

FILED IN OFFICE
BESSEMER
IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BESSEMER DIVISION

'94 APR 12 P4:37

✓ MONY BRATTON
PLAINTIFF

VS.

JIMMY CHARLES BRATTON
DEFENDANT

10.D.
EARL N. CARTER, JR.
CIRCUIT CLERK

CASE NO. DR 94-192

Inst # 1995-14186

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 MONY BRATTON and JIMMY CHARLES BRATTON are hereby dissolved and 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 days after the date of this decree. If an appeal from this decree is taken within forty-two 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 one-half against the plaintiff and one-half against the defendant as per the agreement.

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

FIFTH: That the Agreement of the parties executed the 14th day of February, 1994 is hereby made a part of the final decree by reference.

SIXTH: Reference is hereby made in this final decree to a separate order entitled, Income Withholding Order, the entry of which is required of this Court by the provisions of Section 2 of Act No. 84-445 of the Alabama Legislature and which is specifically incorporated herein as a part of this Court's final order and decree in this cause. Said Order directs the Obligor's employer, or any future employer, to withhold from income due the Obligor the amount ordered herein to be paid as support and maintenance of Obligor's minor child(ren) on a continuing basis.

The Court finds that there is good cause not to require immediate income withholding. However, in the event the Obligor becomes delinquent in a dollar amount equal to one month's

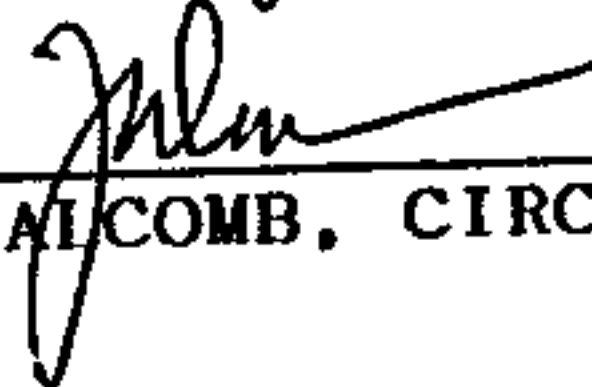
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SHELBY COUNTY JUDGE OF PROBATE
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136 8th St. SW. 1
Alabaster, AL 35007

support and upon Obligee's affidavit to that effect, then the withholding order shall be issued upon payment of the service fee.

The parties have entered into a fair written agreement and have filed with the Court those forms required under Rule 32, A.R.J.A. The reasons stated in the parties' Agreement and Notice of Compliance in rebuttal of the presumption in favor of the guideline determination are adopted herein as findings of the Court.

Done and Ordered this the 11th of April, 1994.



ROGER HALCOMB, CIRCUIT JUDGE

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

FILED IN OFFICE
BESSEMER DIVISION

IN RE: THE MARRIAGE OF

MONY BRATTON,

PLAINTIFF,

VS.

JIMMY CHARLES BRATTON,

DEFENDANT.

34 MAR 29 P4:33

CIVIL ACTION NO. DR 94-192

AGREEMENT

Comes now Mony Bratton and Jimmy Charles Bratton 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.

I. DIVORCE

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

II. CUSTODY AND VISITATION RIGHTS

The Wife shall have the sole care, custody and control of the minor children of the parties, namely: Rachel Bratton, age 12; and Dillon Bratton, age 5. The Husband shall have the following rights of visitation with said minor children:

- a. The first and third weekends of each month from 6:00 p.m. Friday until 6:00 p.m. the following Sunday;

- b. Each December 26th at 3:00 p.m. until 3:00 p.m. on the following New Year's Day;
- c. Four weeks during the summer in two week intervals, separated by no less than two weeks, selected by the non-custodial parent, but upon written notice to the custodial parent on or before May 1st of each year.
- d. Every other Thanksgiving Day from 10:00 a.m. until 6:00 p.m. of the same day beginning with the non-custodial parent having visitation on Thanksgiving of 1995;
- e. Alternate AEA Spring Holidays when the children are not in school commencing 6:00 p.m. Friday preceding the week of Spring Vacation through 6:00 p.m. Sunday, the day before resumption of school, beginning with the non-custodial parent having visitation during Spring Holidays of 1995;
- f. Other and different times of visitation may be exercised by agreement of the parties, without prejudice to the other periods of prescribed visitation.

III. CHILD SUPPORT

That the Husband shall pay to the Wife as support and maintenance of the minor children of the parties the sum of One Thousand Four Hundred and 00/100 Dollars (\$1,400.00) per month. Said sum shall be payable in installments of Seven Hundred and 00/100 Dollars (\$700.00) on the 1st and 15th day of each month, beginning on March 1, 1994, and each and every month thereafter until said children reach the age of majority, marry, become self-supporting, die or as otherwise provided by law.

IV. MEDICAL EXPENSES

The Husband shall provide and maintain hospitalization and major medical insurance for the use and benefit of the minor children of the parties. All non-covered medical expenses, including, but not limited to, hospital, doctor, dental, optical care, co-payments, prescription drugs, and the like, incurred on behalf of said minor children shall be the responsibility of the Husband.

V. REAL ESTATE

The Husband is divested of all his right, title and interest to, and the Wife is invested with all right, title and interest in and to the homeplace of the parties located at 136 - 8th Street S.W., Alabaster, Alabama 35007, more particularly described as follows:

A parcel of land located in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Beginning at the Southeast corner of Lot 8 in Block 1 of Nickerson's Survey on Helena Road as recorded in Map Book 3 page 116 in the Office of the Probate Judge and run North parallel with Pine Street 200 feet to a point of beginning; thence running in a Westerly direction across Lots No.'s 8 and 7, perpendicular to Pine Street 200 feet; thence running in a Northerly direction parallel with Pine Street 100 feet; thence running in an Easterly direction perpendicular to Pine Street 200; thence running in a Southerly direction parallel with Pine Street 100 feet to the point of beginning; being situated in Shelby County, Alabama.

