

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

BRENDA K. GRAVITT

Plaintiff,

vs.

KENNETH L. GRAVITT

Defendant.

CIVIL ACTION NO.

DR-92-566

Inst # 2001-27057

07/02/2001-27057
10:30 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
010 MB 38.00

VERIFIED STATEMENT OF LIEN

LET IT BE KNOWN that notice of lien is hereby given that a civil action was commenced and a Final Judgment of Divorce, as amended, was entered by the Court regarding that above styled case signed by Plaintiff, BRENDA K. GRAVITT, against the above named Defendant, KENNETH L. GRAVITT. A copy of said Final Judgment of Divorce, as amended, is attached hereto as Exhibit "A". There is real property subject to such action situated in Shelby County, Alabama, particularly, the following described real property, to-wit:

Lot 5, according to the survey of Portsouth, First Sector, as recorded in Map Book 6, page 22, in the Probate Office of the Judge of Probate of Shelby County, Alabama.

Physical Address of said real property: 112 Lighthouse Drive
Alabaster, AL 35007

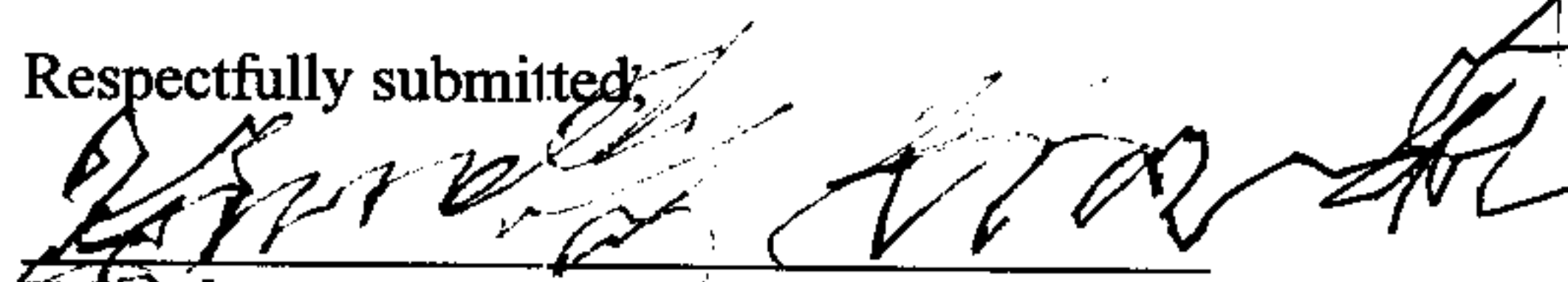
(hereinafter referred to as the Subject Real Estate).

The Subject Real Estate described hereinabove is affected by the provisions in Section 6 of the said Final Judgment of Divorce, as amended, from which Claimant's lien arises.

To date, the provisions of the Section 6 of the Final Judgment of Divorce, as amended, have not been complied with regarding the payment of a sum certain to the Claimant in the event the Subject Real Estate is sold prior to Claimant's death.

Dated this the 27th day of ~~June~~ June, 2001.

