

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

IN RE: **THE MARRIAGE OF**

JANET G. COOK,

PLAINTIFF,

VS.

JAMES ARTHUR COOK,

DEFENDANT.

CIVIL ACTION NO.: DR-97-759

FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for final judgment upon the Plaintiff's Complaint, Answer and Waiver of the Defendant, and Testimony as noted by the Notary Public. 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 Plaintiff, Janet G. Cook and said Defendant, James Arthur Cook, 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 the 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. Thereafter, each party may, and they are hereby, permitted to again contract marriage upon the payment of costs of this suit.

THIRD: That the Agreement of the parties filed herein, a copy of which is attached hereto and made a part hereof as though set forth herein, should be and the same is hereby RATIFIED, APPROVED and CONFIRMED by the Court and same shall be fully binding on both Plaintiff and Defendant. The Plaintiff and Defendant are each hereby ORDERED and DIRECTED by the Court to faithfully perform their respective obligations as set forth therein.

FOURTH: That costs of Court in this cause are taxed against the Plaintiff for which let execution issue.

DONE and ORDERED this the 20th day of January, 1998.

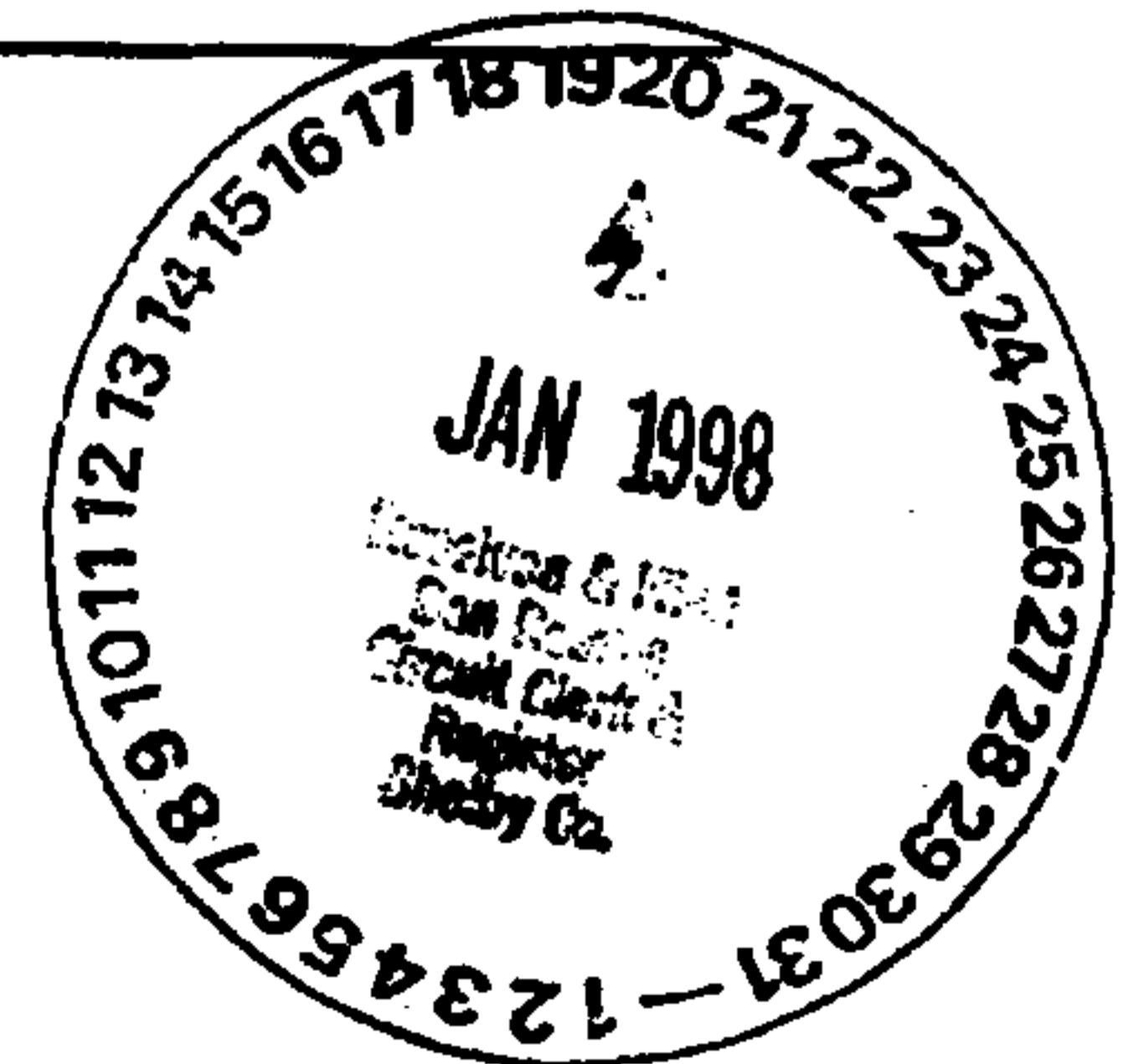
CIRCUIT JUDGE
CIVIL DIVISION

Certified a true and correct copy

Date: 7-28-03

Mary H. Harris, Circuit Clerk
Shelby County, Alabama

Mary H. Harris



IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

IN RE: THE MARRIAGE OF

JANET G. COOK,

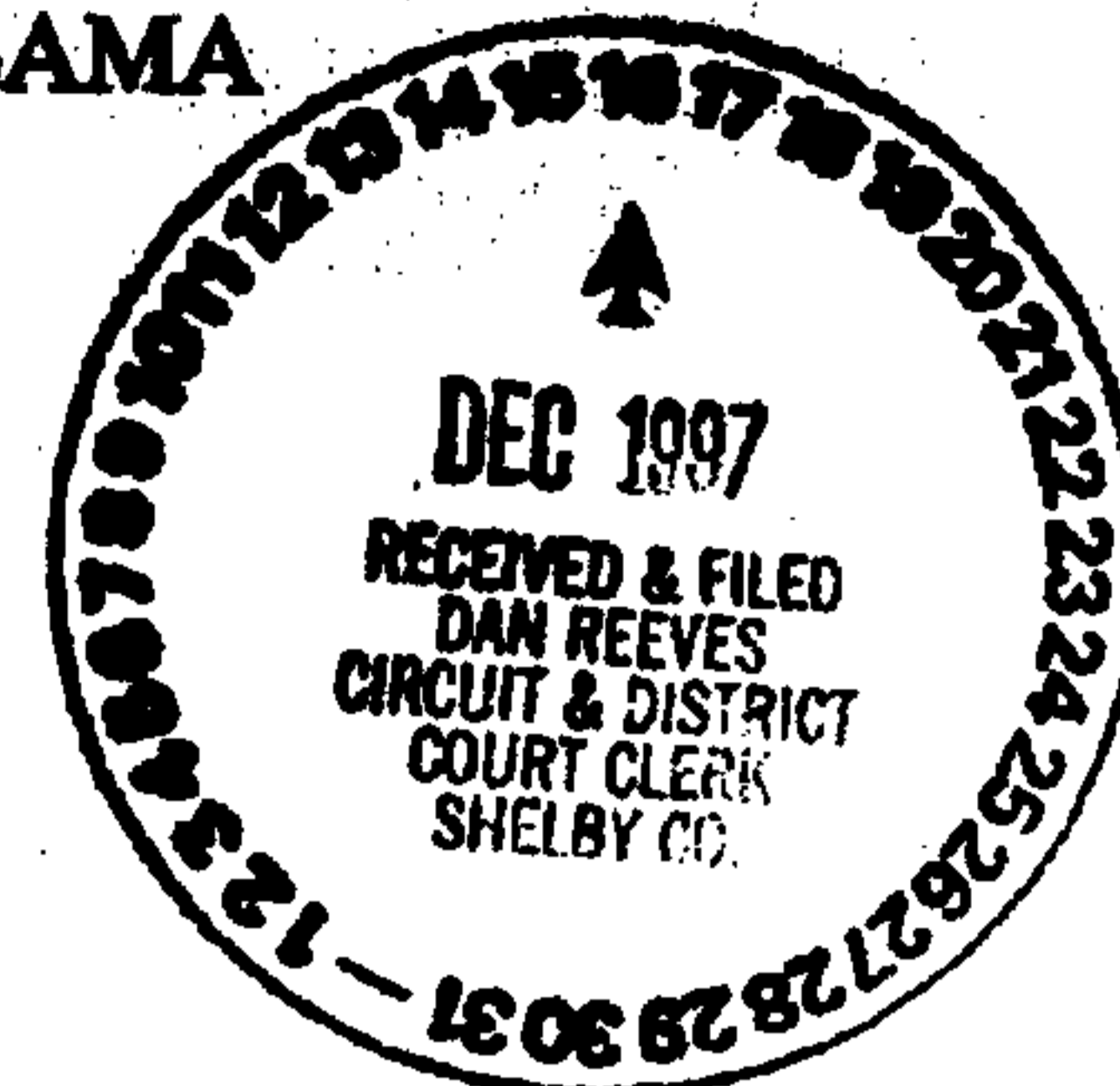
PLAINTIFF,

VS.

JAMES ARTHUR COOK,

DEFENDANT.

CIVIL ACTION NO.:



AGREEMENT OF THE PARTIES

