

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

HELEN G. SANDERS,

Plaintiff,

vs.

JOSEPH P. SANDERS,

Defendant.

CIVIL ACTION NO.

DR 00-467

Inst # 2002-05040

01/29/2002-05040
03:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 CH 32.00

FINAL JUDGMENT OF DIVORCE

THIS CAUSE came on to be heard on the Complaint for Divorce filed by the Plaintiff and the Counter-Complaint filed by the Defendant. The parties, submitted to mediation. Both parties, being represented by Counsel, presented to this Court a Memorandum Agreement. The Court, having considered same, is of the opinion that the following Order should be entered. It is accordingly, **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 **HELEN G. SANDERS** and **JOSEPH P. SANDERS**, are hereby divorced each from the other.

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 this Judgment, or from the date that a post-trial motion is denied], then neither shall again marry except to each other during the pendency of the appeal.

ALIMONY

3. That the issue of alimony, both periodic and in gross, is waived as to both parties, both now and forever.

REAL ESTATE

4. That all right, title and interest in and to the marital residence and the acreage on the house side of the creek located in Shelby County, Alabama is hereby awarded to the Plaintiff, and the Defendant is divested of same. The Defendant shall vacate said residence on or before June 12,

2001. The Defendant shall execute a deed transferring all of his interest in and to same within two (2) weeks of the entry of the Final Judgment of Divorce;

5. That all right, title and interest in and to the remaining acres (the other side of the creek) located in Shelby County, Alabama, is hereby awarded to the Defendant, and the Plaintiff is divested of same. The Plaintiff shall execute a deed transferring all of her interest in and to same within two (2) weeks of the entry of the Final Judgment of Divorce;

6. That the Plaintiff shall pay the cost of any necessary survey to effectuate the above transfer of property, and her attorney shall draft the deeds to transfer said interests with each to pay his or her own recording fees;

7. That the parties were Defendants in a lawsuit pending in the Circuit Court of Shelby County, Alabama, filed by Frederick Childers, and said lawsuit has been dismissed with prejudice. The parties' mediated Agreement was contingent on said release, and said condition has been satisfied;

8. That all right, title and interest in and to the seventeen (17) acres of real property located near Palmdale, California is awarded to the Plaintiff, and the Defendant is divested of same. The Defendant shall execute a deed transferring all of his interest in and to same within two (2) weeks of the entry of the Final Judgment of Divorce.

9. That each party shall continue to pay household bills, in accordance with the pendente lite agreement now in effect, until June 12, 2001, after which time the pendente lite agreement shall have no further effect. Plaintiff shall reimburse the Defendant for one-half of the property tax for the year 2000 in the amount of NINE HUNDRED and No/100 DOLLARS (\$900.00) no later than June 12, 2001.

PERSONAL PROPERTY

10. That the parties have divided their household goods and furnishings, in accord with the listing on Exhibit A attached hereto and incorporated herein by reference. Each party is hereby vested with title to such goods as described on Exhibit A attached hereto, as designated by the names of the parties listed next to each item.

11. That all items of personal or real property currently in the Plaintiff's name or belonging solely to her (except as otherwise specifically referred to in this Agreement), including, without limitation, cash, bank accounts, jewelry, clothing, accessories, securities, retirement plans, individual retirement arrangements, business interests, partnerships, insurance policies, books and

the like shall be the sole property of the Plaintiff, and the Defendant hereby renounces any interest which he may have therein.

12. That all items of personal or real property currently in the Defendant's name or belonging solely to him (except as otherwise specifically referred to in this Agreement), including, without limitation, cash, bank accounts, jewelry, clothing, accessories, securities, retirement plans, individual retirement arrangements, business interests, partnerships, insurance policies, books and the like shall be the sole property of the Defendant, and the Plaintiff hereby renounces any interest which she may have therein.