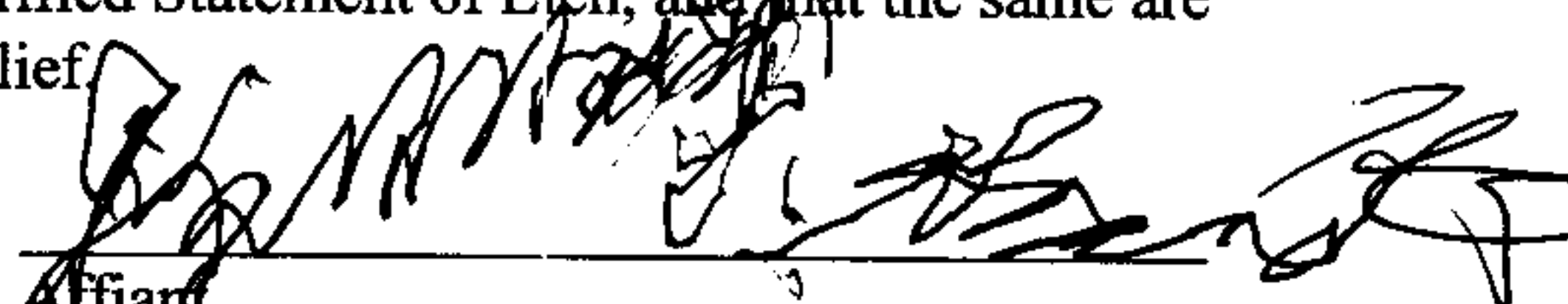
Respectfully submitted,


KENNETH L. GRAVITT
Claimant

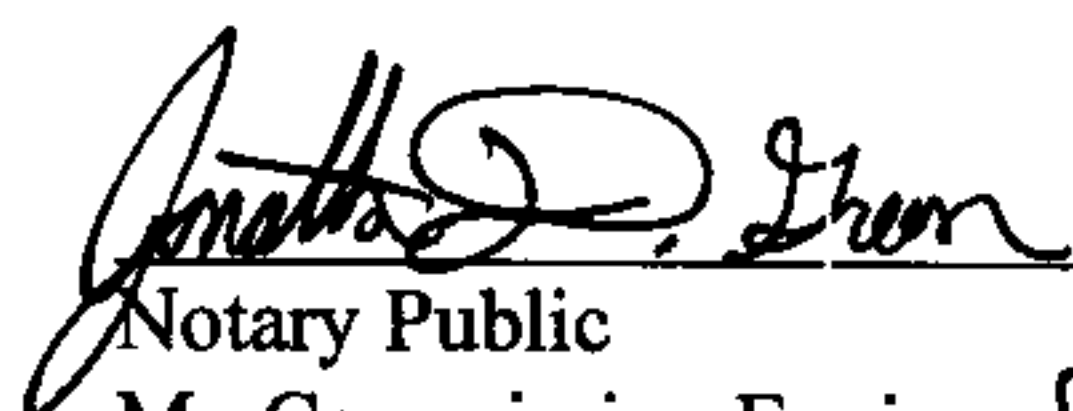
STATE OF ALABAMA)
JEFFERSON COUNTY)

ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County in said State, personally appeared Kenneth L. Gravitt, who, being duly sworn, does depose and say that he has personal knowledge of the facts set forth in the foregoing Verified Statement of Lien, and that the same are true and correct to the best of his knowledge and belief.


Affiant

Sworn to and subscribed to before me this 27th day of June, 2001.


Notary Public

My Commission Expires: 5-1-2002

M:\CLIENTS\Gravitt\VerStatementofLien.wpd

BRENDA K. GRAVITT,
PLAINTIFF

VS

KENNETH L. GRAVITT,
DEFENDANT

) IN THE CIRCUIT COURT OF
)
) SHELBY COUNTY, ALABAMA
)
) DOMESTIC RELATIONS DIVISION
)
) CASE NUMBER DR-92-566

FINAL JUDGMENT OF DIVORCE

THIS CAUSE coming on before the Court for a final hearing on November 29, 1993 and December 1, 1993 was submitted on the pleadings on record in this cause, including all pending motions and Plaintiff's Petition For Rule Nisi. The testimony was taken in open Court and certain exhibits were admitted.

The Court finds that the circumstances in this cause are unfortunate. The parties, married to each other in 1972 separated in May, 1992. There were three children born of this marriage, namely, Jason Gravitt, age 18 years, Christy Gravitt, age 15 years and Jared Gravitt, age 13 years.

Plaintiff is a high school graduate who has been employed in the past selling real estate. Plaintiff had quite successful years in this field a few years in the past, but experienced a downturn and has been unable to produce much in sales. However, Plaintiff still holds her real estate license. Plaintiff's past work experience also includes involvement with Defendant in the operation of a company that built homes.

