

IN RE THE MARRIAGE OF:

SARA TEEL KERN,

PLAINTIFF,

and

PETER FRANCIS KERN,

DEFENDANT.

CIRCUIT COURT
TENTH JUDICIAL CIRCUIT OF ALABAMA

CASE NO. DR913423# 2001-14764

04/18/2001-14764
08:23 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
012 MEL 44.00

FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for Final Judgment upon the pleadings and proof. 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 SARA TEEL KERN, Plaintiff, and said PETER FRANCIS KERN, Defendant, 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.

THIRD: That the costs of Court accrued herein are hereby taxed against the Defendant.

FOURTH: That reference is hereby made in this Final Judgment of Divorce to a separate Order entitled Order of Continuing Income Withholding for Support, pursuant to CODE OF ALABAMA 1975, Title 30-3-60 et seq., which is specifically incorporated herein as a part of this Court's Order and Decree in this cause; however, this Order SHALL NOT be served until further Order of the Court.

FIFTH: It is further ORDERED, ADJUDGED AND DECREED by the Court that the Agreement of the parties filed in this cause, attached hereto, is hereby ratified and approved and made a part of this decree the same as if fully set out herein and the parties to this cause are Ordered to comply therewith.

***** FINAL ITEM *****

DONE and ORDERED this the _____ day of **SEP 17 1998**, 19____.

ORIGINAL SIGNED BY
J. GARY FATE

CIRCUIT JUDGE

FILED IN OFFICE

SEP 18 1998

Copies of this Judgment mailed pursuant to Rule 77(d) of the Alabama Rules of Civil Procedure this date.

Dated: **SEP 24 1998**

Polly Conradi

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

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

SARA TEEL KERN,

PLAINTIFF,

VS.

PETER FRANCIS KERN,

DEFENDANT.

CIVIL ACTION

NO. DR98 2623

FILED IN OFFICE

AUG 26 1998

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

AGREEMENT

THIS AGREEMENT made this day by and between Peter Francis Kern (hereinafter referred to as the "Husband") and Sara Teel Kern (hereinafter referred to as the "Wife") WITNESSETH:

WHEREAS, the Wife has filed a Complaint for Divorce against the Husband in the Circuit Court for the Tenth Judicial Circuit of Alabama, and

WHEREAS, the Husband and the Wife have agreed with each other as to the settlement of their affairs, and

WHEREAS, they have expressed the desire that this Agreement be incorporated and made a part of the Final Judgment of Divorce, subject to the approval of the Court, in the event a Final Judgment is rendered in this cause,

IT IS THEREFORE AGREED AND UNDERSTOOD, by and between the parties as follows:

CHILDREN

1. Husband and Wife shall jointly share in the care, custody and control of the minor children, Taylor Randle; Joseph Patrick; and Madeline Elizabeth; and Husband and Wife acknowledge that it is in the best interest and welfare of their children that the Husband and Wife jointly share custody. The parties further recognize the needs of their minor children for each parent's

love, attention and influence and the parties agree to cooperate fully with each other in order to provide for the best interests and welfare of their minor children. The parties further recognize the need to cooperate one with the other in matters affecting the general health, welfare, education and well-being of their minor children. Husband and Wife agree to keep each other meaningfully informed of the school progress, health matters and the like for said minor children. This Agreement intends to specifically recognize the fitness of both parents and the respective love and concern that each has for the minor children. The division of custodial time the minor children shall spend with both Husband and Wife, and, the fact that the primary residence and primary physical custody of the minor children shall be with the Wife, shall in no way negatively reflect upon the concern, care, and interest in and welfare of the parties' minor children on the part of the Husband.

The custodial time the Husband shall be afforded with the minor children shall be at any and all reasonable times as can be agreed upon between the parties.

Each parent shall keep the other informed on a current basis as to the residence address and telephone number where the children reside(s) or visit(s).