WHEREAS, Janet G. Cook, hereinafter referred to as "Wife", has filed a Bill of Complaint for Divorce against James Arthur Cook, hereinafter referred to as "Husband", in the Circuit Court of Shelby County, Alabama and

WHEREAS, the parties have agreed with each other as to the settlement of their affairs and have expressed the desire that this Agreement be made a part of any final judgment of divorce which may be rendered in this cause,

IT IS, THEREFORE, agreed and understood by and between the parties as follows:

1. Alimony.

Each party hereto waives alimony from the other past, present or future.

2. Real Property.

Wife is awarded the full right, title and interest of the parties in and to the residence and 40.9 acres situated at 232 Lake Paradise, Shelby County, Alabama with the following exceptions: Presently, 40 acres are on the market for sale. In the event the property is sold, Wife shall receive the net proceeds therefrom and the remaining property shall be her separate property. However, Husband presently resides on said property in a

trailer in his separate name which shall be confirmed to him. He shall continue to have the right to reside on said property for so long as he makes the mortgage payments for the property and pays the IRS debt as set out in paragraph 5(a) herein. In the event he fails to make a payment, or fails to make the payments on a timely basis, he shall immediately vacate said property and shall forfeit any right he has in and to the property. If the property has not sold within one year, and Husband continues to pay the mortgage and IRS payments as set out herein, Wife shall transfer to his separate name twenty (20) acres after eight years. All other property would be confirmed in her separate name. During the said eight year period, Husband shall pay all charges in connection with the said property and maintain said