Further, the Husband shall, within thirty (30) days from the execution of this Agreement, convey his interest in this property to the Wife, free and clear of any lien or encumbrance, with the exception of the mortgage to Standard Federal Servicing.

VI. MORTGAGE, AD VALOREM TAXES AND INSURANCE

The Wife shall be responsible for, and shall pay same as they become due, all mortgage payments to Standard Federal Servicing, ad valorem taxes and insurance due on the homeplace of the parties, and she agrees to indemnify and hold the Husband harmless from her failure to pay same.

VII. HOUSEHOLD GOODS, FURNITURE AND PERSONAL PROPERTY

That the Husband is vested with all right, title and interest to the oak office desk, antique Coca-Cola cooler, his tools, guns, clothes and personal items. That the Wife is vested with all of the household furniture, furnishings, goods, wares, and personal property, with the exception of the above listed items which are awarded to the Husband.

VIII. AUTOMOBILES

The Wife is awarded the 1980 Ford Bronco automobile of the parties, and the Husband is divested of any and all interest he may have therein. The vehicle identification number of that automobile being: U15GLHA9092. The Husband shall execute any and all documents necessary to effect the transfer of his interest in said vehicle to the Wife, free and clear of any lien or encumbrance.

The Husband is awarded the 1993 Ford F-150 truck, 1963 Chevrolet Nova, and antique pick-up truck of the parties, and the Wife is divested of any and all interest she have may therein. The Wife shall execute any and all documents necessary to effect the transfer of her interest in said vehicles to the Husband. Further, the Husband shall be responsible for any and all remaining indebtedness owed on said vehicles, and shall indemnify and hold the Wife harmless from his failure to pay same.

IX. BOAT

The Husband is awarded the boat, motor and trailer of the parties, and the Wife is divested of any and all interest she may have therein. The Wife shall execute any and all documents necessary to effect the transfer of her interest in said boat, motor and trailer to the Husband. Further, the Husband shall be responsible for any and all remaining indebtedness owed on said boat, motor and trailer, and he agrees to indemnify and hold the Wife harmless from his failure to pay same.

XI. INDEBTEDNESS INCURRED DURING THE MARRIAGE

The Husband shall be responsible for the indebtedness owed on the following accounts, and he shall indemnify and hold the Wife harmless from his failure to pay same:

1. American General Finance
(listed in the name of the Husband only);
2. Consumer's Edge Visa;
3. Home Quarters charge card;

4. McRae's; and
5. Sears Roebuck & Company

Further, with the exception of the above listed debts, and the mortgage to Standard Federal Servicing which is the responsibility of the Wife, there is no other joint indebtedness of the parties. Therefore, the Husband and Wife shall be responsible for any indebtedness incurred in his or her name alone, and shall indemnify and hold the other party harmless from his or her failure to pay same.

XII. LIFE INSURANCE

The Husband shall maintain and keep in full force and effect a policy of life insurance insuring his life in an amount not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00), for the use and benefit of the minor children of the parties. The Husband shall name said children as irrevocable beneficiaries, with the Wife as trustee, and shall provide to the Wife proof of continuing coverage at reasonable intervals and shall not take action so as to diminish or encumber the death benefits payable thereunder. This provision constitutes the Husband's consent for the release of such information to the Wife in the event the Husband fails to provide it.

XIII. INCOME TAX RETURNS

That the parties agree to file jointly on their 1993 State and Federal income tax returns, and further agree to divide any refund equally between the Husband and Wife.

XIV. ALIMONY

That the Court shall retain jurisdiction over the payment of periodic alimony by the Husband, pending subsequent economic need and/or hardship on the part of the Wife.

XV. BUSINESS

That the Wife makes no claim to the business presently owned by the Husband, Ideal Environments, Inc., and the Husband shall indemnify and hold the Wife harmless from any and all liability whatsoever arising therefrom.

XVI. UTILITY ACCOUNTS

That the Husband shall cooperate with the Wife in the transferring of all utility accounts and deposits presently existing on their home located at 136 - 8th Street, Alabaster, Alabama. Said utility accounts and deposits to be transferred to the Wife.

XVII. ATTORNEY FEE AND COURT COSTS

That the parties agree to divide equally the attorney fee and court costs incurred in this proceeding.

XVIII. MISCELLANEOUS

The parties agree and are directed to execute such documents as may be requested by the other party that are appropriate to effectuate or consummate any of the provisions contained in this Agreement.

XIX. GENERAL MUTUAL RELEASE

Each of the parties hereto is, except for the obligations undertaken herein, expressly released by the other from any and all claims, actions, causes of action or other rights that such party might have asserted against the other party for any act or omission of any type, or any breach of any obligations, whether arising from contract, tort or otherwise, occurring at any time prior to the execution of this Agreement, it being the agreement of the parties hereto that this Agreement does put to rest any claim that either might have had against the other, but for this release, except for the obligations expressly undertaken in this Agreement.

XX. 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 influence 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 condition.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals on this the 14th day of February
1994.

Dianne R. Taylor
WITNESS

Monny Bratton
MONY BRATTON

Dianne R. Taylor
WITNESS

✓ Jimmy Charles Bratton
JIMMY CHARLES BRATTON

The wife acknowledges that she is not expecting a child
at the time of the execution of this Agreement.

Dianne R. Taylor
WITNESS

Monny Bratton
MONY BRATTON

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