MONETARY ASSETS

13. That all right, title and interest in and to the parties' joint account at Waterhouse shall be equally divided;

14. That all right, title and interest in and to the Waterhouse IRA in Plaintiff's name is hereby confirmed in her;

15. That all right, title and interest in and to the profit sharing plan at BE&K in Defendant's name is hereby confirmed in him;

16. That the Defendant shall transfer the amount of THIRTY THOUSAND and n0/100 (\$30,000.00) DOLLARS in value from his IRA at Waterhouse to an IRA in the Plaintiff's name, and the balance of the right, title and interest in and to the Waterhouse IRA in Defendant's name is hereby confirmed in him. It is intended that this transfer shall be a non-taxable event to both parties;

17. That all other accounts in the Plaintiff's name, either individually or jointly with Frederick Childers, are hereby confirmed in her;

18. That all other accounts in the Defendant's name are hereby confirmed in him.

VEHICLES

19. That the Defendant shall be awarded the the1976 GMC motor home, 1985 Nissan truck and 1984 Chevrolet van;

20. That the Plaintiff shall be awarded the 1997 Lincoln Town Car, 1996 Ford Mustang and 1977 Catalina sailboat.

ATTORNEY'S FEES

21. That each party shall pay his or her own attorney for professional service rendered herein.

DEBTS

22. That each party shall pay any debts in his or her name.

INSURANCE

23. That each party shall be the owner of the life insurance policy on his or her life and shall be responsible for the premiums therefor.

COBRA

24. That the Defendant shall cooperate with the Plaintiff in providing to her all forms necessary for her to obtain C.O.B.R.A. health insurance coverage from his employer and shall return all forms to his employer and assist in any manner necessary for the Plaintiff to obtain same, with the Plaintiff to pay the premiums therefor.

CORPORATION

25. That all title to the stock in HGC corporation is confirmed in the Plaintiff

MISCELLANEOUS

26. That each of the parties hereto shall, when and as requested by the other party, execute and deliver to such other party any and all documents, deeds, releases and conveyances necessary or convenient to show title to the property to the parties vested in accordance with the terms of this Agreement;

27. That the parties hereto agree that this Agreement constitutes the final and complete understanding between the parties and that no other representations or promises, verbal nor otherwise, have been made and that this agreement is binding when signed.

28. That each party warrants that there are no other assets in his or her name or in which he or she has an interest other than those disclosed.

29. That each party warrants that there are no debts upon which the other may be liable.

COURT COSTS

30. That the costs of court are hereby taxed as paid.

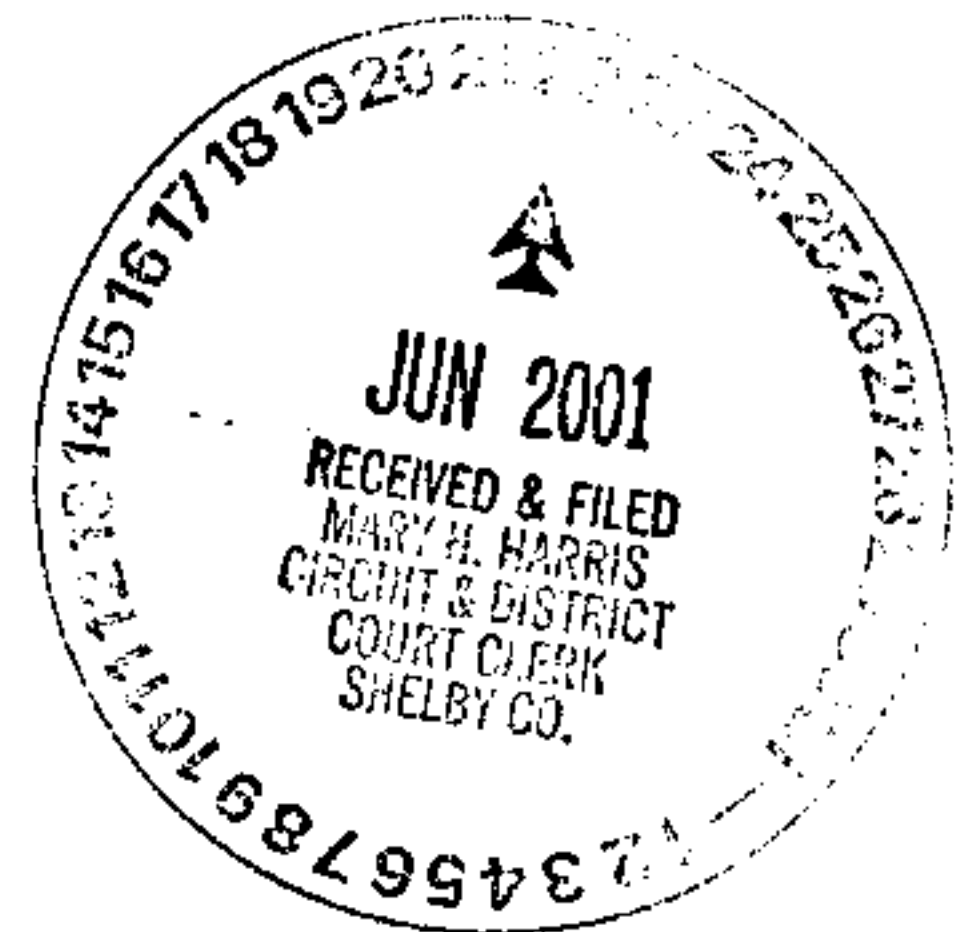
DONE and ORDERED this the 20th day of June 2001.

