



Form C-19 Special 8/87

DR	2002	221
<u>ID</u>	<u>YR</u>	<u>Number</u>

Anne-Marie Adams
Signature of Judge or Clerk

ELEANOR RUTH SCHIFFMAN,
Plaintiff,
vs.
MORRIS EUGENE SCHIFFMAN, SR.,
Defendant.

IN THE CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA

CASE NO. DR 02-0221 JGP

AUG 09 2002

Jefferson County
Circuit Court
Domestic Relations Division
Anne-Marie Adams, Clerk

FINAL JUDGMENT OF DIVORCE

THIS CAUSE came before the Court for trial on July 31, 2002, upon the pleadings on record. Trial commenced as scheduled and the Court received ore tenus testimony and plaintiff's exhibits, #1 thru #61, were admitted.

Trial was set to resume on August 1, 2002, and the parties made an oral request for time to further discuss settlement. After several hours, the parties announced to the Court that an agreement to settle all matters had been reached.

The agreement was filed in open court on August 1, 2002, and the Court proceeded with ratification, testimony from the plaintiff and defendant. Upon consideration thereof, together with the ore tenus testimony, the Court is of the opinion that the following Order should be entered.

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

1. The bonds of matrimony heretofore existing between the parties are dissolved and said Eleanor Ruth Schiffman and said Morris Eugene Schiffman, Sr., are divorced each from the other.

2. 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 marry except to each other during the pendency of the appeal.

3. ALIMONY: Alimony for the plaintiff is hereby reserved.

4. PERSONAL PROPERTY: The plaintiff is hereby awarded the household furniture, furnishings, and fixtures in her possession. The defendant is hereby awarded the household furniture, furnishings, and fixtures in his possession.

5. DEBTS: The joint debt with National Bank of Commerce shall be paid from the auction proceeds of the Old Leeds Road property. The plaintiff and defendant shall sign all closing papers, as requested, on the Old Leeds Road property, upon the conclusion of the auction, which is set August 15, 2002. In the event a party refuses to sign, then the parties' Agreement and this Divorce Decree shall be used to enforce the terms.

Each party shall pay the debts in their respective names. The defendant shall indemnify the plaintiff and hold her harmless as to all business debts and taxes of any kind.

6. ACCOUNTS: Each party is awarded their own respective bank accounts and the other party is divested of any interest therein.

7. MONIES PAYABLE: The defendant shall pay Seventy-Five Thousand Dollars, (\$75,000.00) to the plaintiff from the auction proceeds of the Old Leeds Road Property. Said \$75,000.00 payment shall be deducted by the attorney handling the closing and paid to the plaintiff at the closing.

8. REAL ESTATE - RESIDENCE TO THE PLAINTIFF: The plaintiff is hereby fully vested with all rights, title and interest in and to the property located at 2712 Shades Crest Road, Birmingham, Alabama, more particularly described as follows:

Lot 10, according to the map of Tenth Addition to Vestavia Hills, as recorded in Map Book 40, Page 12, office of Judge of Probate, Jefferson County, Alabama.

The defendant is hereby divested of all his rights, title, and interest in the above described property. The defendant shall execute a warranty deed, for recording with Probate, within ten (10) days from the date of the Agreement, conveying all rights, title, and interest in and to said property to the plaintiff.

9. REAL ESTATE - RESIDENCE TO THE DEFENDANT: The defendant is hereby vested with all rights, title and interest in and to the property located at 170 Camp Branch Road, Alabaster, Alabama, more particularly described as follows:

Commence at the Southwest corner of the Northwest quarter of the Northwest quarter of Section 16, Township 21 South, Range 2 West, Shelby County, Alabama, and run thence South 89°11'21" East along the South line of said quarter-quarter a distance of 195.58 feet to a point; thence run North 22°43'22" East a distance of 50.43 feet to a rebar corner on the Easterly margin of Camp Branch Road and the point of beginning of the property being described; thence run North 70°53'40" East a distance of 36.16 feet to a rebar corner; thence run North 22°03'38" East along the West edge of an existing driveway a

distance of 239.21 feet to a rebar corner; thence run North 28°10'41" East a distance of 231.03 feet to a rebar corner; thence run North 02°56'11" East a distance of 89.48 feet to a rebar corner; thence run North 89°35'52" East a distance of 220.09 feet to a rebar corner; thence run South 00°44'03" East a distance of 259.27 feet to a rebar corner; thence run South 81°35'27" East a distance of 257.03 feet to a rebar corner; thence run South 04°04'44" West a distance of 272.76 feet to a rebar corner on the Northerly margin of Camp Branch Circle; thence run South 89°32'53" West a distance of 164.62 feet to the P.C. of a curve to the left having a radius of 270.0 feet; thence run Westerly along the arc of said curve an arc distance of 75.70 feet to a rebar corner on the South line of same said quarter-quarter section; thence run North 89°11'21" West along said quarter-quarter line a distance of 426.37 feet to the P.C. of a curve to the right having a radius of 255.0 feet; thence run Northwesterly along the arc of said curve an arc distance of 56.26 feet to the point of beginning.

The plaintiff is hereby divested of all rights, title and interest in said property. The plaintiff shall execute a quit claim deed, for recording with Probate, within ten (10) days from the date of the Agreement, conveying all rights, title and interest in and to said property to the defendant.

10. REAL ESTATE - OTHER PARCELS:

(A) All other real estate parcels hereinafter described, and as more fully described within the exhibits admitted in trial, shall be sold by private sale or auction within one (1) year, by a separate entity or individual, non-party in this case. In the event there is a dispute as to the individual or company to be employed for the sale or auction, then the parties' son, Sam Schiffman, shall select the appropriate one. In the event some parcels do not sell within the required time period, then either party may petition the Court for a judicial sale, Clerk's auction/sale of the remaining parcels.

(B) If either party causes damage or encumbrances to any parcel of property to be sold, then said party shall pay the damage and any encumbrance from their part of the recovery. If necessary for the sale to be completed, the party required to correct any damage or pay an encumbrance, whether by repair or payment, shall do so before the sale. Neither party shall cause interference with a potential purchaser of property.

(C) The monies recovered from the real properties shall be divided equally between the plaintiff and defendant, one-half to each, after closing expenses and after the defendant has paid the sum of \$75,000.00 to the plaintiff as referenced herein.

(D) Each party shall sign all contracts and closing documents required, timely, and upon the request of the closing attorney. If either party fails to sign the required documents as requested, then their son, Sam Schiffman, as their agent, with Power of Attorney to sign for said party, shall execute all contracts and closing documents.

(E) The property located at 2530 - 19th Street, Jefferson County, Alabama, shall be the last parcel to be sold. The defendant cannot bid on this parcel of property.

11. REAL ESTATE - RENTAL PENDING SALE:

(A) The parties' agreement, for their son, Sam Schiffman, to handle matters related to the rental of real properties pending the sale thereof, is hereby approved. Commencing August 1, 2002, the rent collection, renting of the properties, and the repairs during the rental of a parcel of property shall be accomplished by the herein designated son. The repair expenses shall be deducted from the rental income and the balance paid one-half to the plaintiff and one-half to the defendant.

(B) Neither the plaintiff nor the defendant shall interfere with the renting of the properties, the repairs, or the collection of rental income. If either party interferes as described herein, then that party's one-half of the net monthly rental income is forfeited and becomes payable to the other party.

(C) All rental income for any months after July 2002 shall be subject to the terms herein.

