

STATE OF GEORGIA)
DEKALB COUNTY)

AFFIDAVIT

Before me, the undersigned Notary Public in and for said County in said State, personally appeared PAMELA BRUCKNER, who, being known to me, and who being by me first duly sworn, deposes under oath and says as follows:

1. That the undersigned is over the age of twenty-one (21) years and resides at 8050 Habersham Waters Road, Dunwoody, Georgia, 30350.

2. That the undersigned has personal knowledge and information pertaining to the facts in this Affidavit.

3. That the undersigned was formerly known as Pamela H. Nunnelley.

4. That the undersigned filed a certain divorce action naming Fred G. Nunnelley, III as defendant in the Circuit Court of Jefferson County, Alabama (Civil Action Number DR92 182 JGB).

5. That a Final Judgment of Divorce (the "Judgment"), a certified copy of which is attached hereto, was entered by the Court in said divorce action settling the division of property between the parties to said divorce action.

6. That the legal description of the "Valleydale Road, Shelby County" property (the "Property") mentioned in paragraph 1(b)(i) of the Agreement of the Parties (the "Agreement") attached to the Judgment is as follows:

A part of the SE 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 West, being more particularly described in two tracts as follows:

Tract "A":

Commence at the Southwest corner of the SE 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 West; thence North along the West line of said 1/4-1/4 Section a distance of 581.81 feet to a point on the Southeasterly right-of-way line of Valley Dale Road; thence 57 deg. 30' to the right and along the Southeasterly right-of-way line of Valley Dale Road a distance of 393.94 feet to the point of beginning; thence continue along last described course a distance of 196.97 feet to a point; thence 122 deg. 28'30" to the right and Southerly a distance of 260.77 feet to a point; thence 57 deg. 31'04" to the right and Southwesterly a distance of 197.01 feet to a point; thence 122 deg. 28'56" to the right and Northerly

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a distance of 260.80 feet to a point on the Southeasterly right-of-way line of Valley Dale Road and the point of beginning.

Tract "B":

Commence at the Southwest corner of the SE 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 West, and run in a Northerly direction along the West line of said 1/4-1/4 Section at a distance of 320.96 feet to a point; thence 57 deg. 30' to the right in a Northeasterly direction at a distance of 394.03 feet to the point of beginning; thence continuing along the last described course a distance of 197.01 feet to a point; thence 122 deg. 28'56" to the right in a Southerly direction a distance of 220.00 feet to a point; thence 57 deg. 31'04" to the right in a Southwesterly direction a distance of 197.01 feet to a point; thence 122 deg. 28'56" to the right in a Northerly direction a distance of 220.00 feet to the point of beginning.

6. That the terms of the Agreement provide that the undersigned is entitled to receive the first \$100,000.00 of any net proceeds from the sale of the Property and one-half (1/2) of the remaining net proceeds from such sale and that Fred G. Nunnelley, III is prohibited from encumbering the Property in any way pending the sale of same.

7. That the purpose of this Affidavit is to give notice of the undersigned's interest in the Property, as provided in the Judgment and the Agreement, to prospective purchasers and lienholders.

IN WITNESS WHEREOF, I have set my hand and seal this 24th day of April, 1996.

Pamela Bruckner
PAMELA BRUCKNER

Sworn to and subscribed before me this the 24th day of April, 1996.

Virginia J. Hurst
Notary Public
My Commission expires: 8-24-99

This instrument prepared by:

William M. Phillips, Jr., Esquire
Lange, Simpson, Robinson & Somerville
417 North 20th Street, Suite 1700
Birmingham, Alabama 35203

FINAL JUDGMENT OF DIVORCE

IN RE: THE MARRIAGE OF

Pamela H. Nunnally

PLAINTIFF,

Fred G. Nunnally, III,

DEFENDANT.

