

**MARITAL STATUS AFFIDAVIT**

STATE OF ALABAMA

COUNTY OF SHELBY

RE: Property Address: 1424 5<sup>TH</sup> Avenue, Calera AL 35040

Legal Description:

LOTS 1, 2 AND 3, BLOCK 3, IN BLOCK 79, ACCORDING TO J. H. DUNSTAN'S MAP OF THE TOWN OF CALERA, ALABAMA, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ON THIS DAY, before me the undersigned, personally appeared, KATHY DENISE KIRBY, who, being first duly sworn, deposes and say that I an the grantee of that certain Quit Claim deed dated June 12, 1990 and filed for record November 9, 1990 in Shelby County Real Volume 317, Page 936. This affidavit is to certify that on the 12<sup>th</sup> day of June, 1990, Donald E. Kirby, the grantee of said deed, was a single man. Subject property was awarded to me in that Final Decree of Divorce under Case # DR-88-454, to which a copy is attached and is made a part of this affidavit.

This affidavit is given to induce Preferred Title Agency, Inc., to insure subject property without making exception to the omission of the marital status on the above reference deed.

*Kathy Denise Kirby*

Sworn to and subscribed before me this 15<sup>th</sup> day of December, 2000.

*Paul H. Hills*  
Notary Public

State of Alabama At Large

My Commission Expires: 6-18-02

Inst # 2001-01413

Inst # 2001-01413

01/12/2001-01413  
01:56 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CJ1 20.00

DONALD E. KIRBY,  
PLAINTIFF

VS

KATHY DENISE KIRBY,  
DEFENDANT

) IN THE CIRCUIT COURT OF  
)  
) SHELBY COUNTY, ALABAMA  
)  
) DOMESTIC RELATIONS DIVISION  
)  
) CASE NUMBER DR-88-454

FINAL JUDGMENT OF DIVORCE

THIS CAUSE coming on to be heard on the 19th day of September, 1989 was submitted on the pleadings in this cause. Upon consideration thereof, together with ore tenus testimony and argument by counsel, this Court is of the opinion the following order should be entered. Accordingly, it is ORDERED and ADJUDGED by the Court:

1. That the bonds of matrimony heretofore existing between the parties are dissolved and the said Donald E. Kirby and the said Kathy Denise Kirby are divorced each from the other.

2. That neither party shall again marry except to each other until sixty (60) days after the date of this Judgment of Divorce, and if appeal is taken (which must be instituted within forty-two (42) days from the 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. That the costs of Court accrued herein are hereby taxed to the Plaintiff.

4. That the care, custody, and control of the minor children of the parties, namely: Katrina Kirby and Donald E. Kirby, Jr. is hereby awarded to the Defendant, subject to the following rights of visitation reserved in the Plaintiff:

- A. The first and third weekends of each month from 6:00 P.M. on Friday until 6:00 P.M. the following Sunday;
- B. Each Christmas Day from 3:00 P.M. until 3:00 P.M. on the following New Year's Day;
- C. Thirty (30) consecutive days during the summer months at a time to be selected by the Plaintiff, but upon at least thirty (30) days advance written notice to the Defendant of the days selected for such visitation;

D. Every other Thanksgiving Day from 10:00 A.M. until 6:00 P.M. of the same day, beginning in 1989;

E. Every other birthday of the child from 6:00 P.M. on said date until 8:00 A.M. of the following day, beginning with the next birthday.

5. That the Plaintiff is hereby ordered to pay to the Defendant the sum of \$650.00 per month for the support and maintenance of the said minor children of the parties, the first payment to be due and payable on the first day of October, 1989 and subsequent payments to be due and payable on the first day of each month thereafter, until such time as the said minor children reach majority, marry or become self-supporting. In addition, the issue of college education to be furnished by the Plaintiff shall be reserved for future determination as this Court deems the determination at this time premature and lacks factors such as financial resources of the parents at the time the child intends on going to college, as well as, the child's commitment to and aptitude for the requested education.

In the event the obligor becomes delinquent in a dollar amount equal to one month of support payment as herein ordered and upon written affidavit of the obligee of such delinquency, or upon request of the obligor or upon the Court's own motion, the income withholding order for child support, which order is contained on separate paper and is specifically incorporated as a part of this decree as required by Title 30-3-61, Code of Alabama, 1975, shall be served upon the obligor's employer and shall become effective within fourteen (14) days of service of same.

6. That the Defendant is hereby awarded the homeplace of the parties and the lots in close proximity thereof, said real estate having the following legal description:

Lots 1, 2, 3, 4, 5, 6, 7, and 8 in Block 79, according to J.H. Dunstan's Map of the Town of Calera, Alabama, as recorded in the Probate Office of Shelby County, Alabama.

Plaintiff is ordered to transfer and convey all his right, title and interest in and to the above described property by general warranty deed over unto Defendant.

Further, Defendant is hereby awarded all household appliances, furniture, furnishings and personal property located in the said homeplace.

7. That the Plaintiff is awarded any and all rights the parties may have in the boat, 1979 Porsche automobile, the 1977 Datsun automobile, the dump truck, back hoe and trailer, and the 1981 Blazer and Defendant is divested of any right, title or interest therein. Plaintiff shall be responsible for the indebtedness thereon.

8. That the Defendant is awarded the 1984 Chevrolet van, the three wheeler and the go-cart. Plaintiff is ordered to transfer and convey any and all right, title and interest he may have in same over unto Defendant.

9. That the Plaintiff shall pay to the Defendant the sum of \$369.00 per month as periodic alimony, said monthly payment to coincide with the due dates of the mortgage payment on the homeplace to AmSouth, the first payment to be due and payable on the next due date of said mortgage payment. Said payments shall continue for a period of 15 years or until the Plaintiff pays off the said mortgage indebtedness to AmSouth, whichever occurs first.

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187/mo.*

10. Plaintiff shall pay all other indebtedness owed by the parties, including, but not limited to, the debt to the Internal Revenue Service in the approximate amount of \$16,000.00.

11. As further support and maintenance, Plaintiff shall pay to Defendant the sum of \$3,500.00 at the rate of \$100.00 per month with which the Defendant may pay her attorney, the Honorable Ralph Coleman, for his professional services in this cause.

12. Each party is awarded their personal property, clothes, and effects.

13. Each party is awarded one-half (1/2) interest in and to any property not specifically enumerated herein.

DONE and ORDERED this 20th day of September, 1989.

*D. Al Crossen*

D. Al Crossen-01413  
Circuit Judge  
01/12/2001-01413  
01:56 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
-3-004 CJ1 20.00