12. REAL ESTATE - PARCELS TO BE SOLD:

- (1) 1011 Mimosa Rd., Hwy. 101, Shelby Co.,
Leeds, AL. One acre and mobile home;
also described as:

A lot or parcel of land situated in the S.W. $\frac{1}{4}$ - N.E. $\frac{1}{4}$, Section 33, Township 17 South; Range 1 East, more particularly described as follows: Commence at the point of intersection of the east line of the above said quarter-quarter and the north R.O.W. of a county road for a point of beginning. Thence run north along the east line a distance of 435.6 feet; thence run west a distance of 100.0 feet; thence run south a distance of 435.6 feet; thence run east a distance of 100.0 feet to the point of beginning.

- (2) Three lots, Brookhaven, Hernando Co., FL.
Also described as:

Potterfield Garden Acres Sec J; Description: W300 Ft of Lot 24;
Parcel: R 36-222-18-3110-0000-02400.

- (3) One lot, Lipscomb, AL; also described as:

143 Feet in length and 60 Feet in width off the Southeast corner of Block 19 of William Williams Estate; Begin at a point 60' SW from the int. of the W R/W of Ave. J of S R/W of 6th St. for POB, thence S 60', then W 143', N 60', E 143' to POB. Sec 35, TP 18, R 4 W.

- (4) Lot, Pinedale Shores, St. Clair Co., AL.
Also described as:

Lot 312 of Section "B" Sheet 3, of Pinedale Shores, a subdivision, in Sections 2-3-10 & 11; Township 14, Range 3 East, according to the Map Book 4, Page 25-D, Probate Office, St. Clair Co., AL.

- (5) Lot, Pinedale Shores, St. Clair Co., AL.
Also described as:

In Section 2-3-10 and 11, Township 14, Range 3 East, viz: Lot 97 of Section "A" Sheet 2 of Pinedale Shores, a subdivision according to Map Book 4, Page 25-A, Probate Office, St. Clair County, AL.

- (6) 1411 Poinsetta Ave., Unit 9 Lehigh Acres, FL.
Also described as:

Block 34, Lot 18, as recorded in Deed Book 252, Page 451, Lee County, Florida.

- (7) Six lots, Garden of Gethsemane, Highland Memorial Gardens, Birmingham, AL.

- (8) Ten lots, Block 43, Elmwood Cemetery, Birmingham, AL.

- (9) Nine acres, Smith Lake, Cullman, AL.
Also described as:

Northwest quarter of Northeast quarter of Southwest quarter of Section 33, Township 12S, Range 5 West, situated in Cullman County, Alabama; DB 505, PG 284.

- (10) 4166 North 22nd Street, Birmingham, AL.
Commercial lot, also described as:

Lot 16, Block 1, Dewey's Addition to Sayreton, M R excepted, Map Book 35, Page 20. Recorded Deed - Real 1265, Page 843.
Legal Information: PT OF LOT 16, BLK 1 DEWEY ADD TO SAYRETON 35/20 BEGIN AT W INTER OF NO 22ND ST AND S/L OF SW ¼ SEC 11 TP 17 R 3; THENCE N 215 FT THENCE SOUTHERLY 168.9 FT; THENCE SW 60 FT; THENCE E 65 FT TO POB.

Also assessed as 2137 North Park Circle, Birmingham, AL with: Legal Information: POB INTER OF SE LINE OF SOUTH PARK DRIVE & N LINE, SEC 14; T 17 S, R 3 W; THENCE E 70 FT S ALONG N LINE, SEC 14; THENCE S

160 FT S, THENCE S TH S W 65 FT S; THENCE N W 190 FT S TO SOUTH PARK DR; THENCE N E 30.1 FT; THENCE NORTHERLY 45 FT S, ALONG DR TO POB - BEING LOT 16, BLK 1, DEWEYS ADD TO SAYRETON.

- (11) 5310 Bessemer Super Highway, Midfield, AL.
Also described as:

Lots 21, 22, 23, 24 and 25, in Block 1, according to the Survey of I.C. & M.F. Fason, as recorded in Map Book 10, Page 6, Probate Office, Jefferson County, AL.

