

IN THE CIRCUIT COURT OF SHELBY COUNTY

JOHN FRANKLIN CARPENTER,

Plaintiff,

vs.

DR-99- 738

JANICE CARPENTER,

Defendant.

**FINAL JUDGMENT OF DIVORCE**

This cause, coming on to be heard, was submitted for Final Judgment upon the Plaintiff's Complaint, Notice of Non-Representation of Defendant, Answer and Waiver of the Defendant, and Testimony as noted by the Notary Public. Upon consideration thereof, it is ORDERED and ADJUDGED by the Court as follows:

FIRST: That the bonds of matrimony heretofore existing between the parties are dissolved, and the said Plaintiff, JOHN FRANKLIN CARPENTER, and said Defendant, JANICE CARPENTER, 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 the 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. Thereafter, each party may, and they are hereby, permitted to again contract marriage upon the payment of costs of this suit.

THIRD: That the AGREEMENT of the parties filed herein, a copy of which is attached hereto, marked Exhibit "A", and made a part hereof as though set forth herein, should be and the same is hereby RATIFIED, APPROVED and CONFIRMED by the Court and same shall be fully binding on both Plaintiff and Defendant. The Plaintiff and Defendant are each hereby ORDERED and DIRECTED by the Court to faithfully perform their respective obligations as set forth therein.

Inst # 2000-01054

01/10/2000-01054

02:59 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

006 CJ1

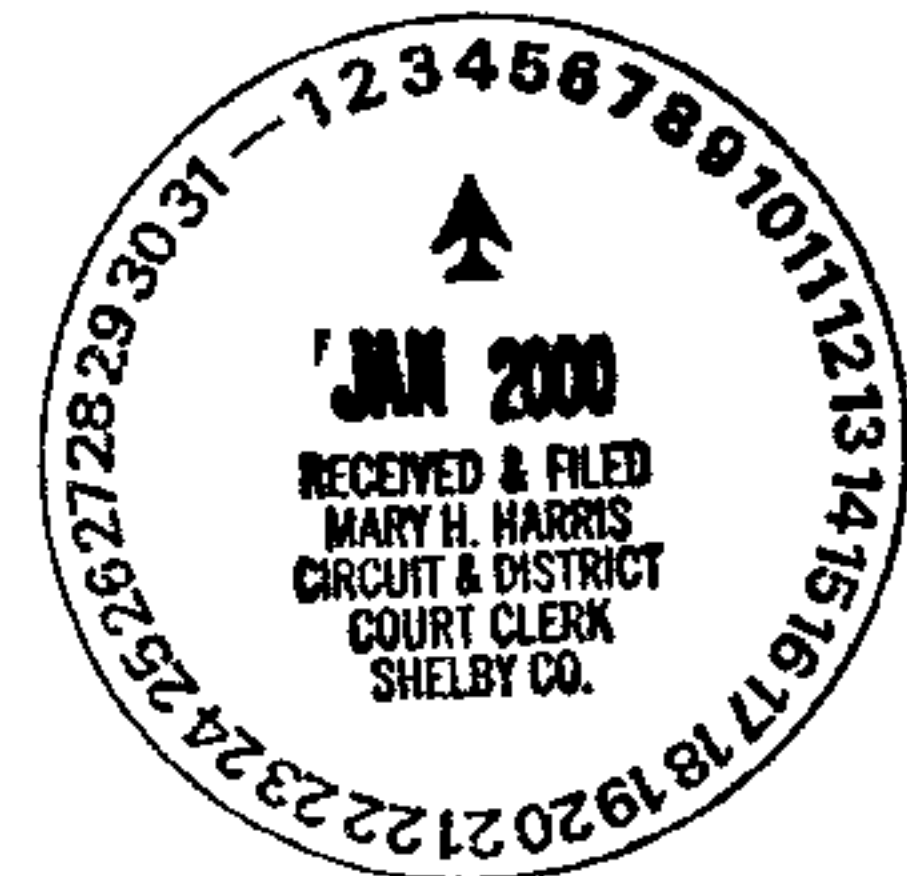
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FOURTH: That the Defendant's former name of **JANICE POOLE** be restored to her.

FIFTH: That the costs of Court in this cause are taxed as paid.

