

LESTER MANUEL ATKISSON,

PLAINTIFF,

VS.

ANNIE JOYCE ATKISSON,

DEFENDANT.

IN THE CIRCUIT COURT FOR

SHELBY COUNTY, ALABAMA

DR-93-581

FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for final judgment upon the pleadings and proof, including ore tenus testimony of witnesses heard in open Court and documents which were received into evidence, and upon consideration thereof, it is **CONSIDERED, FOUND, ORDERED, ADJUDGED, and DECREED** by the Court as follows:

FIRST: The bonds of matrimony heretofore existing between the parties are dissolved, and the said Lester Manuel Atkisson and said Annie Joyce Atkisson are divorced, each from the other.

The Court **FINDS** that the incompatibility of temperament between the parties and irretrievable breakdown of the marriage in this case has been partially the fault of the plaintiff and partially the fault of the defendant.

SECOND: 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. Thereafter, each party may, and they are hereby, permitted to again contract marriage upon the payment of costs of this suit.

THIRD: REAL ESTATE:

1. The defendant is **AWARDED** full title to the marital residence real estate in which she is presently residing, and which is titled in her name, situated at 5221 Caldwell Mill Road, Birmingham, Alabama 35242, subject to lien thereon in the amount of \$130,000.00 in favor of the plaintiff, as provided in paragraph **FOURTH** herein below.

2. The plaintiff is **AWARDED** full title to the 9.9 acres, more or less, situated in Chilton County, Alabama, which was purchased in 1988 and which is titled in his name.

3. The parties own seven cemetery lots at Bryan Memorial Cemetery, and the defendant shall convey three of said lots which are contiguous, to be selected by her, and all her right, title, and interest therein, to the plaintiff, and the plaintiff shall

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convey the remaining four lots, and all his right, title, and interest therein, to the defendant.

FOURTH: LIQUID ASSETS:

1. The defendant shall have, and shall retain full title to the Certificate of Deposit and other liquid asset accounts which she has in her name at First Commercial Bank and at SouthTrust Bank of Alabama and shall pay over to the plaintiff, as property settlement, the following amounts, which, until paid in full, shall be secured by a lien on the marital real estate as designated above in paragraph THIRD 1: the sum of \$70,000.00 within thirty (30) days hereafter; an additional sum of \$20,000.00 on or before April 1, 1996; an additional sum of \$20,000.00 on or before April 1, 1997; and an additional sum of \$20,000.00 on or before April 1, 1998. In the event the defendant shall be delinquent more than thirty (30) days in making either of said payments as provided herein, the remaining unpaid payments shall immediately become due and payable, and the plaintiff may petition this Court for an order of sale of said marital residence property in order to satisfy the lien in his favor, as herein established.

FIFTH: OTHER PERSONAL PROPERTY:

1. The plaintiff shall have, and shall retain full title to, the 1991 Ford Ranger vehicle which is in his possession, subject to financing indebtedness, and the plaintiff shall indemnify and hold the defendant harmless from payment of any lien or indebtedness thereon. The defendant shall have, and shall retain full title to, the 1985 Oldsmobile vehicle which is in her possession and which is paid for.

2. The defendant shall keep, and shall have full title to, all household furniture and furnishings, appliances, and other tangible personal property in her possession, except for an air compressor which the plaintiff may retain within thirty (30) days, and the plaintiff shall keep, and shall have full title to, all household furniture and furnishings, appliances, and other tangible personal property in his possession, and shall also have full title to said air compressor.

SIXTH: DEBTS OF THE MARRIAGE:

The plaintiff shall be responsible for, shall pay, and shall indemnify and hold the defendant harmless from paying, all debts which he has incurred subsequent to the separation of the parties and which are in his name, and the defendant shall be responsible for, shall pay, and shall indemnify and hold the plaintiff harmless from paying, all debts which she has incurred subsequent to the separation of the parties and which are in her name.

SEVENTH: MISCELLANEOUS:

1. Each of the parties shall, when and as requested by the

other party, execute and deliver to the other party any and all documents necessary or convenient to show title of the property to the party vested with such title, in accordance with the terms of this judgment.

2. Either party having photographs, snapshots, video tapes, portraits, home movies, birth records, or other family records or documents shall make such items available to the other party for copying, upon request by the other party.

EIGHTH: Costs of Court are taxed one-half to the plaintiff and one-half to the defendant.

DONE and ORDERED this 28th day of March, 1995.


Oliver P. Head
Circuit Judge

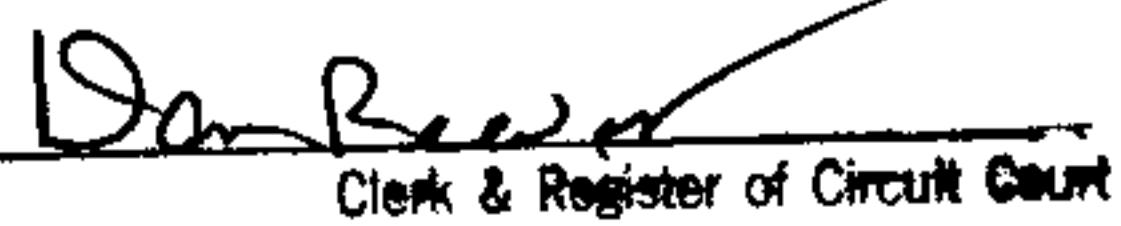
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I, Dan Reeves, Clerk and Register of the Circuit Court for Shelby County, Alabama, do hereby certify that the foregoing is a correct copy of the order and decree rendered by the Judge of the Circuit Court in the above stated cause, which said decree is on file and enrolled in my office.

In witness my hand and seal this the 28
day of March, 1995


Dan Reeves
Clerk & Register of Circuit Court