

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF ALABAMA

SHERRY G. MURPHY,

PLAINTIFF,

VS.

NO. DR 97 3580 RAF

FILED IN OFFICE

DEC 24 1997

POLLY CONRADI
CLERK OF CIRCUIT COURT
DOMESTIC RELATIONS DIVISION
JEFFERSON COUNTY, AL

GARY LEE MURPHY,

DEFENDANT.

FINAL JUDGMENT OF DIVORCE

THIS CAUSE came on for hearing on the 16th day of December 1997 upon the Plaintiff's Complaint for divorce and the Defendant's Answer and Counter-Claim, and upon consideration of said pleadings together with the Memorandum Agreement entered into by and between the parties and the testimony taken by this Court, the Court is of the opinion that the following order should be entered. Accordingly, it is

ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

FIRST: That the bonds of matrimony heretofore existing between the parties be and hereby are dissolved, and the Plaintiff, Sherry G. Murphy hereinafter referred to as Wife, and the Defendant, Gary Lee Murphy, hereinafter referred to as Husband, are divorced each from the other.

SECOND: 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 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.

REAL ESTATE

THIRD: That the marital residence having the address of 2308 Ridge Trail, Birmingham, Alabama 35242, shall be awarded to the Wife and the Husband is divested of any interest therein. The Husband shall execute a quitclaim deed forthwith conveying any interest he has in said real estate to the Wife. The Wife shall be responsible for the payment of the outstanding mortgage indebtedness on said property and shall indemnify and hold the Husband harmless from any liability thereon as well as any expenses and debts associated with said residence. The Wife shall not cause any further encumbrances on said residence so long as the Husband's name is on the outstanding mortgage except in a situation where the Husband's name is removed from said mortgage. The parties acknowledge that the outstanding mortgage indebtedness on said property is approximately Two Hundred Thousand Dollars (\$200,000).

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SHELBY COUNTY JUDGE OF PROBATE

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PERSONAL PROPERTY

FOURTH: That the Wife shall be awarded the stereo and television presently in the marital residence; the antique bar and hutch; recliner; and other personal property owned by her prior to the marriage.

FIFTH: That the Husband shall be awarded the 1984 Buick Lesabre automobile; his computer; photographs; books; and other personal property owned by him prior to the marriage.

SIXTH: That the Husband shall be awarded the refrigerator presently in the marital residence, and the Husband shall be responsible for the payment of the outstanding indebtedness thereon and shall indemnify and hold the Wife harmless from any liability thereon.

SEVENTH: That the Husband shall be awarded the grill and he shall pay the outstanding indebtedness to Alagasco and shall indemnify and hold the Wife harmless from any liability thereon.

EIGHTH: All other items of personal or real property currently in the Husband's name, possession, or belonging solely to him, (except as specifically referred to in this Judgment), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, automobiles, securities, retirement plans, business interests, partnerships, insurance policies, books and the like shall be his sole property, and the Wife hereby renounces any interest that she may have therein.

NINTH: All other items of personal or real property currently in the Wife's name, possession, or belonging solely to her, (except as specifically referred to in this Judgment), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, automobiles, securities, retirement plans, business interests, partnerships, insurance policies, books and the like shall be her sole property, and the Husband hereby renounces any interest that he may have therein.

DEBTS

TENTH: That each party shall pay their own debts not otherwise provided for herein and shall indemnify and hold the other party harmless from any liability arising thereon.

GENERAL RELEASE

ELEVENTH: That each party is hereby released from any claim or obligation of any type to the other that, but for this release, would otherwise have survived this judgment of divorce, except for those obligations undertaken herein, or imposed herein, upon each party.

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EXECUTION OF DOCUMENTS

TWELFTH: That each party is ordered and directed to execute all documents of any type that may be necessary or expedient for the consummation of the provisions of this judgment.

ATTORNEY'S FEE / COURT COSTS

THIRTEENTH: That each party shall be responsible for the payment of their own respective attorney fees.

FOURTEENTH: That the costs of this action shall be taxed as paid.

DONE AND ORDERED THIS THE 24 DAY OF December, 1997.

ORIGINAL SIGNED BY
R. A. Ferguson, Jr.

CIRCUIT JUDGE

Copies of this Order mailed to Terry M. Cromer and Mark H. Elovitz pursuant to Rule 77(d) of the Alabama Rules of Civil Procedure this date.

JAN 06 1998

Dated: _____

Polly Conradi

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