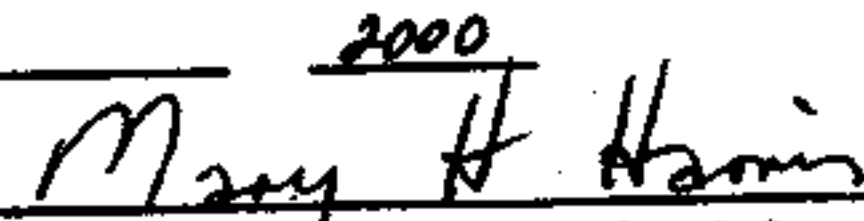
DONE AND ORDERED this the 31<sup>st</sup> day of December, 1999.

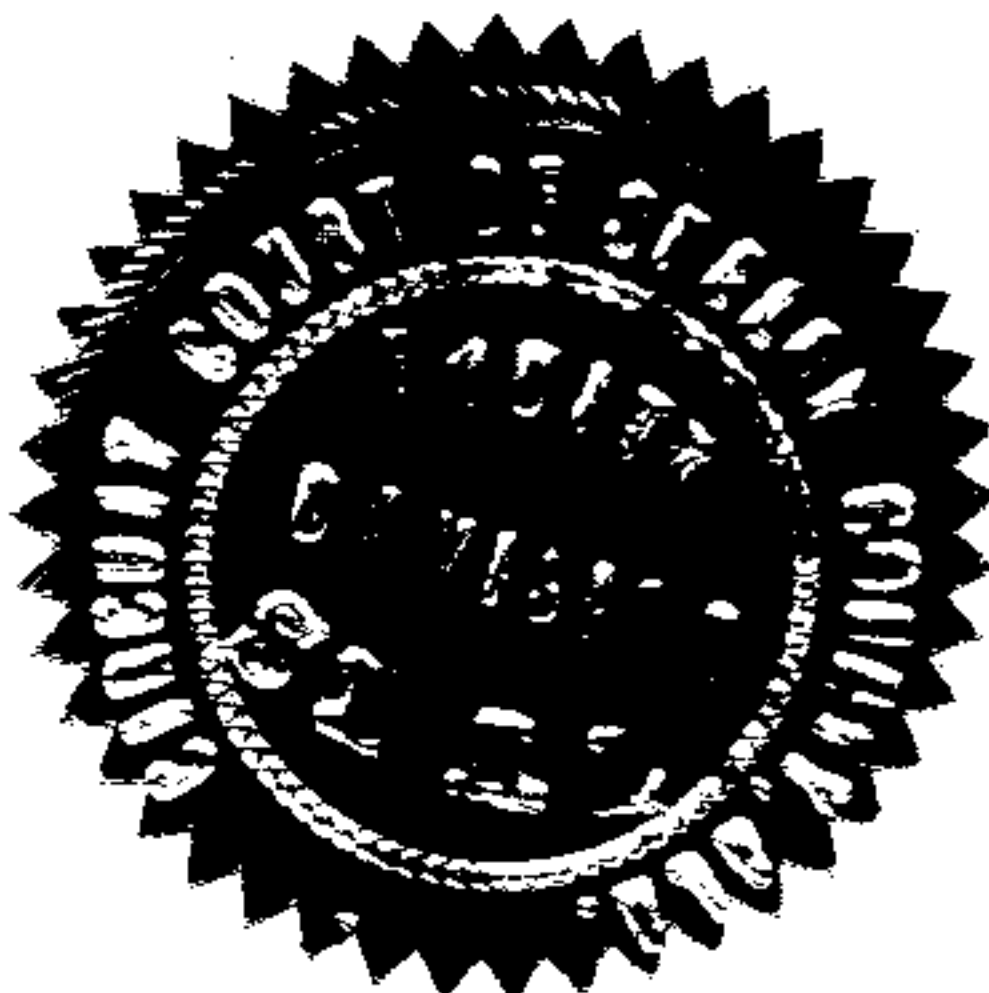
  
Circuit Judge



I, Mary Harris, 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 entered in my office.

Witness by hand and seal this the 4<sup>th</sup>

day of Jan 2000  
  
Clerk & Register of Circuit Court



JOHN FRANKLIN CARPENTER,

Plaintiff,

vs.

JANICE CARPENTER,

Defendant.

IN THE CIRCUIT COURT OF

SHELBY COUNTY, ALABAMA

CASE NO. DR-99-

AGREEMENT

The parties hereto, being John Franklin Carpenter, hereinafter referred to as the "Husband", and Janice Carpenter, hereinafter referred to as the "Wife", contemplate obtaining a divorce and have entered into the agreement hereinafter set out, which is mutually beneficial to both parties and constitutes a sufficient consideration to each of said parties for the agreements contained herein. Said parties agree as follows:

1. As a property settlement and for the Wife's interest in Oak Mountain Equestrian Center, LLC, she will receive the sum of \$15,000.00 payable as follows: \$2,500.00 on October 30, 1999; \$3,000.00 on November 30, 1999; and 20 monthly payments of \$500.00 a month beginning January 1, 2000.

