

IN THE CIRCUIT COURT OF ST. CLAIR COUNTY, ALABAMA
SOUTHERN JUDICIAL DIVISION IN PELL CITY

JERRY W. ARBELO,

Plaintiff,

vs.

CAROL F. ARBELO,

Defendant.

CIVIL ACTION NO.:

DR 98-53 PH

FILED

APR 03 1998

ST. CLAIR COUNTY

CLERK & REGISTER

FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for final judgment upon the pleadings and proof noted. 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 JERRY W. ARBELO, SSAN: 339-56-0389, and the said CAROL F. ARBELO, SSAN: 421-94-4073, are divorced each from the other on the grounds of incompatibility and an irretrievable breakdown of the marriage.

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 as paid.

FOURTH: 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.

*** LAST ITEM ***

*March 31, 1998
W. J. O. Jones*

10/10/2001-43987
01:13 PM CERTIFIED
ST. CLAIR COUNTY JUDGE OF PROBATE

Inst # 2001-43987

FINAL JUDGMENT OF DIVORCE
Arbello V Arbello
Page Two

DONE and ORDERED this the _____ day of _____
1998.

CIRCUIT JUDGE

Copies of this Judgment mailed pursuant to Rule 77 (d) of the
A.R.C.P. this date. DATED: _____, 1998.

HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF THE ORIGINAL
DOCUMENT IN THE ABOVE STATED
CASE

Janet Beavers
Clerk of Court
El. Clay County, Alabama

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SOUTHERN JUDICIAL DIVISION IN PELL CITY

JERRY W. ARBELO,

Plaintiff,

vs.

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Defendant.

CIVIL ACTION NUMBER

FILED

FEB 25 1998

ST. CLAIR COUNTY

CLERK & REGISTER

AGREEMENT

WHEREAS, the above-styled action for divorce is pending in this Court, wherein JERRY W. ARBELO, hereinafter referred to as husband, is Plaintiff, and CAROL F. ARBELO, hereinafter referred to as wife, is Defendant, and

WHEREAS, said husband and wife have reached an agreement concerning certain matters in dispute in this cause,

NOW, THEREFORE, it is agreed by and between the said husband and wife that in the event a judgment of divorce is rendered in this cause, this agreement, with the approval of the Court, shall be incorporated therein and shall be binding on the parties hereto as a part thereof:

1. That no children born during the term of the marriage and the defendant is not pregnant.
2. That the 1994 Dodge automobile is awarded to the wife and the husband is divested of all of his right, title and interest therein and shall execute any documents necessary to perfect title in the wife forthwith.
3. That all remaining personal property has been divided and each is awarded the property currently in his or her possessions.
4. That the real property located at 2217 Lisa Ann Drive, Leeds, AL 35094 is awarded to the husband and the wife is divested of all of her right, title and interest therein and shall execute

and deliver a quit claim deed conveying her interest to the husband
forthwith. That the husband is responsible for the first and
second mortgage indebtedness thereon and shall hold the wife
harmless therefrom. In the event, however, that should the husband
elect, at his option, to sell the real property within five (5)
years from the date of this agreement, then, in that event, the
husband and wife shall equally divide the net proceeds derived
therefrom.

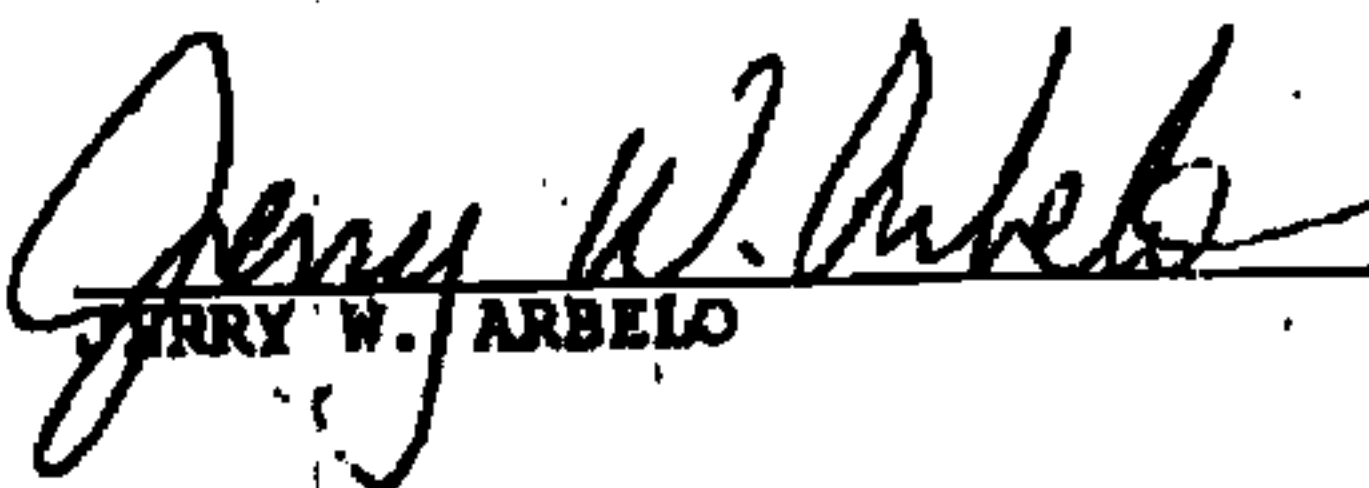
5. That the husband and wife acknowledge that the husband has
paid the deposit and first months rent on the wife's apartment. In
addition thereto, the husband shall pay the full amount of the rent
for said apartment for the additional months of March, 1998 and
April, 1998.


6. That the husband shall pay unto the wife a sum, equal to
the employee contribution amount that is being deducted from her
paycheck toward the purchase of medical insurance, until such time
as the Final Judgment of Divorce in this matter is rendered.

7. That the husband shall pay and be responsible for paying
all debts incurred during the term of the marriage and shall hold
the wife harmless therefrom.

8. That the husband shall pay and be responsible for paying
the sum of \$499.00 to Gerald M. Freeman, attorney, for professional
services rendered in this matter and for the cost of Court.

DONE THIS THE 11 DAY OF FEBRUARY, 1998.


JERRY W. ARBELO


CAROL F. ARBELO

STATE OF ALABAMA)

ST. CLAIR COUNTY)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared JERRY W. ARBELO, who is known to me, and who after having been duly sworn by me, read the contents of the foregoing, and after having done so, states under oath that the facts and averments contained therein are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 16 DAY OF FEBRUARY, 1998.


NOTARY PUBLIC

STATE OF ALABAMA)

ST. CLAIR COUNTY)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared CAROL F. ARBELO who is known to me, and who after having been duly sworn by me, read the contents of the foregoing, and after having done so, states under oath that the facts and averments contained therein are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 11 DAY OF FEBRUARY, 1998.


NOTARY PUBLIC

Inst # 2001-43987

10/10/2001-43987

01:13 PM CERTIFIED

SECRETARY OF PROBATE

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23:00