been used against either party in the making of this Agreement, either by the other party hereto or by any other person or persons. The parties hereto further acknowledge that they fully understand the terms, covenants and provisions of this Agreement, believe its terms to be fair, just and adequate and voluntarily accept such terms and conditions.

IN WITNESS WHEREOF, the Wife hereto has hereunto set her hand and seal on this the 13th day of January, 1994.

Dianne R. Taylor
WITNESS

Judy B. Hathorne
JUDY B. HATHORNE

IN WITNESS WHEREOF, the Husband hereto has hereunto set his hand and seal on this the 13th day of January, 1994.

Dianne R. Taylor
WITNESS

Carl D. Hathorne
CARL D. HATHORNE

IN WITNESS WHEREOF, the Wife acknowledges that she is not expecting a child at the time of the execution of this Agreement.

Dianne R. Taylor
WITNESS

Judy B. Hathorne
JUDY B. HATHORNE

Inst # 1994-20510

06/29/1994-20510
09:37 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
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