

STATE OF ALABAMA
COUNTY OF

SCRIVENER'S AFFIDAVIT

Before me, the undersigned authority, appeared Lee Borden, who, after being duly sworn, deposes and says on oath as follows:

1. That my name is Lee Borden, that I am over the age of 21 years, I have personal knowledge of the information contained herein. I am an attorney licensed to practice law in the State of Alabama.
2. That on or about August 14, 1998, I prepared a Quit Claim Deed which is recorded in Instrument # 1998-44686, in the Probate Office of Shelby County, Alabama.
3. The property on the quit claim deed was described as Lot 4, together with an undivided 1/43rd interest in Lot 44 (common area), according to the Map of The Oaks, recorded in Map Book 10 page 89 in the Office of the Judge of Probate of Shelby County, Alabama..
4. That the correct legal description of the property is Lot 34, together with an undivided 1/43rd interest in Lot 44, (common area), according to the Map of The Oaks, recorded in Map Book 10, Page 89, in the Office of Judge of Probate of Shelby County, Alabama.
5. The quit claim deed was prepared pursuant to Divorce Decree, Jefferson County Case DR-98-2679, a copy of which is attached.
6. Lot 4, The Map of the Oaks, is not now nor has ever been owned by Thomas P. Himes and/or Barbara B. Himes. The property intended to be conveyed in the quit claim deed is Lot 34, The Map of the Oaks, being the only property in Shelby County, Alabama owned by Thomas P. Himes and Barbara B. Himes.



Lee Borden

Sworn to and subscribed before me on this the 19 day of July, 1999.



Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Oct. 23, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Inst # 1999-30514
07/21/1999-30514
11:45 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 HNS 21.00

In re the Marriage of

Thomas Paul Himes

Plaintiff,

v.

Barbara B. Himes,

Defendant,

Jefferson County Circuit Court

Civil Action No.

DR 98 2679 ✓

Decree

This cause came before the Court and was submitted for final judgment upon the pleadings and proof. Upon consideration thereof, it is ordered and adjudged by the Court as follows:

1. That the bonds of matrimony heretofore existing between the parties are dissolved, and the said **Thomas Paul Himes** and **Barbara B. Himes** are divorced each from the other.

2. That neither party shall marry again except to each other until 60 days after the date of this Judgment of Divorce, and if an appeal is taken (which must be instituted within 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.

3. The Agreement of the parties filed in this cause, attached hereto, is hereby ratified and approved and incorporated in this decree by reference, and the parties are ordered to comply with it.

4. Costs taxed as paid.

LAST ITEM

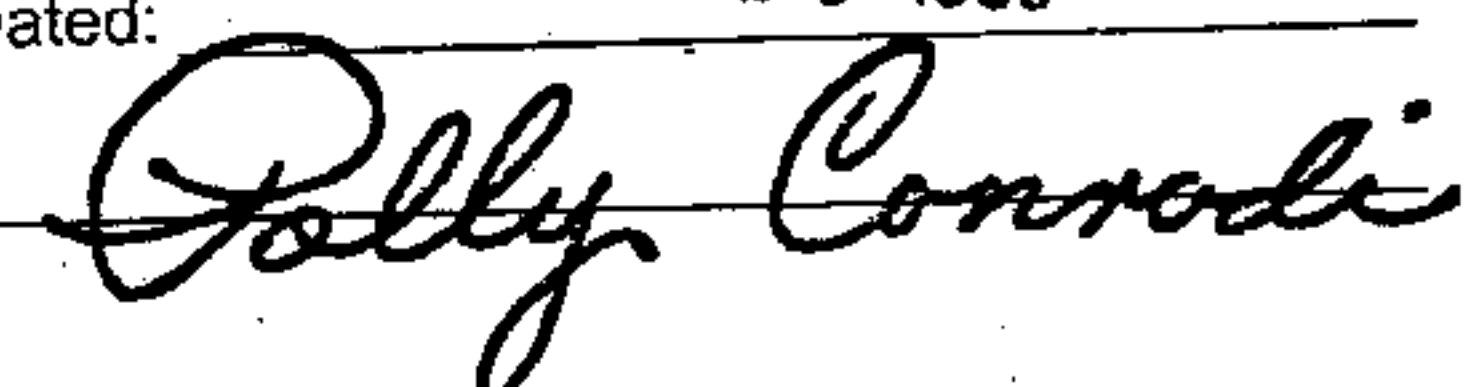
DONE and ORDERED this 22 day of SEPTEMBER, 1998.


CIRCUIT JUDGE

Copies of this Order mailed to the attorney for the Plaintiff pursuant to Rule 77(d) of the Alabama Rules of Civil Procedure this date.

Dated:

SEP 25 1998



FILED IN OFFICE

SEP 23 1998

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

In re the Marriage of

Thomas Paul Himes

Plaintiff,

v.

Barbara B. Himes,

Defendant,

Jefferson County Circuit Court

FILED IN OFFICE

AUG 12 1998

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

Civil Action No.