property as it is presently. In the event the property has not sold during this period and Husband dies, all property shall be confirmed in Wife's name. In the event Wife dies during this period, her heirs shall be entitled to the property as set out herein. Husband shall cooperate with Wife in her attempts to sale the said property and shall not interfere in any way.

3. Personal Property.

Furniture and Furnishings

(a) The parties have amicably divided all household furniture, furnishings, goods, wares and appliances.

Automobiles

(b) The Husband shall have all right, title and interest in the Suzuki automobile. Wife shall execute any and all documents necessary to effectuate the transfer

of title to the Husband.

(c) The Wife shall have all right, title and interest in the 1994 Chevrolet Silverado and 1994 Ford Mustang and Husband is divested of any interest therein. Husband shall execute all documents necessary to effectuate transfer of the title on the automobile to the Wife. Wife shall be responsible for the indebtedness thereon and shall indemnify and hold harmless the Husband from any claims or liability thereon.

Other Personal Property

(d) The parties agree that each has made full and fair disclosure of any and all assets, real and personal, vested in either of them, and each shall take sole title to and possession of all items of personal property currently in his or her name or belonging solely to him or her (and not specifically referred to in this agreement), including, without limitation, cash, checking and savings accounts, jewelry, securities, IRA's, KEOGH's and/or pension and profit-sharing plans, partnerships, business interests, insurance policies and the like, and each hereby renounces any interest that he or she may have in property vested in the other.