CIRCUIT COURT
TENTH JUDICIAL CIRCUIT OF ALABAMA

CIVIL ACTION
DS93 183 JGB

FILED IN OFFICE

MAR 27 1992

POLLY CONRAD
CLERK OF CIRCUIT COURT
JEFFERSON COUNTY, AL

FINAL JUDGMENT OF DIVORCE

THIS CAUSE, which was submitted for final judgment upon the pleadings and proof. Upon the evidence presented and adjudged by the Court as follows:

FIRST, the marital relationship heretofore existing between the parties are dissolved and the said Plaintiff, Pamela H. Nunnally and said Defendant, Fred G. Nunnally, III, are divorced each from the other.

SECOND, the parties shall not marry again except to each other until sixty (60) days after the date of this judgment. If an appeal is taken (which must be instituted within forty-two (42) days from the date of this judgment, if a post-trial motion is denied), then neither party shall again marry during the pendency of the appeal.

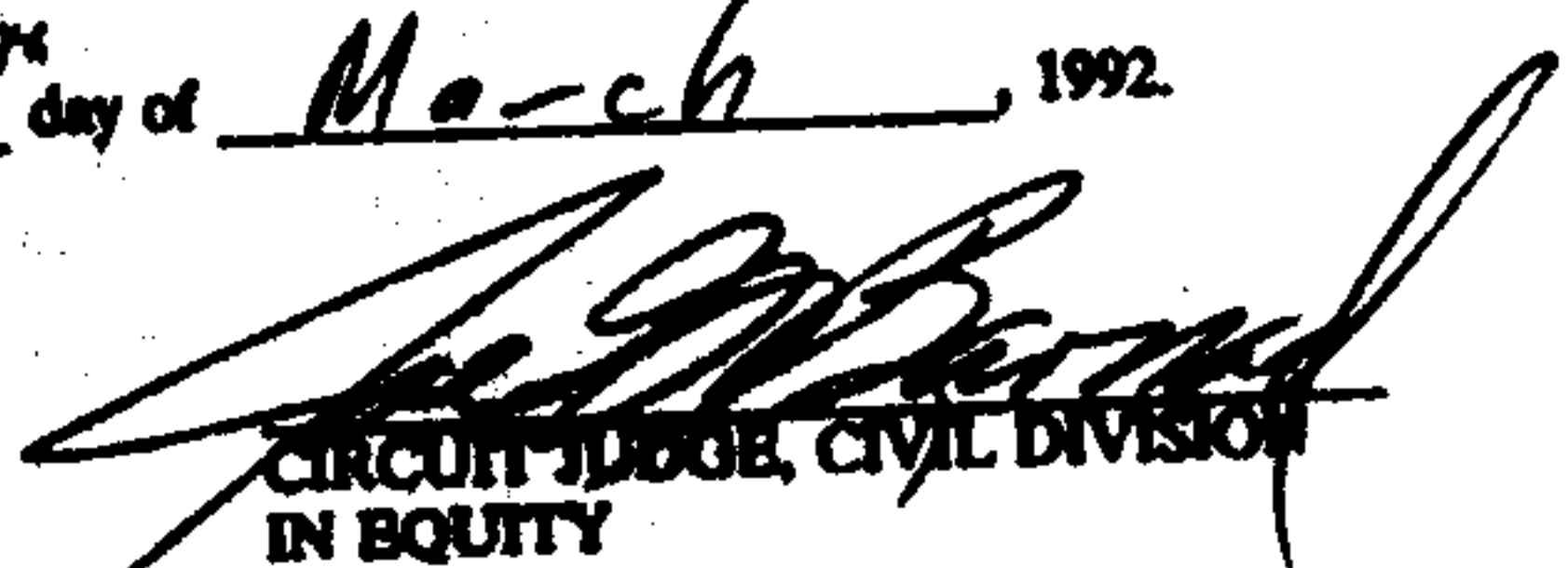
THIRD, the costs of Court accrued herein are hereby taxed against Defendant.

FOURTH, the Plaintiff shall resume the use of her maiden name, Pamela Jane Hall.