- (12) 1142 3rd Avenue West, Birmingham, AL.
Also described as:

Lots 23 and 24, in Block 11, according to the survey of Highland Lake Land Company, as recorded in Map Book 13, Page 94, Probate Office, Jefferson County, AL.

- (13) Lots and mobile home, Panama City, FL.
Also described as:

Lots 2 and 3, Block 8-B, Second Addition to Laguna Beach Estates, according to and as shown upon that certain map or plat thereof of record among the public records of Bay County, Florida, in the Office of the Clerk of the Circuit Court.

- (14) 210 10th Street N.E., Leeds, AL.
Lot & house, also described as:

Lot 5, in Block 14-A, Survey of Leeds, as recorded in Map Book 10, Page 21, Probate Office, Jefferson County, Alabama.

- (15) 712 Carl Drive, Camp Oliver, AL.
Lot & house, also described as:

Lot 8, in Cooper & Stephens Addition to Warrior River Estates, Inc., in the SW 1/4 of the NE 1/4 of Section 26, Township 17 South, Range 6 West, & shown by map recorded in Map Book 6, Page 85, in the Bessemer Division, Jefferson Co., AL.

- (16) 616 19th Street No., Bessemer, AL.
Lot & building, also described as:

Lot 24, in Block 347, according to the present plan and survey of the City of Bessemer, as recorded in Map Book 2, Pages 14 and 15, Probate Office, Jefferson County, AL.

- (17) 944 Trilby Street, Birmingham, AL.
Lot and house, also described as:

Lot 12, in Block E, according to the Survey of North Highland Land Company's Addition to Pratt City, as recorded in Map Book 3, Page 114, Probate Office, Jefferson County, AL.

- (18) 525 Oak Street, Birmingham, AL.
Two lots, also described as:

Lots 8 and 9, in Block 8, according to the Survey of Oakville, as recorded in Map Book 8, Page 103, Probate Office, Jefferson County, AL.

- (19) 542 Selma Road, Bessemer, AL.
Lot & house, also described as:

Lot 22 in Block 1, according to the first Resurvey of a part of Broadmoor Estates, as recorded in Map Book 5 at page 30, Probate Office, Jefferson County, Alabama, Bessemer Division.

- (20) Acreage, Hwy. 231, Blountsville, AL.
Also described as:

Part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ also SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 6, Township 11 South, Range 1 East, Blount County, Alabama, described as follows: From the SW corner of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 6; thence N 64°59'37"E a distance of 1394.76 feet, to the right-of-way of Holly Pond Road, the point of beginning; thence N 52°09' E a distance of 400 feet; thence S 44°33'30" E a distance of 182.82 feet to the NW right-of-way Al Hwy 231; thence S 45° 10' W along said right-of-way a distance of 430 feet to the intersection of said Highway 231 and said Holly Pond Road; thence N 36°23'W along said Holly Pond Road a distance of 234.0 feet to the point of beginning, Containing 2.0 acres, more or less.

- (21) 4236 13th Avenue North, Birmingham, AL.
Lot and house, also described as:

Lot 4, in Block C, according to a Resurvey, as recorded in Map Book 38, page 96, Probate Office, Jefferson County, Alabama, of Block "C" and "D", Eborns Addition to East Birmingham.

- (22) I-20 & Old Leeds Road, Jefferson Co., AL.
31+ acres, also described as:

Commence Southwest Quarter of Section 20, Township 17 South, Range 1 West, lying SE of Old Leeds Road - [Auction set].

- (23) 2530 North 19th Street, Hueytown, AL.
Lot & building, also described as:

Block 20 & the NW $\frac{1}{4}$ of a dedicated street between Blocks 19 & 20, and that portion of unimproved roadway between the west line of said Block 20 and the east pavement of 26th Avenue as shown on map of Bessemer North Highlands as recorded in Map Book 3, Page 24, Probate Office, Bessemer Division, Jefferson County, AL.