SUPPORT AND MAINTENANCE

2. The Husband shall pay to the Wife for the support and maintenance of the minor children of the parties the sum of Three Thousand Five Hundred Dollars (\$3,500) per month. Said child support shall be due on the first day of September, 1998 and shall

continue to be due on the first day of each month thereafter until said children attain the age of nineteen (19), marry or become self-supporting whichever shall first occur.

3. The Husband's monthly child support obligation shall reduce by One Thousand Dollars (\$1,000) as each child enters college.

4. The children shall have access and use of the Husband's membership privileges at Greystone Country Club at the Husband's expense.

5. The Husband shall provide each child an automobile upon each of said children attaining the age of sixteen (16). The Husband shall pay all automobile insurance premiums due on each automobile for each child.

INCOME WITHHOLDING ORDER

6. Due to the fact that the parties have made alternative arrangements for the payment of child support the Order of Continuing Income Withholding for Support being entered in this cause shall NOT go into effect until further Order of the Court.

INSURANCE

7. The Husband shall provide, pay all premiums due thereon and keep in full force and effect a policy of health, hospitalization, major medical and dental insurance for the use and benefit of the minor children of the parties for so long as he shall have an obligation to pay child support herein. The Husband shall provide the Wife with proof of the existence of said policy in the form of an identification card suitable for obtaining health services by the Wife on behalf of the minor children. The

Husband shall pay and be responsible for all medical, dental, orthodontic, prescription medicine and eye care expenses not covered by said policy.

8. The Husband shall keep in full force and effect the policy of life insurance through Protective Life with an aggregate face amount of One Hundred Fifty Thousand Dollars (\$150,000) and the Wife shall remain irrevocable beneficiary under said policy until such time as the youngest child has completed college.

9. Upon the youngest child completing college the Wife shall have the option to keep the life insurance policy in full force and effect at her expense.

COLLEGE EDUCATION

10. The Husband shall provide and pay for a college education for each child. The Husband's responsibility shall include but not be limited to college tuition, books, fees incident to the children's education, room and board furnished by the institution, clothing, transportation and a reasonable spending allowance. The Husband may discharge this obligation by payment direct to the educational institution attended for the use and benefit of the aforesaid children or direct to the children as appropriate.

11. The Husband shall be allowed to utilize the PACT plans purchased for each child in the discharge of his obligation for payment of college tuition.

12. In the event any child shall become entitled to or otherwise shall receive any scholarships or grants, the Husband shall be credited with said sum or the financial benefit during

that period of time the child shall be entitled to the education provision of this Order.

13. The Husband's obligation under this paragraph shall cease, when the child attending has completed a four year course of study or upon the child reaching his/her twenty-third (23rd) birthday, whichever event occurs first.

REAL PROPERTY

14. The homeplace of the parties located at, to-wit: 1064 Greymoor Road, Birmingham, Alabama 35242, is awarded to the Wife and the Husband is divested of any right, title or interest therein. The Wife shall pay and be responsible for any mortgage indebtedness due on said homeplace and Wife shall indemnify and hold the Husband harmless from any loss or obligation thereon. The Husband shall execute a warranty deed conveying his interest in said property to the Wife within 30 days from the date Final Judgment of Divorce is rendered.

15. The homeplace of the parties located at, to-wit: 5210 Greystone Way, Birmingham, Alabama 35242, shall be placed on the open market and sold. Each party shall remain obligated under the terms of any construction mortgage indebtedness due on said property. All proceeds from the sale of said property shall be awarded to the Wife.

16. The house and lot located at, to-wit: Cove Branch Road in Chilton County, Alabama, is awarded to the Wife and the Husband is divested of any right, title and interest therein.

17. The one-fifth (1/5) interest owned by the parties in the condominium at Seascape is awarded to the Wife. The Husband shall

execute an appropriate deed conveying his right, title and interest to the Wife in accordance with Florida law.