FIFTH, it is further ORDERED, ADJUDGED and DECREED by the Court that the Agreement of the parties filed in this cause, attached hereto, is hereby ratified and approved and made a part of this decree inasmuch as it fully set out herein and the parties to this cause are ordered to comply herewith.

• • • • LAST ITEM • • • •

DONE and ORDERED this the 26th day of March, 1992.


CIRCUIT JUDGE, CIVIL DIVISION
IN EQUITY

Copies of this Judgment mailed pursuant
to Rule 77(d) of the Alabama Rules of
Civil Procedure.

Dated: MAR 30 1992

1992.

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
EQUITY DIVISION

FILED IN OFFICE

MAR 18 1992

PAMELA H. NUNNELLEY,

PLAINTIFF,

VS.

FRED G. NUNNELLEY, III,

CIVIL ACTION NO. 92-001
DR92 182 JGB JEFFERSON COUNTY, AL

POLLY CONRAD
CLERK OF CIRCUIT COURT

AGREEMENT OF THE PARTIES

WHEREAS, Pamela H. Nunnelley, hereinafter referred to as "Wife", has filed a Bill of Complaint for divorce against Fred G. Nunnelley, III, hereinafter referred to as "Husband", in the Circuit Court of Jefferson County, Alabama, and

WHEREAS, the parties have agreed with each other as to the settlement of their affairs and have agreed to make this Agreement be made a part of any final judgment of divorce which may be rendered in this cause,

IT IS, THEREFORE, agreed and understood by and between the parties as follows:

1. REAL PROPERTY.

(a) The parties own a home located at 3374 Hermitage Road, Birmingham, Alabama 35223. Wife is awarded the full right, title and interest in and to said house and Husband is divested of any interest therein. Husband shall convey to Wife by Statutory Warranty Deed all of his right, title and interest in and to the said property. Wife shall assume and be solely responsible for the outstanding indebtedness on said property and shall indemnify and hold the Husband harmless in connection therewith.

(b) (1) The parties own commercial property located on Valleydale Road, Shelby County. The property is presently on the market to be sold. The property

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shall be available at reasonable times for inspection by brokers and by prospective purchasers. Both parties shall cooperate and use efforts reasonable calculated to produce the best sales price then available in the market, and the selling price shall be one which is agreeable to the Husband and Wife. In the event that the parties shall not be able to agree upon a minimum gross selling price, the same shall be fixed by an independent real estate appraiser designated by the parties, and the determination of that appraiser shall be binding upon the parties. The cost of the appraisal shall be shared equally by the parties. The appraiser shall ascertain the minimum gross selling price by determining a value for which the property can reasonably be expected to be sold in the then present market.

(ii) The Husband shall pay all charges in connection with the property, pending the sale of the ~~residence~~ ^{property}, including, but not limited to, the taxes, insurance and all repair or other upkeep expenses. Husband warrants that said property is free and clear of all liens, mortgages and encumbrances. The Husband agrees that he will not encumbered said property in any manner pending the sale.

(iii) Upon the sale of the property, the Wife shall receive the first One Hundred Thousand and 00/100 (\$100,000.00) Dollars from the net proceeds, after which the parties shall equally divide the remaining proceeds. "Net proceeds" shall be deemed to constitute gross receipts resulting from the sale of the residence less the usual expenses of sale. "Expenses of sale" shall be deemed to be any broker's commissions, attorney's fees for representation of each party on the sale and any other expenses agreed

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to in the sales contract. The parties shall each request the mortgage company, at closing, to issue separate checks and 1099 forms to Husband and Wife. In the event the mortgage company, at closing, will not issue a 1099 form to both Husband and Wife, the parties shall cooperate with one another, and provide to the other, all necessary information regarding the said residence, including, but not limited to, the purchase price, date of purchase, improvements made and costs of same, for purposes of income tax calculations.

(iv) In the event the property remains unsold after ninety (90) days from the date of the Final Judgment of Divorce, either party shall have the right to seek a judicial sale upon appropriate petition.

