

STATE OF ALABAMA )

SHELBY COUNTY )

## AFFIDAVIT OF LUANN LAIRD HENSLEY

My name is LuAnn Laird Hensley and I am selling property located at 526 Highway 200, in the City of Montevallo, in the County of Shelby, and the State of Alabama. I have also gone by the names of LuAnne Lawson and LuAnn Laird and it is my testimony that LuAnn Lawson, LuAnne Laird and LuAnn Hensley are one and the same person. I was at one time married to Dennis Lawson. In the divorce decree, attached and marked Exhibit A, I was awarded the home located at 526 Highway 200, Montevallo, Alabama 35115. Dennis Lawson was divested of any interest in said property.

  
LuAnn Laird Hensley

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a notary public in and for the State of Alabama, hereby certify that LuAnn Laird Hensley, whose name is the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3<sup>rd</sup> day of September, 1996.



Notary Public

My Commission Expires: 5-13-2000

Inst # 1996-33139

10/10/96 1996-33139  
02:11 PM CERTIFIEDSHELBY COUNTY JUDGE OF PROBATE  
006 MCD 22.00

**EXHIBIT A**

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA  
(EQUITY)

DENNIS LAWSON,	)	
PLAINTIFF,	)	
VS.	)	CASE NO. DR-91-297
LU ANN LAWSON,	)	
DEFENDANT.	)	

FINAL JUDGMENT OF DIVORCE

This cause coming on to be heard on the 2nd day of July, 1991, and both parties being present with their respective attorneys, and the Court being advised that the parties had agreed upon the terms of a settlement of all the matters in controversy between them, the terms of said agreement having been read into the record in Open Court, and the Plaintiff and his Attorney, the Honorable William Eason Mitchell, and the Defendant, and her Attorney, the Honorable William E. Swatek, all agreeing and acknowledging that that was the Agreement of the parties, the parties requested that said terms of the agreement be incorporated into a final decree of divorce. The Court having called the case for Hearing and the Plaintiff taking the stand and testifying and upon consideration of the testimony and evidence in the case, the Agreement of the parties, and the Pleadings in this matter, it is accordingly;

ORDERED, ADJUDGED and DECREED by the court:

1. That the bonds of matrimony heretofore existing between the parties are dissolved and the said Dennis Lawson and Lu Ann Laird Lawson are divorced each from the other.

2. That 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 the date of 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.

3. The cost accrued herein are taxed as Paid.

4. The Defendant, Lu Ann Laird Lawson is hereby awarded the use of her Maiden name, to-wit, "Laird".

5. Plaintiff is awarded the 1989 GMC pick-up truck which is in the name of the Defendant, and the Defendant shall pay the balance due GMAC on said pick-up truck. Defendant shall further execute a tag transfer to the Plaintiff and Plaintiff shall cause said tag to be transferred into his name.

6. The Plaintiff shall be awarded the 1980 Buccaneer mobile home (Serial #6718). The Plaintiff shall pay any and all balances due on said mobile home and Plaintiff shall further cause the Defendant's name to be removed from title to said mobile home and removed from the mortgage to said mobile home. Plaintiff shall further hold the defendant harmless from any liability resulting from his failure to pay any balance due on said mobile home, it being understood that his failure to pay said indebtedness could cause the Defendant to become liable to the mortgagee and/or lienholder, which in turn could affect her ability to support and maintain herself, and therefore, Plaintiff's obligation hereunder is in no way dischargeable in bankruptcy.



7. Plaintiff is awarded the following personal property which is in his possession:

- A. Horse Trailer
- B. Horse (Diana)
- C. Horse Tack
- D. Horse Hay
- E. Tiller
- F. Chainsaw
- G. Flat bed trailer
- H. Mazda pick-up truck
- I. 280-Z automobile
- J. Wet/dry Vacuum
- K. Black Tool Box
- L. Bed liner for pick-up truck
- M. Small hauling trailer
- N. His stereo
- O. Wheel barrel

8. The Plaintiff shall also be awarded the following personal property which is in the possession of the Defendant:

- A. Horse known as "Sassy So Intangible"
- B. The Rottweiler dog "Bob-a-Lou"
- C. His tool box and tools
- D. His personal papers and items

*H.E.S.*  
*6/M*  
9. The home of the parties and the real property on which it is situated is the only real property in which either party has any interest and 100% of said real property is hereby awarded to the Defendant. Title to the same is hereby confirmed in

the Defendant and the Plaintiff is divested of any interest in said real property. The Defendant shall pay the mortgage due on said property and shall hold the Plaintiff harmless and indemnify him for her failure to pay said indebtedness. The real property confirmed in and vested in the Defendant is described as follows:

*J. L. S.*  
From the NE Corner of the NW 1/4 of the SE 1/4 of Section 11, Township 24 North, R12E run Southerly along the East line of said 1/4 1/4 Section 71.05 feet; thence turn right an angle of 117 deg. 48' and run Northwesterly 288.70 feet to point of beginning of land herein described; thence continue Northwesterly on same course 269.06 feet, thence turn left an angle of 133 deg. 08' and run Southeasterly 40.05 feet; thence turn right an angle of 15 deg. 15' and run Southerly 742.09 feet; thence turn left an angle of 133 deg. 17' and run Northeasterly 25.46 feet; thence turn left an angle of 13 deg. 26' and run Northeasterly 239.53 feet; thence turn an angle of 90 deg. 00' and run Northwesterly 208.70 feet thence turn right an angle of 90 deg. 00' and run Northeasterly 208.70 feet to point of beginning; this being a part of the NW 1/4 of the SE 1/4 and the SW 1/4 of the NE 1/4 of Section 11, Township 24 North, Range 12 East, Shelby County, Alabama. Subject to Easements and restrictions of record.