D. Al Gordon
CIRCUIT JUDGE
Civil Division

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

Lisa L. Woods, Esq.
William N. Clark, Esq.

Dated: _____, 2001.

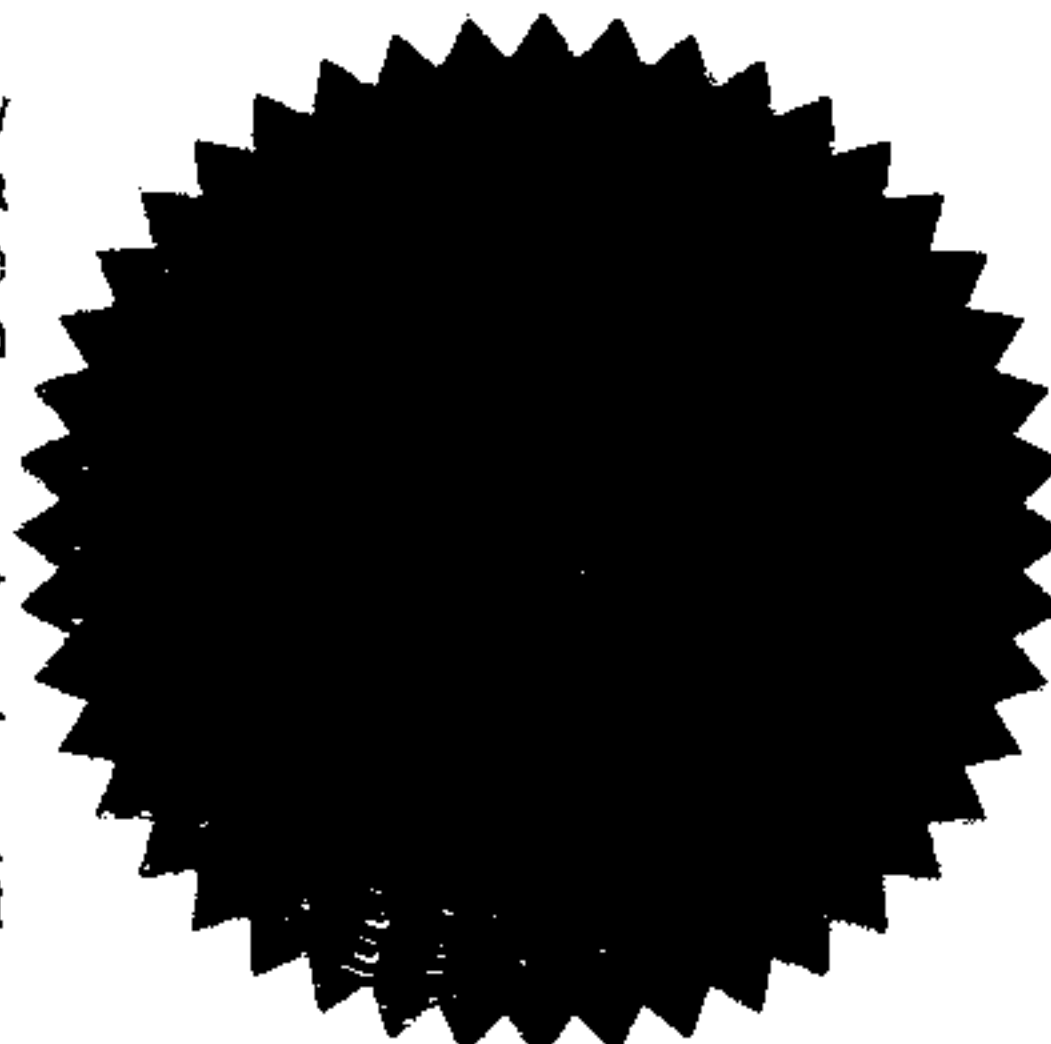


I, Mary Harris, Clerk and Register of the Circuit Court for Shelby
County, Alabama, do hereby certify that the foregoing is a
correct copy of the original decree rendered by the Judge of the
Circuit Court in the above stated cause, which said decree is on
file and enrolled in my office.