The parties enjoyed a comfortable style of living until the last few years as both Plaintiff and Defendant experienced

significant declines in their incomes.

The parties began experiencing marital problems several years ago. In part, this was due to the Defendant's drinking.

Defendant was involved in an on-the-job accident at U.S. Steel in 1985 and was off work for a significant period of time. Since then, Defendant became afflicted with multiple sclerosis and Defendant has been and continues to be unable to work.

Defendant currently receives \$1,531.00 per month as a result of his disability, of which \$522.00 each month goes to Plaintiff for the use and benefit of the said minor children. Defendant keeps the remainder of the monies, that being \$1,009.00 each month with which to meet his personal living expenses. Defendant's current monthly expenses exceed his monthly check of \$1,009.00.

Plaintiff's current monthly gross income is approximately \$1,000.00. Plaintiff and the said children's monthly expenses far exceed the combined amounts of her income and the aforementioned \$522.00 for the children.

The Defendant was ordered by this Court on June 24, 1993 to pay \$300.00 per month child support to Plaintiff on a temporary basis, but has failed to pay any monies to the Plaintiff and no monies have been received for the support and maintenance of said children since the date of said order save the aforementioned \$522.00 check each month.

Plaintiff is a fit and proper person to have custody of the said children, and the Court is of the opinion that it would be in the best interest and welfare of the said children that Plaintiff

be awarded custody and that by way of stipulation, visitation rights not be specified, but be at mutually agreeable times by the parties.

Both parties have taken monies belonging to them and have appropriated same to their own personal use, both before and during the pendency of these proceedings.

Accordingly, it is hereby ORDERED, ADJUDGED and DECREED by the Court as follows:

1. That the bonds of matrimony heretofore existing between the parties are dissolved and the said Brenda K. Gravitt and the said Kenneth L. Gravitt are divorced each from the other for and on account of incompatibility of temperament.

2. 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 the date of 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. That the costs of Court are hereby taxed against the party who incurred same.

4. That the care, custody and control of the minor children of the parties, namely: Jason Gravitt, Christy Gravitt and Jared Gravitt, is hereby awarded to the Plaintiff, subject to the Defendant having reasonable visitation rights with said children to be mutually agreed upon by the parties.

Plaintiff shall not permit or allow any unrelated male to

stay overnight with her while her children are present except that her male children may have their male friends over.

5. That as the Defendant is receiving a check in the sum of \$522.00 per month from the Federal Government arising from the disability of the Plaintiff and as the Plaintiff only source of income is his disability check in the sum of \$1,009.00 per month, any child support outside the check currently being given to the said children is reserved for future determination.

6. That the Plaintiff is hereby awarded the homeplace of the parties located at 112 Lighthouse Drive, Alabaster, Alabama and the Defendant is divested of all right, title and interest in and to said homeplace and, further, Defendant shall forthwith convey by general warranty deed all of his interest in and to said homeplace. Plaintiff shall assume and pay the mortgage indebtedness on said homeplace according to the terms and conditions of any mortgage(s) thereon and shall hold Defendant harmless therefrom. Should Plaintiff sell the said homeplace at any time prior to the death of the Defendant, then Plaintiff shall pay to Defendant the sum of the lesser of \$5,000.00 or one-half (1/2) of the net proceeds therefrom, net proceeds being defined as the sales price less all indebtedness on said homeplace, commission and other expenses necessary and incidental to effectuate such sale, including but not limited to attorney's fees, title insurance, ad valorem taxes, and pest control certification. Should Defendant die before Plaintiff sells the said homeplace, then Plaintiff shall not owe the estate any monies from the sale of said homeplace and the sale provision

within this Paragraph 6 shall be null and void.