4. Life Insurance.

Husband shall maintain in full force and effect a policy of life insurance on his life having a face value of \$50,000.00. The Husband shall designate the Wife as the irrevocable beneficiary thereon for so long as he has an obligation to pay the mortgage payments as set out in paragraph 3 and 5(a) herein. The Husband shall not borrow against the policy, or do, or allow any other thing or event to happen or occur, which would reduce

the benefits payable on his death below \$50,000.00. The premiums on the said policy shall be paid promptly and the Husband shall, upon request of Wife, annually furnish proof in writing from the insurance company issuing said policy that said coverage is in full force and effect and that all premiums due have been paid.

5. Debts.

(a) Husband assumes and shall be responsible for and pay the outstanding debt to the internal revenue service and shall indemnify and hold Wife harmless against any of the same.

(b) Wife assumes and shall be responsible for and pay the outstanding debt to Southtrust and shall indemnify and hold Husband harmless against any of the same.

(c) Except as otherwise provided herein, each party shall be responsible for all debts in his or her separate name. The parties shall indemnify and hold harmless the other from any claims or liability thereon.

(d) Each party warrants to the other that they have not incurred debts upon which the other party would be liable in any manner whatsoever which have not been disclosed.

(e) Neither party shall hereafter directly or indirectly incur further debts or credit obligations which would obligate the other party either individually or jointly.

6. Attorney's Fee and Court Costs.

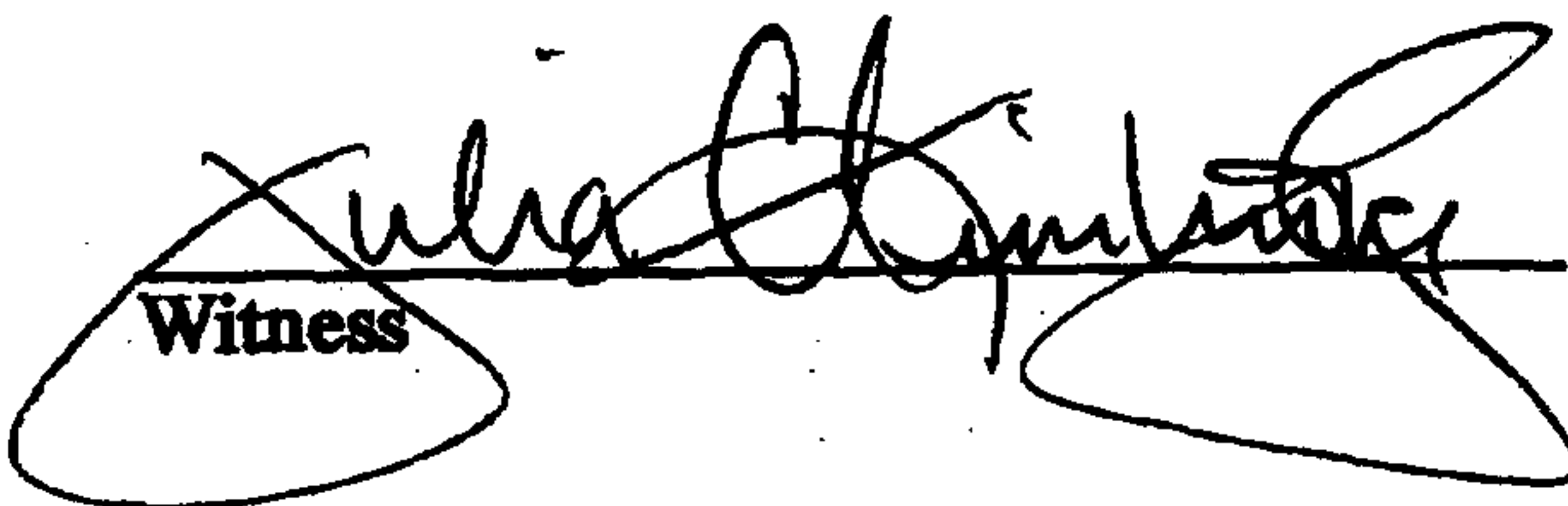
(a) Each party shall be responsible for their own attorney fees.