18. The lot located in Transylvania, North Carolina is hereby confirmed in the Husband's name.

19. The lot located in Cumberland County, Tennessee is hereby confirmed in the Husband's name.

PERSONAL PROPERTY

20. The Husband is vested with the full right, title and interest in and to all household furniture, furnishings, appliances, goods, wares and other personal property and effects in his possession, and the Wife is divested of any right, title or interest therein.

21. The Wife is vested with the full right, title and interest in and to all household furniture, furnishings, appliances, goods, wares and other personal property and effects in her possession and the Husband is divested of any right, title or interest therein.

22. All items of personal or real property currently in the Husband's name or belonging solely to him, (except as specifically referred to in this Agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, 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.

23. All items of personal or real property currently in the Wife's name or belonging solely to her, (except as specifically

referred to in this Agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, 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.

24. The furniture, furnishings and appliances located at the marital residence of the parties and the furniture, furnishings and appliances located at the lake house at Cove Branch Road in Chilton County, Alabama are awarded to the Wife with the exception of those items located in the basement of the marital residence which shall be the property of the Husband.

25. The 1997 Chevrolet Suburban and 1998 Porsche Boxter is hereby awarded to the Wife.

26. The BMW is hereby awarded to the Husband. The Husband shall pay and be responsible for any indebtedness, if any, on said automobile and the Husband shall hold the Wife harmless from any obligation thereon.

27. The 1998 Donzi 22' boat is hereby awarded to the Wife.

28. The two (2) Seadoos are hereby awarded to the Wife.

PROPERTY SETTLEMENT

29. The Husband shall pay to the Wife as property settlement the sum of Eight Thousand Dollars (\$8,000) per year. Said property settlement shall be payable at the rate of Four Thousand Dollars (\$4,000) in December and Four Thousand Dollars (\$4,000) in May beginning in 1998 and continuing each year thereafter until the youngest child enters college or Wife sells residence, whichever

shall first occur, said sum shall be applied to property taxes, licenses, property/casualty insurance, etc.

PERIODIC ALIMONY

30. The Court shall retain and reserve jurisdiction over the issue of periodic alimony. However, the parties agree that the only material change of circumstances that a Court may consider for the purposes of this paragraph are the disability of Wife or the inability of Wife to be employed.

COBRA

31. The Wife shall be entitled under COBRA to maintain the existing health insurance under which she is presently covered. The Husband shall fully cooperate in maintaining said coverage for Wife and shall take no steps to terminate such insurance. The Husband shall pay and be responsible for the monthly insurance premium until such time as the Wife is gainfully employed and provided insurance through her employer, at which time the Wife shall be solely responsible for paying the insurance premiums for said coverage.

INVESTMENTS / RETIREMENT ACCOUNTS

32. The account at Smith Barney is awarded to the Wife.

33. The Building Materials Wholesale, Inc. stock is awarded to the Husband.

34. The Outback restaurant stock is awarded to the Husband.

35. The Husband's 401(k) plan is confirmed in his name.

MISCELLANEOUS

36. The membership at Greystone Country Club is confirmed in the Husband's name.

37. The Old Memorial membership in Tampa, Florida is awarded to the Husband.

38. The Husband shall pay and be responsible for the children's extracurricular activities, camps, recreational sports activities, etc.

39. The Husband shall provide to the Wife a credit card for her use in purchasing gasoline and for maintenance for her automobiles. The charges to said credit card shall be paid by the Husband until the youngest child of the parties enters college.

40. The Husband shall further pay for the Wife's cellular phone services, connections and calls. The Husband shall be responsible for said obligation until the youngest child of the parties enters college.

41. The Husband shall provide at his expense the lawn care service for the Wife's permanent residence. The Husband shall be responsible for said obligation until the youngest child of the parties enters college.

DEBTS

42. Each party shall pay and be responsible for debts in their respective names. On each debt for which a party is responsible, that party shall indemnify and hold harmless the other therefrom.