7. The Plaintiff is hereby awarded the 1991 Ford Mustang automobile and the 1983 Chevrolet Impala automobile and the Defendant is divested of any right, title, or interest in said automobiles and shall, if necessary, execute any documents necessary to effectuate the transfer of said automobiles over unto the Plaintiff. Plaintiff shall pay any indebtedness owed on said automobiles and hold Defendant harmless therefrom.

8. That the Workman's Compensation claim of the Defendant is confirmed in Defendant.

9. That the Defendant is awarded the life insurance policies from Mid-Continent and Metropolitan Life Insurance Company, and Defendant shall pay all indebtedness thereon.

10. That the Plaintiff is hereby awarded the sum of \$7,891.00 of the approximately \$12,483.00 held in escrow by Conrad Fowler, Attorney at Law, and the Defendant is awarded the remainder of said monies.

11. That the furniture, furnishings, appliances and other personal property not specifically enumerated herein that is in Plaintiff's possession is hereby awarded to the Plaintiff and further, that the following items of personal property are awarded to Plaintiff:

- Jason's mirror and dresser
- Christy's mirror and dresser
- Christy's armoire (old mahogany cabinet)
- Console television
- Quasar VCR
- Law Mower (Snapper self propelled)
- Power tools (Craftsman circular saws (2), jig saw, scroll saw, electric drill, rechargeable

Defendant shall make said items available to Plaintiff for

Plaintiff to pick up.

12. That all personal property not previously awarded above is confirmed in the Defendant.

13. That the Plaintiff shall pay the indebtedness of approximately \$800.00 - \$900.00 to Visa, the indebtedness of approximately \$95.00 owed to Dr. Inge, the indebtedness of approximately \$200.00 owed to Drs. Kelley and Grant.

14. That the Defendant shall pay any and all other unpaid physicians, hospital, dental, ambulance charges and medical bills that were incurred for the aforesaid minor children, and further Defendant shall pay all other indebtedness owed by the parties not specifically set forth herein.

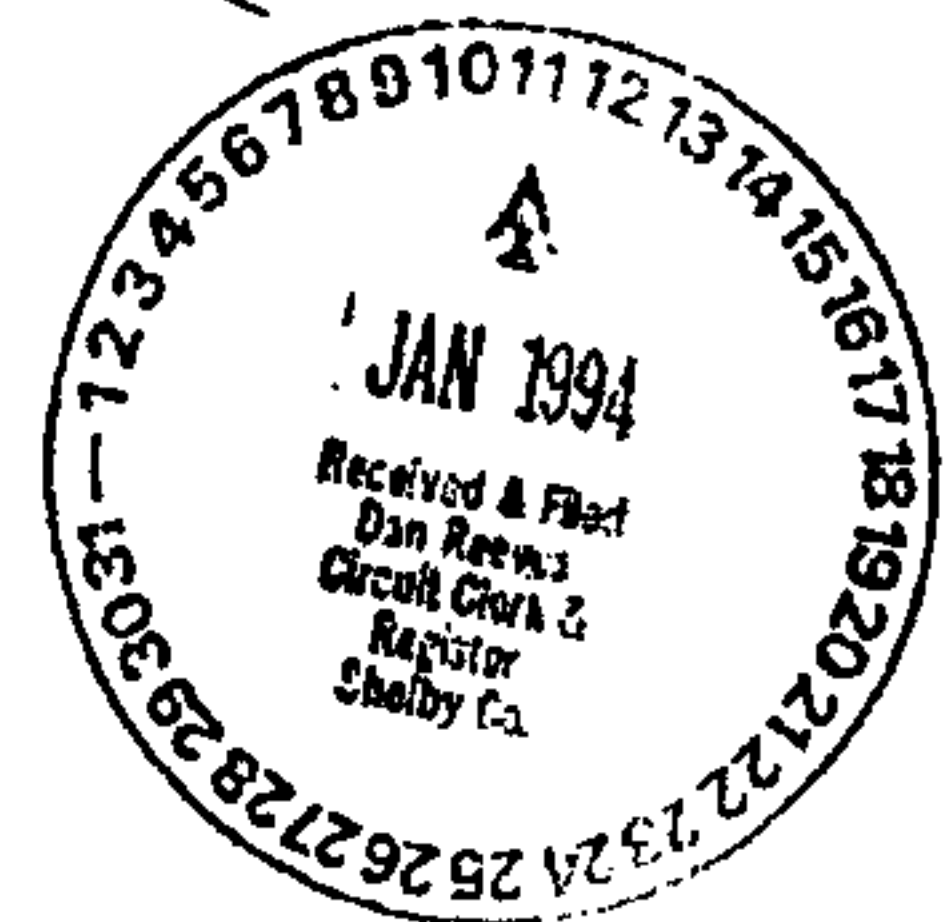
15. That the issue of periodic alimony due from either party to the other is hereby reserved for future determination.