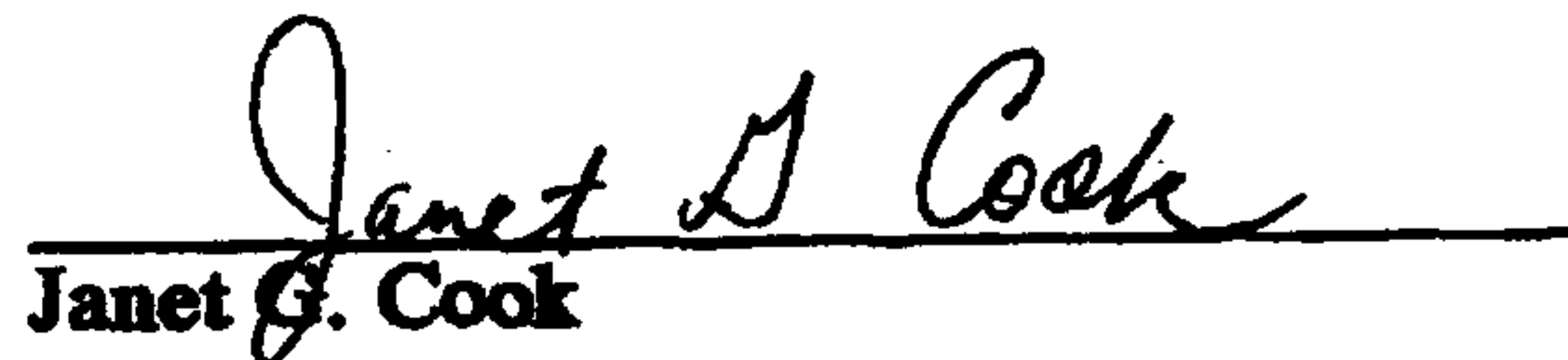
(b) Wife shall pay the court costs.

7. Miscellaneous.

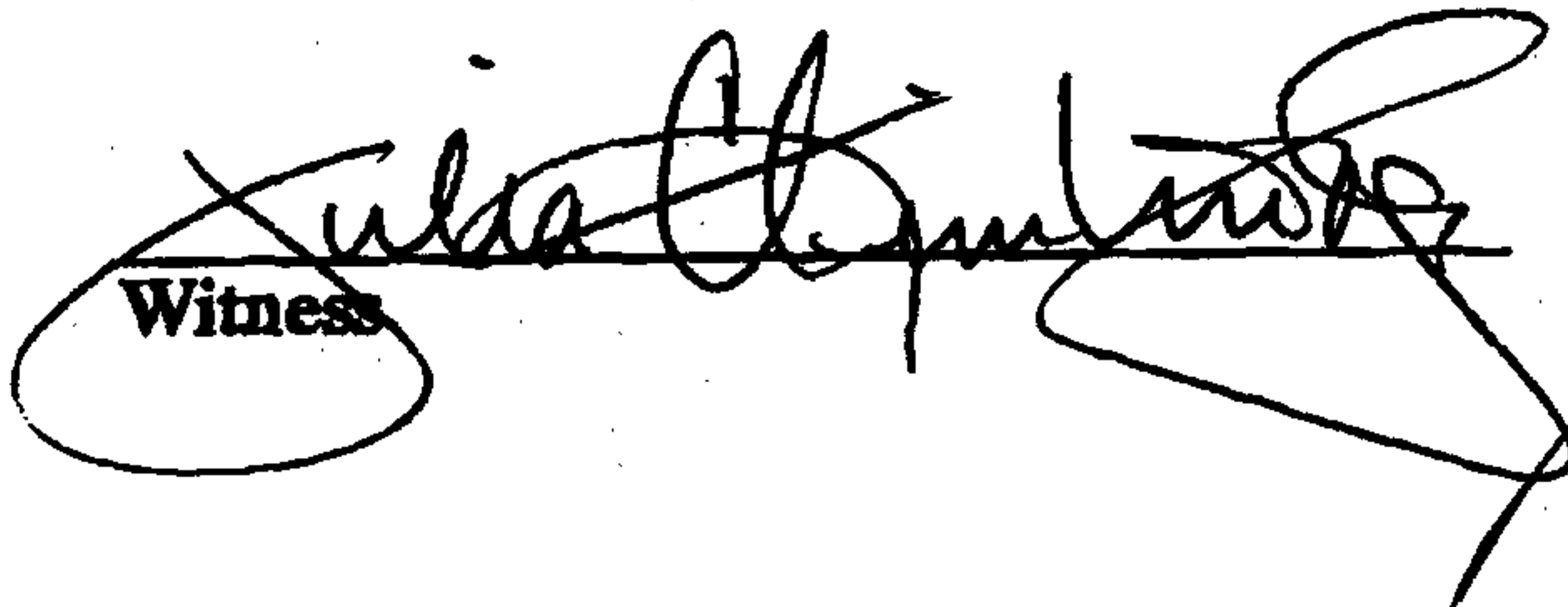
- (a) **Wife shall resume the use of her maiden name: Janet Gayle Garner.**
- (b) **Each party hereto shall execute such documents as may be necessary or expedient for effectuation of the provisions of this Agreement.**
- (c) **Each party hereto has made a full disclosure of his/her assets and liabilities, each has been fully informed of his/her legal rights and obligations hereunder, and each has signed this agreement voluntarily, intending to be bound by it.**
- (d) **The parties understand that this agreement constitutes the entire contract between the parties and supersedes any prior understanding or agreements between them upon the subjects covered in this document. There are no representations or warranties other than as set forth herein.**