10. The Defendant is awarded any and all savings acquired during the marriage of the parties.

11. The Defendant is hereby awarded all personal property in her possession or under her control except as otherwise herein provided.

12. The Defendant shall pay the following debts of the marriage:

A. The loan on the barn in the approximate amount of Thirty Five Hundred (\$3500.00) Dollars.

B. The balance due on the Visa Charge Account.

C. The balance due on the Penny's Charge Account.

D. The balance due on the Parisian's Charge Account.

E. The balance due on the McRaes Charge Account.



F. The balance due on the Yielding's Charge Account.

13. Costs are taxed as paid

14. Each party is to pay their own attorney's fees.

15. The parties are further ordered to execute any and all documents necessary to carry out the terms and provisions of this Final Judgment of Divorce.

16. The Plaintiff and Defendant are hereby Ordered, restrained and enjoined from harassing, intimidating, or threatening each other, or having any contact whatsoever with each other, permanently. The Court hereby directs the Sheriff of Shelby County or any duly appointed Law Enforcement Officer within the State of Alabama, to enforce the provisions of this Paragraph.

DATED THIS THE 3<sup>rd</sup> DAY OF July, 1991.

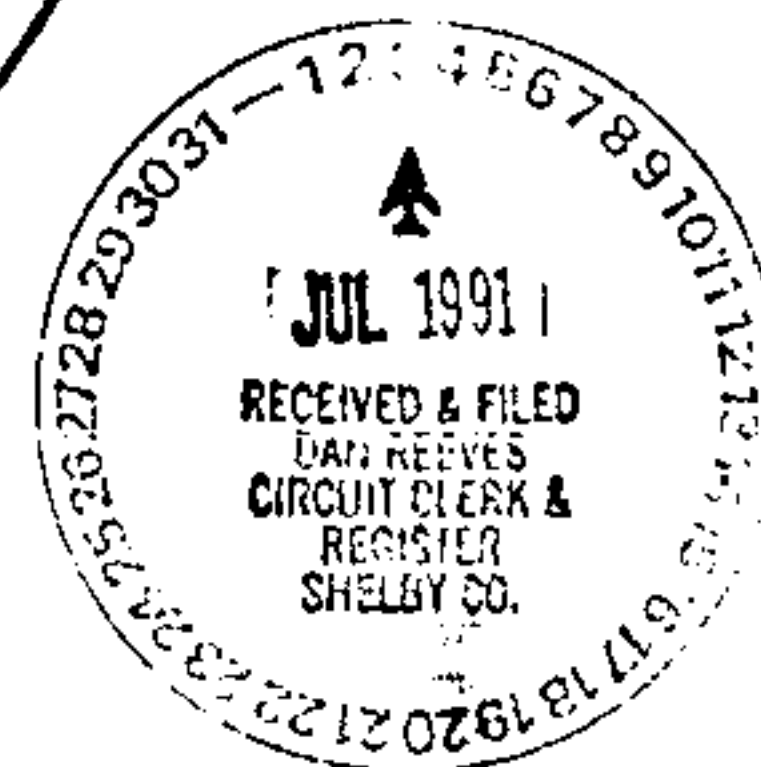
  
OLIVER HEAD  
CIRCUIT JUDGE

Approved: 

Eason Mitchell  
Attorney For Plaintiff

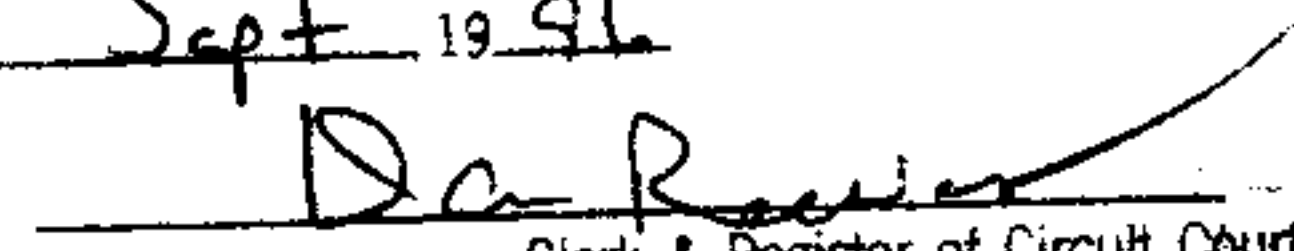
Approved: 

William E. Swatek  
Attorney For Defendant



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 original 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

Witness my hand and seal this the 30  
day of Sept 1991

  
Clerk & Register of Circuit Court

Inst # 1996-33189

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