16. That all pending motions and Plaintiff's Petition For Rule Nisi have been considered in this Court's making it's award.

DONE and ORDERED this

10th day of January, 19 94.

D. Al Crowson
D. Al Crowson
Circuit Judge



I, Dan Reeves, 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 enrolled in my office

Witness my hand and seal this the

day of January, 1994.

Dan Reeves
Clerk & Register of Circuit Court

IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA

BRENDA K. GRAVITT,

Plaintiff,

vs.

KENNETH L. GRAVITT,

Defendant.

Civil Action Number:

DR 92-566 CROWSON

AMENDED FINAL JUDGMENT OF DIVORCE

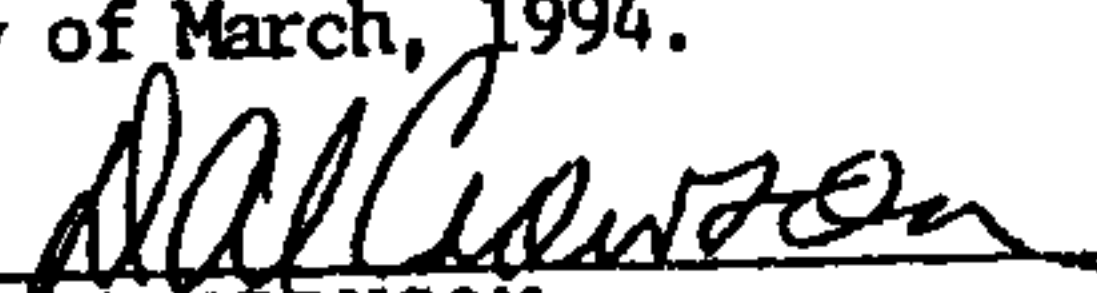
This cause came on to be heard before the Court on March 2, 1994, on Plaintiff's Motion To Alter, Amend, Or Vacate the Final Decree of Divorce and Defendant's Motion For New Trial Or In The Alternative, To Alter, Amend, Or Vacate The Final Decree Of Divorce. After hearing arguments of counsel, the Court noted that it had omitted to include any provision for attorney's fees. Accordingly, it is therefore ORDERED, ADJUDGED, and DECREED as follows:

1. That Paragraph 10 of the Final Decree of Divorce is hereby stricken and the following paragraph shall be substituted therefore:

"10. That the attorney for the Plaintiff shall be paid from the funds held in Escrow by Conrad Fowler, attorney at law, the sum of \$3,454.90 which represents the outstanding balance of attorney's fees owed to her for representation of the Plaintiff in this matter. The attorney for the Defendant, J. Timothy Smith, shall be paid the sum of \$2,300.00 from the funds held in escrow by Conrad Fowler. Conrad Fowler shall pay to the Plaintiff, Brenda K. Gravitt, the sum of \$5,436.10. The remaining funds, in the amount of \$1,292.00 shall be paid to the Defendant, Kenneth L. Gravitt.

All other provisions of the Final Decree of Divorce shall remain in full force and effect.

Done and Ordered this the 23rd day of March, 1994.


D. AL CROWSON
Circuit Judge