WITNESS MY HAND and SEAL this the 3 day of DECEMBER, 1997.


Witness


Janet G. Cook

WITNESS MY HAND and SEAL this the 4th day of DECEMBER, 1997.


Witness


James Arthur Cook

EXCIBT A-

of FORTY-EIGHT THOUSAND AND NO/100 Dollars
(\$ 48,000.00), evidenced by one promissory installment note of this date in the amount of \$48,000.00, together with interest upon the unpaid portion thereof from date at the rate of 12% per annum, in monthly installments of \$688.67, payable on the 3rd day of each month after date, commencing February 3, 1996, until said sum is paid in full.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Janet G. Cook and James A. Cook

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

The SW 1/4 of the SW 1/4 of Section 35, Township 21 South, Range 1 West, Shelby County, Alabama, being the same property as surveyed by R. Edward Gilliland, Ala. Reg. No. 15919, on the 4th day of December, 1995, which is more particularly described by said survey as follows:

Commence at a corner in place accepted as the Southwest corner of Section 35, Township 21 South, Range 1 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 00 deg. 03' 09" East along the West boundary of the SW 1/4 of the SW 1/4 of said Section for a distance of 1323.04 feet to a corner in place accepted as the Northwest corner of said 1/4 1/4 Section; thence proceed North 87 deg. 57' 04" East along the North boundary of said 1/4 1/4 Section for a distance of 1330.99 feet to a corner in place accepted as the Northeast corner of said 1/4 1/4 Section; thence proceed South 00 deg. 14' 42" East along the East boundary of said 1/4 1/4 Section for a distance of 1349.53 feet to a corner in place accepted as the Southeast corner of said 1/4 1/4 Section; thence South 89 deg. 06' 11" West along the South boundary of said 1/4 1/4 Section for a distance of 1337.11 feet to the point of beginning. The above land is located in the SW 1/4 of the SW 1/4 of Section 35, Township 21 South, Range 1 West, Shelby County, Alabama, and contains 40.91 acres. According to survey of R. Edward Gilliland, dated December 4, 1995.

SUBJECT TO Mineral and Mining rights reserved by mortgagees.

Mortgagors shall have the right to prepay all or any part of the above indebtedness at any time, without penalty, by paying such amount of pre-payment plus the accrued interest as of such prepayment date.

If all or any part of the property or any interest therein is sold or transferred by mortgagors without mortgagees' prior written consent, excluding the creation of a lien or encumbrance subordinate to this mortgage, the mortgagees may, at their option, declare all the sums secured by this mortgage to be immediately due and payable.