(c) The full right, title and interest in and to the property located at Gulf Shores, Alabama is hereby confirmed to the Husband. Husband shall assume and be responsible for the outstanding mortgage on said property, and shall indemnify and hold the Wife harmless as to any claims made in connection therewith.

2. PERSONAL PROPERTY.

(a) Title to the 1991 Lexus is hereby confirmed and vested in the Wife. Wife shall be responsible for any indebtedness on said automobile and shall indemnify and hold the Husband harmless therefor.

(b) Title to the 1991 Mercedes 450 SL, 1991 Acura NSX and four (4) transport vans are hereby confirmed and vested in the Husband. Husband shall be responsible for any indebtedness on said automobiles and vans, and shall indemnify and hold

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the Wife harmless therefor.

(c) Wife shall have all right, title and interest in and to the joint checking accounts at SouthTrust bank, account # 77738677 and AmSouth bank, account # 01842765, and Husband is divested of any interest therein. Husband shall cooperate with the Wife in transferring said accounts to her name.

(d) Wife shall have all right, title and interest in and to the contents of the joint safe deposit box located at AmSouth bank, and Husband is divested of any interest therein. Husband shall cooperate with the Wife in transferring said safe deposit box to her name.

(e) Wife shall take sole title to and possession of the domesticated animals of the parties, including the dogs, Trudy and Booker. Husband shall take sole title to and possession of the dog Ginger, the pet bird, Arthur, his bird cage, stand and seed. The dog Ginger shall remain in the possession of Wife until such time as Husband has an appropriate place to keep a large dog. Husband and Wife shall agree on the accommodations for said dog before its removal from the possession of the Wife.

(f) All items of personal or real property currently in the Wife's name or belonging solely to her, (except as specifically referred to in this Agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, IRA's, KEOGH's, and/or pension and profit-sharing plans, retirement plans, business interests, partnerships, insurance policies, books, and the like, shall be her sole property, and

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the Husband renounces any interest that he may have therein.

(g) All items of personal or real property currently in the Husband's name or belonging solely to him, (except as specifically referred to in this Agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, IRA's, KEOGH's, and/or pension and profit-sharing plans, retirement plans, business interests, partnerships, insurance policies, books, country club memberships, and the like, shall be his sole property, and the Wife renounces any interest that she may have therein.

(h) The Wife is vested with full right, title and interest in and to all the furniture, furnishings, fixtures, appliances, goods, and wares located in the marital residence, at 3374 Hermitage Road, Birmingham, Alabama and Husband is divested of any interest therein, except that Husband shall be vested with full right and title to the following:

1. Husband's personal photographs
2. weight-lifting equipment-nautilus, weight bench, barbells and associated weights
3. Husband's childhood bedroom suite-dresser and bureau
4. Husband's grandmother's furniture-iron bed, china cabinet, buffet
5. TKE bar stool
6. Husband's personal clothing and toiletries
7. Husband's personal memorabilia and AC3 records stored in outside storage room

Husband shall remove said items from the marital residence on or before May 1, 1992.

(i) The Husband shall return to the Wife within fifteen (15) days from the signing of this agreement herein her Hartmann luggage hanging bag which shall thereafter

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be the separate property of the Wife.

3. DEBTS

(a) The Husband shall be responsible for all debts in his separate name and shall indemnify and hold the Wife harmless therefor.

(B) The Wife shall be responsible for all debts in her separate name and shall indemnify and hold the Husband harmless therefor.

4. ALIMONY

It is the expressed intention of the parties that the issue of periodic alimony is reserved for the limited protection and purpose of insuring that the Wife suffers no liability from Husband's business interests set out in paragraph 6 herein or the filing of tax returns as set out in paragraph 5.

5. TAX RETURN

(a) The parties hereto agree that they shall file joint Federal and State Income Tax returns for the year 1991. In the event that there is any tax due upon the filing of said returns, the Husband agrees to be responsible for the said payment and to indemnify and hold the Wife harmless therefor. In the event the parties receive a refund, the Wife shall receive the first Seven Thousand Five Hundred Fifty Nine and 05/100 (\$7,559.05) Dollars from the federal tax return and Two Thousand Four Hundred Twenty Eight and 14/100 (\$2,428.14) from the state tax return, after which the Husband shall receive the remaining refunds.