Witness by hand and seal this the 22nd

day of June 2001

Mary H. Harris
Clerk & Register of Circuit Court



MARRIAGE PROPERTY

- HELEN - BOYS PORTRAIT in LIVING ROOM
- HELEN - LIVING ROOM SOFA TABLE
- JOE - CURIO CABINET in LIVING ROOM
- JOE - BOOKCASES in LIVING ROOM
- TABLE LAMPS - TO BE DECIDED LATER
- JOE - MARBLE TOP CABINET in DINING ROOM
- HELEN - CHINA
- HELEN - SILVER PLATWARE (5 PLACE SETTINGS)
- SILVER HOLLOWARE - TO BE DECIDED
- JOE - SILVER COBBLERS
- HELEN - TABLE in BREAKFAST ROOM
- JOE - DRY SINK in BREAKFAST ROOM
- HELEN - HUTCH in BREAKFAST ROOM
- JOE - MELTHER DINNERWARE
- HELEN - GARDEN HARVEST PLACE SETTINGS (H, J & F)
- 1/2 - 1/2 - STAINLESS FLATWARE
- HELEN - FREEZER in PANTRY
- JOE - GRILL on DECK (B & POOL)
- HELEN - TABLE & CHAIRS on DECK (H, J & F)
- HELEN - Wrought IRON FURNITURE
- ~~BARBECUE GRILL on DECK~~
- HELEN - BOOKCASE in LAUNDRY - DAD BUILT
- JOE - STATIONARY BIKE
- HELEN - CAR ROLL TOP DESK
- JOE - DESK in BASEMENT
- JOE - REFRIGERATOR in BASEMENT

- JOE - SOFA & LOVE SEAT IN LIBRARY
HELEN - BOOKCASES - 2 TALL, 1 SHORT (JOE)
LAMP IN LIBRARY - DECIDED LATER
HELEN - SECRETARY IN UPSTAIRS HALL
JOE - ROCKER IN UPSTAIRS HALL
JOE - SOFA TABLE IN UPSTAIRS HALL
HELEN - ENTERTAINMENT CENTER - HELEN'S ROOM
JOE - DYNAM TABLE w/ SLATE TOP
HELEN - HEADBOARD & FRAME - HELEN'S ROOM
HELEN - BEDSIDE TABLES
HELEN - CLOTHES CHEST
HELEN - CLOTHES MIRROR
JOE - HEADBOARD & FRAME - FRONT BEDROOM
JOE - BEDSIDE TABLES
JOE - LAMP IN FRONT BEDROOM
JOE - CHEST OF DRAWERS - FRONT BEDROOM
JOE - DRESSER & MIRROR - FRONT BEDROOM
JOE - RECLINER - FRONT BEDROOM
JOE - MATTRESS SET IN BACK BEDROOM
JOE - BOOKCASE w/ DRAWERS - BACK BEDROOM
JOE - 2 DRAWER METAL FILE CABINET - OFFICE
JOE - SMALL C.F. TELEVISION IN OFFICE
JOE - WHITE METAL CABINET IN OFFICE
JOE - BLACK DESK IN OFFICE
JOE - SHARP TV IN FRONT BEDROOM

JOE LAWNMOWER

~~CHEVROLET VAN (1984)~~

~~MISSISSIPPI PICKUP TRUCK (1983)~~

~~INTERNATIONAL HARVESTER TRACTOR~~

JOE - DRAWING DESK & TABLE

JOE - CHAIN SAW

JOE - RADIAL ARM SAW + AIR COMPRESSOR

JOE - HISTORIC CRYSTAL

~~JOE - SEVERAL COMFORT MATTRESS SET IN JOE'S ROOM~~

HELEN - WORK TABLE IN BASEMENT

HELEN - TALL WORK TABLE IN BASEMENT

HAND TOOLS TO BE DECIDED BETWEEN HELEN, JOE & MR. COTTON
WHEN BASEMENT CLEANED.

4/16/01

William G. Sanders

Joseph P. Sundry

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