JGP

DR98 2679

Agreement

The above named parties, Barbara B. Himes (the Wife), and Thomas Paul Himes (the Husband), desiring to settle all financial matters by mutual agreement and having reached this agreement in open court on this date, do execute this instrument as a memorandum for final agreement and decree as follows:

1. Property.

1.1. The Marital Home.

- 1.1.1. The parties jointly own real estate located at 204 Park Stone Drive, Madison, AL 35758 (the Madison House). The Husband will convey to the Wife all of his right, title, and interest in the Madison House by quitclaim deed. The Wife will have all rights to the escrow account. The Wife will be solely responsible for, and will pay, the mortgage debt on the Madison House as it matures. The Wife will hold the Husband harmless from the mortgage debt on the Madison House.
- 1.1.2. The parties jointly own real estate located at 34 The Oaks Circle, Birmingham, AL 35244 (the Hoover Townhouse). The Wife will convey to the Husband all of her right, title, and interest in the Hoover Townhouse by quitclaim deed. The Husband will have all rights to the escrow account. The Husband will be solely responsible for, and will pay, the mortgage debt on the Hoover Townhouse as it matures. The Husband will hold the Wife harmless from the mortgage debt on the Hoover Townhouse.

1.2. Automobiles.

- 1.2.1. The 1994 Mercury Grand Marquis automobile, which is now owned by the Husband, is awarded to the Wife. The Husband has conveyed title to the Wife.
- 1.2.2. The Husband will retain the 1998 Buick Park Avenue automobile, which is already leased in his name. The Husband will be responsible for paying off all the lease payments remaining due on said automobile and shall hold the Wife harmless from any liability arising from lease obligations and indebtedness related to such automobile.

T.P.H.
B.B.H.

1.3. Bank Accounts.

- 1.3.1. The joint checking account at AmSouth will be closed after the divorce is effective and the proceeds divided equally.
- 1.3.2. The parties have already agreed on a division of their remaining bank accounts. Each party will retain sole ownership in the accounts that bear his or her name.

1.4. Qualified Retirement Plans.

The Husband and the Wife have a total of four accounts, all with American Express/IDS: the Husband's annuity, the Husband's IRA Annuity, the Husband's IRA, and the Wife's IRA Annuity. The parties will total these four accounts within 30 days after the divorce decree is granted, and each party will receive 50% of the total balance. Values for such division will be those provided by American Express/IDS. The parties will mutually agree on which account or accounts to divide to accomplish this allocation.

1.5. Other Personal Property.

- 1.5.1. The Husband and the Wife have agreed to an equitable division of their personal property.
- 1.5.2. All other items of personal or real property currently in the Husband's name or belonging solely to him (except as specifically described in this Agreement), including without limitation cash, bank accounts, clothing, clothing accessories, jewelry, securities, retirement plans, business interests, partnerships, insurance policies, and books, music, art, tools, equipment, and intellectual property, shall be his sole property, and the Wife hereby renounces any interest that she may have therein.
- 1.5.3. All other items of personal or real property currently in the Wife's name or belonging solely to her (except as specifically described in this Agreement), including without limitation cash, bank accounts, clothing, clothing accessories, jewelry, securities, retirement plans, business interests, partnerships, insurance policies, and books, music, art, tools, equipment, and intellectual property, shall be her sole property, and the Husband hereby renounces any interest that he may have therein.
- 1.5.4. The parties have already agreed to an equitable division of family photographs, videotapes, and keepsakes. Each party agrees to provide reasonable access to the other (after reasonable notice) for copying these documents.

2. Marital Obligations.

The Wife currently has medical bills totaling \$6,898.50. These bills are under appeal with the doctors and Blue Cross/Blue Shield. Should the findings show an obligation to pay, the Husband and the Wife will each pay 50% of such bills.

3. Alimony.

Both the Husband and the Wife waive any and all right to receive periodic alimony, past, present and future.

9/26/79

T.P.H.
B.D.A.

4. Miscellaneous.

4.1. Taxes.

- 4.1.1. The parties agree that the Husband has already provided the funds to pay the property taxes and mortgage interest on the Madison House through the end of 1998 and that he is entitled to deduct these expenses on his 1998 income tax return.
- 4.1.2. The parties agree that the Husband has provided or will provide the funds to pay the property taxes and mortgage interest on the Hoover House through the end of 1998 and that he is entitled to deduct these expenses on his 1998 income tax return.
- 4.1.3. Each party will indemnify the other from any assessment, penalty, interest, or loss arising from any income produced or reported by such party during the marriage, to the extent such assessment, penalty, interest, or loss arises from participation in any joint tax return filed by the Husband and the Wife together.

4.2. Execution.

Each party shall execute any and all documents necessary to effectuate the terms of this agreement including, but not limited to, deeds, bills of sale, certificates of title, tax forms, real estate contracts, and the like. If this Agreement requires the Husband or the Wife to accomplish an act but doesn't state a time limit for completion, the act will be completed within 60 days after the divorce is effective.

4.3. Costs.

Each party shall pay his or her respective attorney, if any. The plaintiff shall pay court costs.

THE PARTIES HAVE EXECUTED THIS AGREEMENT to take effect on the effective date of the divorce.



Thomas Paul Himes
Plaintiff



Barbara B. Himes
Defendant

Inst # 1999-30514

07/21/1999-30514
11:45 AM CERTIFIED
Shelby Co. J.O.P.
006 MMS 21.00

I, Sally 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 **JUL 19 1999** .

Sally Conradi
Clerk

