

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA



IN RE: THE MARRIAGE OF)
JERRY LEE BOWEN,)
Plaintiff,)
vs.)
BRENDA B. BOWEN,)
Defendant.)

CIVIL ACTION NO. DR _____

AGREEMENT

Comes now Jerry Lee Bowen and Brenda B. Bowen, 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 be awarded custody of the minor children, Jason B. Bowen and Jinger L. Bowen. The husband shall be entitled to reasonable rights of visitation with said children.

III. CHILD SUPPORT

As child support, the wife shall be entitled to all payments from the following mortgages owed to the parties:

- (a) Mickle to Bowen
- (b) Seelback to Bowen
- (c) Wheeler to Bowen
- (d) Wooten to Bowen

The husband will sign all documents necessary to assign his interest in said mortgages to the wife within 30 days of the date of the final decree. The amount which the wife shall receive is in excess of the amount recommended by the child support guidelines (Rule 32 A.R.J.A.) The child support guidelines, therefore, shall not apply.

Except as set forth below, the wife shall be entitled to all payments from said mortgages, including those which become due after the youngest child reaches the age of majority.

However, in the event that the husband should obtain custody of the children, before the youngest child reaches the age of 19, then the wife shall assign to the husband her interest and rights in the mortgages and the husband shall be entitled to receive all payments from said mortgages.

IV. TAX EXEMPTION

The wife shall be entitled to claim both children as dependents for State and Federal Income Tax purposes.

V. INSURANCE AND MEDICAL EXPENSES

The husband shall provide medical insurance for the minor children until they reach the age of majority, or, in the event that the children attend college, until they finish college or until age 23, whichever occurs first. All routine medical, dental, optical, and prescription drug expenses of the minor children which are not covered by insurance shall be paid by the wife. The husband and wife shall equally divide the deductible payment each year.

VI. COLLEGE EXPENSES

The parties shall each be responsible for one half of the cost of college tuition, books, fees, housing, food, transportation, clothing, and other miscellaneous expenses of the minor children while they are attending college.

VII. REAL PROPERTY

The house and real property located at 251 County 438, Wilsonville, Alabama 35186 shall be divided as follows:

- (a) The wife shall be awarded the real property described as:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 1 EAST, RUN EAST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 294.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE IN A STRAIGHT LINE A DISTANCE OF 754.98 FEET. THENCE LEFT 158°-21'-49" A DISTANCE OF 89.87 FEET; THENCE RIGHT 22°-07'-02" A DISTANCE 216.27 FEET; THENCE LEFT 10°-09'-07" A DISTANCE OF 618.59 FEET; THENCE LEFT 123°-36'-06" A DISTANCE OF 525.04 FEET TO THE POINT OF BEGINNING. SAID PROPERTY CONTAINS 4.6 ACRES MORE OR LESS.

The husband shall execute a statutory warranty deed conveying his right, title and interest to the wife within 30 days of the final decree of divorce.

- (b) The husband shall be awarded the remainder of the real property, together with the homeplace of the parties. This property shall be divided into 2 separate parcels.

Parcel 1, containing the house and 1.9 acres is described as follows:

PARCEL I

From the Southwest corner of the SE 1/4 of the SW 1/4 of Section 5, Township 20 South, Range 1 East, run Eastwardly along the South line of said 1/4-1/4 a distance of 740.59 feet; thence left 90 degrees 28 minutes a distance of 346.62 feet to the point of beginning; thence continue in a straight line a

distance of 210.00 feet; thence right 90 degrees 00 minutes a distance of 365.58 feet to a point on the approximate bank of a lake; thence right 76 degrees 30 minutes along the approximate bank of said lake a distance of 215.96 feet; thence right 103 degrees 30 minutes a distance of 416.0 feet to the point of beginning; also to include a 30-foot easement with the centerline described as follows; beginning at the NE corner of said property run Westwardly along the North line of said property a distance of 106.66 feet to the point of beginning of the centerline of a 30-foot easement for ingress and egress; thence right 84 degrees 04 minutes a distance of 220.62 feet; thence right 92 degrees 35 minutes a distance of 93.80 feet to a point on the West right of way line of County Road No. 438. According to survey of Van Marcus Peavy, RLS #16681, dated August 11, 1992.

The wife shall be entitled to exclusive use and possession of Parcel 1 until the youngest child of the parties reaches the age of 19 (December 3, 1999). The agreement shall be recorded in the Probate Court of Shelby County as evidence of the wife's right to exclusive use and possession until December 3, 1999. The husband shall have the right to use and occupy the office located on said property but shall not have the right to enter the homeplace. The wife shall not have the right to enter the office building. The husband shall not permit members of the opposite sex to which he is romantically involved to visit the lake located on said property until the wife vacates said property (December 3, 1999).