The wife shall retain a lien on the assets and fixtures of said Oak Mountain Equestrian Center, LLC to secure payment of said money.

It is further agreed that in the event the Oak Mountain Equestrian Center LLC is sold that the wife shall be paid before any other obligation of said company or obligation of the Plaintiff is paid.

2. The Wife will convey all of her right, title and interest in Oak Mountain Equestrian Center, LLC to the Husband, and the Husband will indemnify and hold her harmless as to any liability of said corporation.

3. Each party has in their possession at this time all personal property owned by that party, and neither party makes any claim to any personal property in possession of the other.

4. Plaintiff and Defendant will each be responsible for and pay any debts in their own personal name, **EXCEPT** that the husband will be responsible for and shall pay FLEET CREDIT CARD, balance owing in the amount of \$2,801.00, account number being 5408 2700 7302 6466.

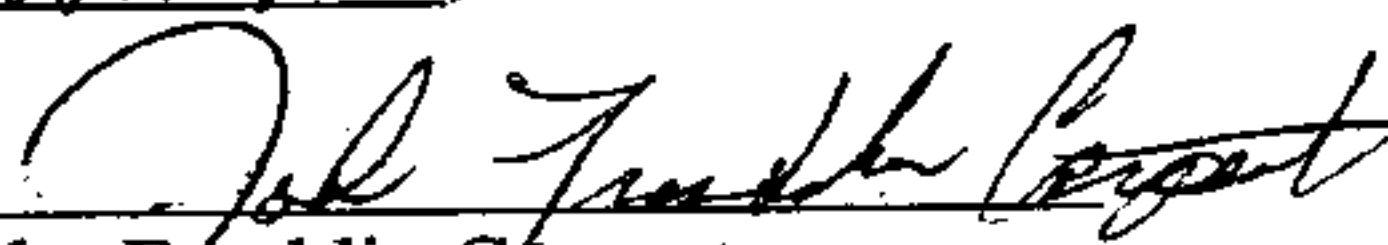
5. Defendant desires to have her maiden name, **JANICE POOLE**, restored to her.

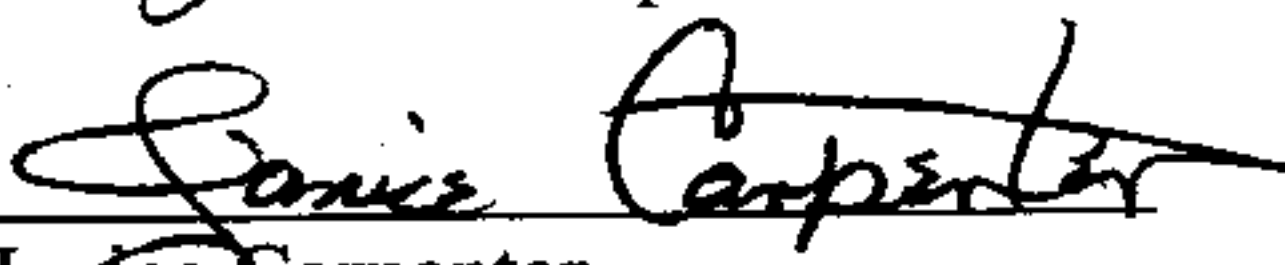
6. Defendant will convey her interest in the 1993 Eagle Summit to the Husband. The Husband shall be responsible for and pay any indebtedness owed on said vehicle and shall indemnify and hold the Wife harmless for payment of same.

7. The parties hereto agree to execute any papers necessary to carry out this agreement and agree for the Court to make such orders that are necessary to carry out this agreement.

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Executed in duplicate this 18<sup>th</sup> day of November, 1999.

  
John Franklin Carpenter

  
Janice Carpenter

State of Alabama  
Shelby County

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John Franklin Carpenter, whose name is signed to the foregoing and who is known to me, acknowledged before me on this date, that, being informed of the contents of this Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18<sup>th</sup> day of November 1999.

Bonita F. Davidson  
Notary Public

State of Alabama  
Shelby County

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Janice Carpenter, whose name is signed to the foregoing and who is known to me, acknowledged before me on this date, that, being informed of the contents of this Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18<sup>th</sup> day of November, 1999.

Monica A. Ellis  
Notary Public

Inst # 2000-01054

01/10/2000-01054  
02:59 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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