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(b) The parties hereto agree that they shall file joint amended Federal tax returns for the years 1987, 1988, 1989 and 1990. The parties further agree that they shall file joint amended State of Alabama tax returns for the years 1987 and 1988. In the event that there is any tax due upon the filing of said amended returns, the Husband agrees to be responsible for the said payment, and to indemnify and hold the Wife harmless therefor. Any refunds occasioned by the said amended tax returns shall be divided equally (50-50) by the parties.

(c) The parties shall equally divide the refund for the IRS miscalculation of penalties for the year 1988.

(d) The Husband shall be solely and absolutely responsible for and shall hold the Wife harmless from any income tax liability for their joint return or any return filed by his business(es) for any year during which the parties were married unless such tax liability can be directly attributable to the separate estate or investments of the Wife.

6. BUSINESS INTEREST.

(a) The Husband shall be the sole and absolute owner of all of his ownership interest in all businesses in which he may own any interest, together with its assets and liabilities, free from all rights, claims, and interests of the Wife. Wife hereby relinquishes any ownership interest which she may have in any of said businesses and assigns the same to the Husband. Furthermore, she agrees to execute any documents which may be necessary to carry out the provisions of the paragraph.

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(b) Husband shall assume and pay any outstanding indebtedness, including contingent liabilities, relating to said businesses, and shall indemnify and hold the Wife harmless therefor. The Husband further agrees to indemnify and hold the Wife harmless from and against deficiency assessment, tax lien or any claim for taxes or penalties that may arise as a result of any and all income tax returns previously filed for said businesses. The Husband shall further indemnify and hold the Wife harmless from any expenses, including reasonable attorneys' fees, in connection with the indemnities set out in this paragraph.

7. ATTORNEY'S FEE AND COURT COSTS.

(a) The Husband shall pay to Wife the sum of Five Thousand and 00/100 (\$5,000.00) Dollars for her use in paying her attorney, Judith S. Crittenden, as a contribution to her total fee for legal services rendered in this case simultaneously with the signing of this agreement. Said sum shall be paid directly to Judith S. Crittenden.

(b) The Husband shall pay the Court costs incident to securing the divorce.

8. MAIDEN NAME.

The parties hereto agree that the Wife shall resume the use of her maiden name: Pamela Jane Hull.

9. MISCELLANEOUS.

(a) Each party hereto has made a full disclosure of his or her assets and liabilities, each has been fully informed of his or her legal rights and obligations hereunder, and each has signed this agreement voluntarily, intending to be bound by it.



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(b) The parties understand that this agreement constitutes the entire contract between the parties and supersedes any prior understandings or agreements between them upon the subjects covered in this document. There are no representations or warranties other than as set forth herein.

(c) Both parties state that he or she has freely entered into this Agreement. This Agreement was executed free of any duress, coercion, collusion, or undue influences. In some instances, it represents a compromise of disputed issues. However, both parties believe that the terms and conditions are fair and reasonable, and both parties have been represented throughout this proceeding by independent counsel of their own choosing.

WITNESS MY HAND AND SEAL, this 16th day of March, 1992.

Julia B. Kishbaugh
WITNESS

Pamela H. Nunnelley
Pamela H. Nunnelley

WITNESS MY HAND AND SEAL, this 17th day of March, 1992.

James L. Day
WITNESS

Fred G. Nunnelley, III
Fred G. Nunnelley, III

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05/01/1996-14146
09:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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I, Polly Conradi, Clerk of the Circuit Court of
Jefferson County, do hereby certify that the
foregoing is a true, correct and full copy of
the instrument herewith set out as appears of
record in said Court.

WITNESS my hand and the seal of said Court,
this

the _____ day of **APR 15 1996**, 19____

Polly Conradi
CLERK