Parcel 2 shall contain the remaining 35.5 acres of land and shall be deeded to the husband without restrictions. Parcel 2 is described as follows:

PARCEL II

A tract of land situated in Section 5, Township 20 south, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 20 south, Range 1 East, Shelby County, Alabama, and run in a Northerly direction along the West line of said 1/4 1/4 Section a distance of 1325.04 feet to the Northwest corner of said 1/4 1/4 Section; thence turn an interior angle of 88°53'00" and run to the right in an Easterly direction along the North line of said 1/4 1/4 Section a distance of 133.03 feet to a point; thence turn an interior angle of 271°07'00" and run to the left in a

Northerly direction a distance of 110.23 feet to a point on the Southerly right-of-way line of Shelby County Road #438; thence turn an interior angle of 65°09'00" and run to the right in a Southeasterly direction along the Southerly right-of-way line of said Shelby County Road #438 a distance of 119.09 feet to a point; thence turn an interior angle of 163°36'45" and run to the right in a Southeasterly direction along the Southerly right-of-way line of said Shelby County Road #438 a distance of 398.73 feet to a point; thence turn an interior angle of 192°49'10" and run to the left in a Southeasterly direction along the Southerly right-of-way line of Shelby County Road #438 a distance of 483.32 feet to a point; thence turn an interior angle of 160°7'00" and run to the right in a Southeasterly direction along the Southerly right-of-way line of Shelby County Road #438 a distance of 212.20 feet to a point; thence turn an interior angle of 202°25'00" and run to the left in a Southeasterly direction along the Southerly right-of-way line of Shelby County Road #438 a distance of 559.64 feet to a point; thence turn an interior angle of 171°37'50" and run to the right in a Southeasterly direction along the Southerly right-of-way line of Shelby County Road #438 a distance of 625.19 feet to a point; then turn an interior angle of 169°08'20" and run to the right in a Southeasterly direction along the Southerly right-of-way line of Shelby County Road #438 a distance of 215.98 feet to a point; thence turn an interior angle of 203°03'10" and run to the left in a Southeasterly direction along the Southerly right-of-way line of Shelby County Road #438 a distance of 87.48 feet to a point on the South line of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 20 South, Range 1 East; thence turn an interior angle of 20°51'15" and run to the right in a Westerly direction along the South line of said 1/4 1/4 Section a distance of 1049.37 feet to the Southwest corner of said 1/4 1/4 Section; thence turn an interior angle of 179°57'30" and run to the right in a Westerly direction along the South line of the Southeast 1/4 of the Southwest 1/4 of Section 5 a distance of 1312.04 feet to the point of beginning; containing 40.84 acres more or less.

LESS AND EXCEPT THAT CERTAIN PROPERTY DESCRIBED IN PARCEL

I. and the real property awarded to the wife as described in Paragraph VII. (a).

(c) Until the wife vacates the home, the wife shall be responsible for all utility payments including utilities for the shop, provided that these payments do not increase by more than 20% of the current annual average. In the event of an increase of more than 20%, the husband shall be responsible for twenty percent (20%) of the cost of all utilities and shall pay said amount to the wife within ten (10) days of receipt of utility bills.

- (d) The husband shall remove all personal property awarded to him from the homeplace of the parties within thirty (30) days of the date of the Final Decree, except for those items listed on "Exhibit A" which may remain in the house for storage or the children's use. The husband may obtain these items on request to the wife, provided, however, that the wife shall be present at the time the husband takes possession of these items.
- (e) The husband shall be responsible for all exterior repairs and/or maintenance to the homeplace including the HVAC and septic system.
- (f) The husband shall be responsible for all mortgage payments, taxes, and insurance on the above-stated property and shall indemnify and hold the wife harmless from same. In the event of default, both the husband and wife shall be notified by Collateral Mortgage Co.
- (g) In the event that the husband falls sixty days behind on the mortgage payments during the period that the wife is entitled to occupy the homeplace, the husband shall notify the wife of said delinquency. If the husband is unable to bring the payments current on or before 7 days before the 3rd payment is due, the wife shall have the right to make up said payments, and assume liability for all future payments. In this event, the husband will be divested of any interest which he has in and to the house and 1.9 acres and the wife shall be entitled to all right, title and interest in and to said property.

2. The wife shall be awarded the following parcels of real property:

- (a) 104 Johnson Street, Columbiana, Alabama
- (b) 107 Gum Street, Columbiana, Alabama
- (c) 2221 Rock School Road, Harpersville, Alabama
- (d) 9060 Highway 55, Harpersville, Alabama
(The legal description for this property is contained in two separate deeds. The husband shall execute 2 deeds for this property.)
- (e) 1408 U.S. Highway 280 East, Harpersville, Alabama
- (f) 40 Stoneridge Lane, Sterret, Alabama

3. The husband will execute Statutory Warranty Deeds for each parcel of property to the wife within thirty (30) days of the date the Final Decree is entered in this matter. In the interim, the wife shall be entitled to all rental income from the above-stated property.