- (24) 1138 3rd Ave. W, Birmingham, AL.
Lot & building, also described as:

Lot 22, in Block 11, Highlands Lake Land Co., as recorded in Map Book 13, page 94, Probate Office, Jefferson County, AL.

- (25) Lot, Coosa View subdivision, St. Clair County, AL. Also described as:

Lot 2, Block 2, according to the survey of Coosa River Vue Subdivision recorded in the Office of the Judge of Probate of St. Clair, Alabama, Ashville Division, in Plat 1, at page 38.

- (26) 19 lots - Coosa View subdivision, St. Clair County, AL. Also described as:

Lots 1, 4, 5, 6, 7, 9 and 10 in Block 2; Lots 3, 5 and 7 in Block 3; and Lots 3, 5, 7, 10, 11, 14, 16, 18, 21, 22 and 23 in Block 4, according to the survey of Coosa River Vue Subdivision recorded in the office of the Judge of Probate of St. Clair County, Alabama, Ashville Division, in Plat Book 1, at page 38.

- (27) 6235 Old Leeds Road & I-20, Jefferson County, AL; 1 ¼ acre - [Auction set].

- (28) Lot - Merriville, Tennessee.
Also described as:

Tax Notice shows - Highland Acres Sub, 1st Add, Block 4, Page 41, Lot 61; and Tennessee Real Estate Appraisal shows - District 19, Map 068B, Group C, Parcel 58.0.

- (29) 268 acres, Ashville, St. Clair Co., AL.
Also described as:

The S ½ of the NW ¼ of Section 28; and also, the NE ¼; and all that part of the NE ¼ of NW ¼ of Section 29 lying east of Steele to Ashville public road in Township 13 South, Range 4 East, St. Clair County, Alabama.

- (30) 105 Mabelon, Bessemer, AL.
Lot & house, also described as:

An undivided one-half interest in and to the following described property:

PARCEL I:

Lot 3, and all of that part of Lot 1 lying South of a line which would be an extension of the North line of Lot 3 in an Easterly direction to the East line of the said Lot 1, all in Block 1, according to the Survey of Meadow Lane Gardens, in Map Book 10, Page 60, Bessemer Division, Probate Office, Jefferson County,

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Alabama. Said lot and part of the lot hereby conveyed fronts 70 feet on Mableon Drive and extends back of that uniform width 191.36 feet to the East line of said Lot 1.

PARCEL 2:

Parts of Lots 1 and 2, Block 1, according to the map and survey of Meadow Lane Gardens, as recorded in Map Book 10, Page 60. Begin at the SW corner of Lot 2, Block 1, and run N along the West line of said Lot 2, 77' more or less, to a point 51' S of the center line of Warrior River Road, turn right an angle of 82° and 08 minutes and run NE along the SE right of way of said Warrior River Road a distance of 193.18 feet to the East line of Lot 1; thence turn an angle of 97° and 52 minutes and run South along the East line of said Lot 1, a distance of 103.44 feet to the NE corner of property conveyed to Donald Wayne Hand and Rena D. Hand as recorded in Real Volume 382, Page 102, in said Probate Office; thence turn right an angle of 90° and run West along the North line of said Hand property a distance of 191.36 feet to the point of beginning.

13. MISCELLANEOUS: The Agreement of the parties is approved and made a part of this Order as if fully set out herein. The parties are ordered to comply therewith and jurisdiction to enforce the terms is reserved by this Court.

14. ATTORNEY FEES: Each party shall pay their own.

15. COURT COSTS: Court costs are hereby taxed as paid.

DONE and ORDERED, this 9 day of AUGUST, 2002.



J. GABE PATE
CIRCUIT COURT JUDGE

cc: Margaret L. Lathum, Attorney for the Plaintiff
2105 Third Avenue North, Birmingham, AL 35203

Morris E. Schiffman, Sr., Defendant
170 Camp Branch Road, Alabaster, AL 35007