EXECUTION OF DOCUMENTS

43. 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

44. The Husband shall pay to the Wife the sum of Five Thousand Dollars (\$5,000) for the services of her attorney of record, Stephen R. Arnold. Said sum may be made directly to Stephen R. Arnold, 600 Massey Building, 290 North 21st Street, Birmingham, Alabama 35203.

45. All costs of court accrued herein are taxed to the Husband for collection of which, execution will issue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
this 19 day of August, 1998.


WITNESS


SARA TEEL KERN
PLAINTIFF


WITNESS


PETER FRANCIS KERN
DEFENDANT



GREYSTONE

04/18/2001-14764
08:23 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
012 REL 44.00

Inst # 2001-14764

STATUTORY
WARRANTY DEED

INDIVIDUAL

02/25/1997-05935
02:58 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 13.50

Inst # 1997-05935

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:
STEPHEN R. MONK
STEPHEN R. MONK, P.C.
1855 DATA DRIVE, SUITE 100
BIRMINGHAM, ALABAMA 35244

SEND TAX NOTICE TO:
Mrs. Sara T. Kern
1064 Greymoor Road
Hoover, AL 35242

56550-15661 # 4501

THIS STATUTORY WARRANTY DEED is executed and delivered on this 13th day of DECEMBER
by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), in
favor of SARA T. KERN ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of
One-hundred and eighty-five thousand dollars and no/100

Dollars (\$ 185,000.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt
and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL, and
CONVEY unto Grantee the following described real property (the "Property") situated in Shelby County, Alabama:

**Lot 10, according to the survey of Greystone, 9th Sector, as recorded
in Map Book 21, Page 143 in the Probate Office of Shelby County, Alabama.**

The Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1997, and all subsequent years thereafter.
2. Fire district dues and library district assessments for the current year and all subsequent years thereafter.
3. Mining and mineral rights not owned by Grantor.
4. All applicable zoning ordinances.
5. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Greystone Residential Declaration of Covenants, Conditions, and Restrictions dated November 6, 1990 and recorded in Real 317, Page 260 in the Probate Office of Shelby County, Alabama, as amended. (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").
6. Any Dwelling built on the Property shall contain not less than 3,000 square feet of Living Space, as defined in the Declaration, for a single-story house; or 3,600 square feet of Living Space, as defined in the Declaration, for multi-story home.
7. Subject to the provisions of Sections 6.04(c), 6.04(d) and 6.05 of the Declaration, the Property shall be subject to the following minimum setbacks:
 - (i) Front Setback: 50 feet;
 - (ii) Rear Setback: 75 feet;
 - (iii) Side Setbacks: 15 feet.

The foregoing setbacks shall be measured from the property lines of the Property.

8. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for her self and her heirs, executors, administrators, personal representatives and assigns, that:

(i) Grantor shall not be liable for and Grantee hereby waives and releases Grantor its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor;

(ii) Grantor, its successors and assigns, shall have the right to develop and construct attached and detached townhouses, condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated as "MD" or medium density residential land use classifications on the Development Plan for the Development; and

(iii) The purchase and ownership of the Property shall not entitle Grantee or the family members, guests, invitees, heirs, successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other related facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.

TO HAVE AND TO HOLD unto the said Grantee, her heirs, executors, administrators, personal representatives and assigns forever.

IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

DANIEL OAK MOUNTAIN LIMITED
PARTNERSHIP, an Alabama limited partnership

By: DANIEL REALTY INVESTMENT
CORPORATION - OAK MOUNTAIN,
an Alabama corporation, its General Partner

By: [Signature]

Its: [Signature]

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that D. K. Lloyd
whose name as Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION -
OAK MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP,
an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this
day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntar-
ily on the day the same bears date for and as the act of such corporation in its capacity as general partner.

Given under my hand and official seal, this the 13th day of December, 1996

Shirley L. Ellis
Notary Public

My Commission Expires: 2/26/98

Highland Bank 6/96