4. The husband shall be awarded the eight (8) acres of property located on Highway 55 and the one (1) acre lot located at Million Dollar Lakes.

The wife will execute a Statutory Warranty Deed for each parcel of property to the husband within thirty (30) days of the date the Final Decree is entered in this matter.

VIII. DEBTS

1. The wife shall be responsible for the indebtedness owed to Peggy Vance and shall indemnify and hold harmless the husband from same.

2. The husband and wife shall each be responsible for one-half of any liability of Bowen Construction Co. and/or Bowen Construction Co., Inc. for repairs which are presently being made at the residence of Charles E. Bugg, 4370 Cliff Road, Birmingham, Alabama.

IX. BUSINESS INTERESTS

The husband shall be awarded all right, title and interest in and to Bowen Appraisal Service.

X. HOUSEHOLD GOODS, FURNITURE AND PERSONAL PROPERTY

1. The wife shall be awarded the following items of personal property:

1. All household items
2. IBM 486 Computer

3. John Deere Lawn Mower
4. Push mower
5. 357 pistol - 4" barrel
6. Three (3) sets of tools
(carpenter, mechanic, yard)
7. Her IRA Accounts
8. Playhouse
9. 38 special pistol

2. The husband shall be awarded the following items of personal property:

1. Established office equipment
2. Weight Room Equipment
3. Ford 4000 Diesel Tractor & implements
4. Camping equipment, (tents, etc.)
5. Back-packing Equipment
6. Canoeing Equipment
(2 canoes and 3 kayaks)
7. Guns, ammo - reload equipment
8. Two (2) guitars (Gibson electric and Martin Acoustic)
9. His IRA Accounts
10. Fishing Equipment
11. Tools - Construction Company
Carpenter
Mechanics
Yard
12. Truck bed trailer

3. Additionally, the husband shall be awarded the items set forth on Exhibit "A", but will be permitted to leave these items at the homeplace of the parties for the use of the minor children or for storage. SEE ATTACHED EXHIBIT "A".

XI. AUTOMOBILES

1. The wife shall be awarded the 1987 Astro Van. The husband shall sign any document necessary to transfer his right, title and interest in said vehicle to the wife.

2. The husband shall be awarded the 1989 Plymouth Voyager and the 1986 Ford Pickup F-100. The wife shall sign any document necessary to transfer her right, title and interest in said vehicles to the husband.

XII. ATTORNEY'S FEES AND COURT COSTS

13. Each party shall be responsible for his/her own attorney's fees. Court costs shall be equally shared by the parties.

XIII. DISCLOSURE AND ENTIRE AGREEMENT

Both parties warrant they have made a full faith disclosure to the other of the existence of all of their interest in any and all property, income and earnings from any and all sources, whether standing in their name or otherwise. Both parties acknowledge that they were informed of their right to seek and utilize the services of independent legal counsel prior to negotiation this Agreement. Both parties acknowledge that the Agreement is fair and is not the result of any fraud, duress, or undue influence exercised by either, and they further agree that this Agreement contains the entire understanding of the parties, there being no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the 26 day of October, 1995.

[Signature]
WITNESS

Gerry L Bowen
JERRY LEE BOWEN

[Signature]
WITNESS

Brenda B Bowen
BRENDA B. BOWEN

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

[Signature]
WITNESS

Brenda B Bowen
BRENDA B. BOWEN

EXHIBIT "A"

1. Deer head hanging over fireplace, until Christmas.
2. One Ruger Security six 357 magnum revolver - 6" barrel.
3. One Remington model 1100 - 12 gauge sbotgun. Serial # M481662V
4. One Remington 30-06 Woodsmaster Model 742. Serial # 7421578
5. One Smith and Wesson 22 caliber, stainless steel - 4" barrel.
6. All weight room equipment.
7. Backpacking equipment, including 2 Marmot Mountain sleeping bags.
8. Two metal base cabinets.
9. One varnished plywood desk, built by Joe Vance.
10. One wood grain, laminated reloading bench and shelves above it.
11. One white base cabinet with a small 90° angle.
12. One rolling laminated display fixture with four swivel wheels.
13. Two stained, wooden base cabinets with no tops.
14. One Sears Craftsman radial saw with stand.
15. One anvil, made from RR rail.
16. One green, 17' Easy Rider Sea Kayak, with accessories.
17. One green, 17' Old Town Canoe.
18. One open 17' Vagabond Kayak.
19. One white, double sided, glass front display case.
20. Two sets of steel adjustable shelves.
21. One green plywood camp box.
22. Two self-climbing tree stands.
23. One black gun case.

Inst # 1997-07159

03/07/1997-07159
12:23 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
011 MCD 33.50