



IN RE: THE MARRIAGE OF

CIRCUIT COURT

CLEOLA H. ALFANO,

EIGHTEENTH JUDICIAL CIRCUIT

PLAINTIFF,

OF ALABAMA

VS.

SHELBY COUNTY

THOMAS LAWRENCE ALFANO, JR.,

CIVIL ACTION NUMBER DR-02-333

DEFENDANT.

FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for final judgment upon the pleadings and proof. 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 CLEOLA H. ALFANO and THOMAS LAWRENCE ALFANO, JR. are divorced from each other.

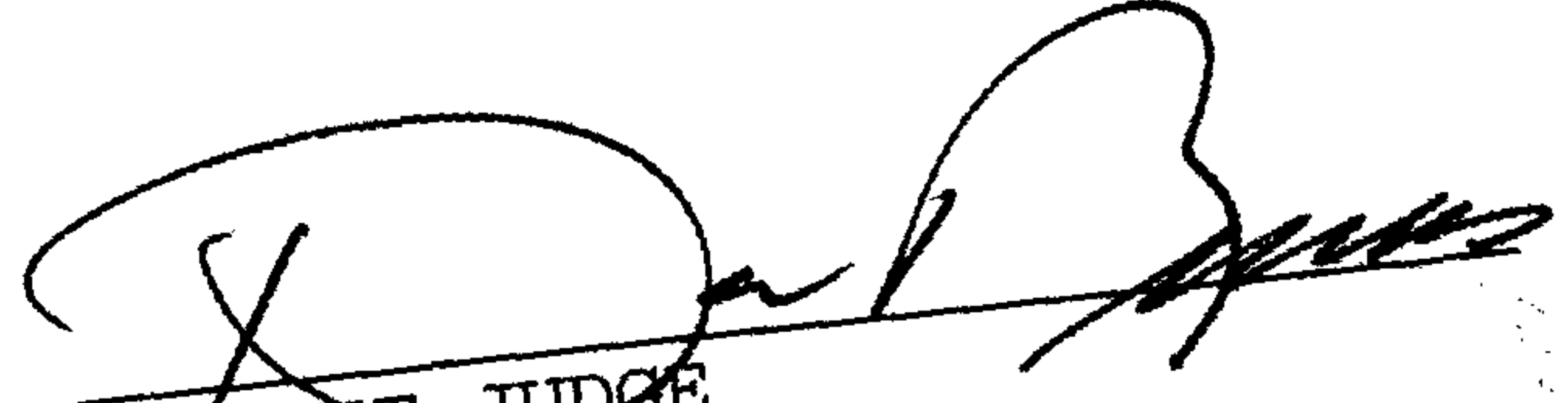
SECOND: That neither party shall marry again except to each other until sixty (60) days after the date of this Judgment of Divorce, and if an appeal is taken (which must be instituted within forty-two (42) days from this Judgment, or from the date that a post-trial motion is denied), then neither party shall again marry except to each other during the pendency of the appeal.

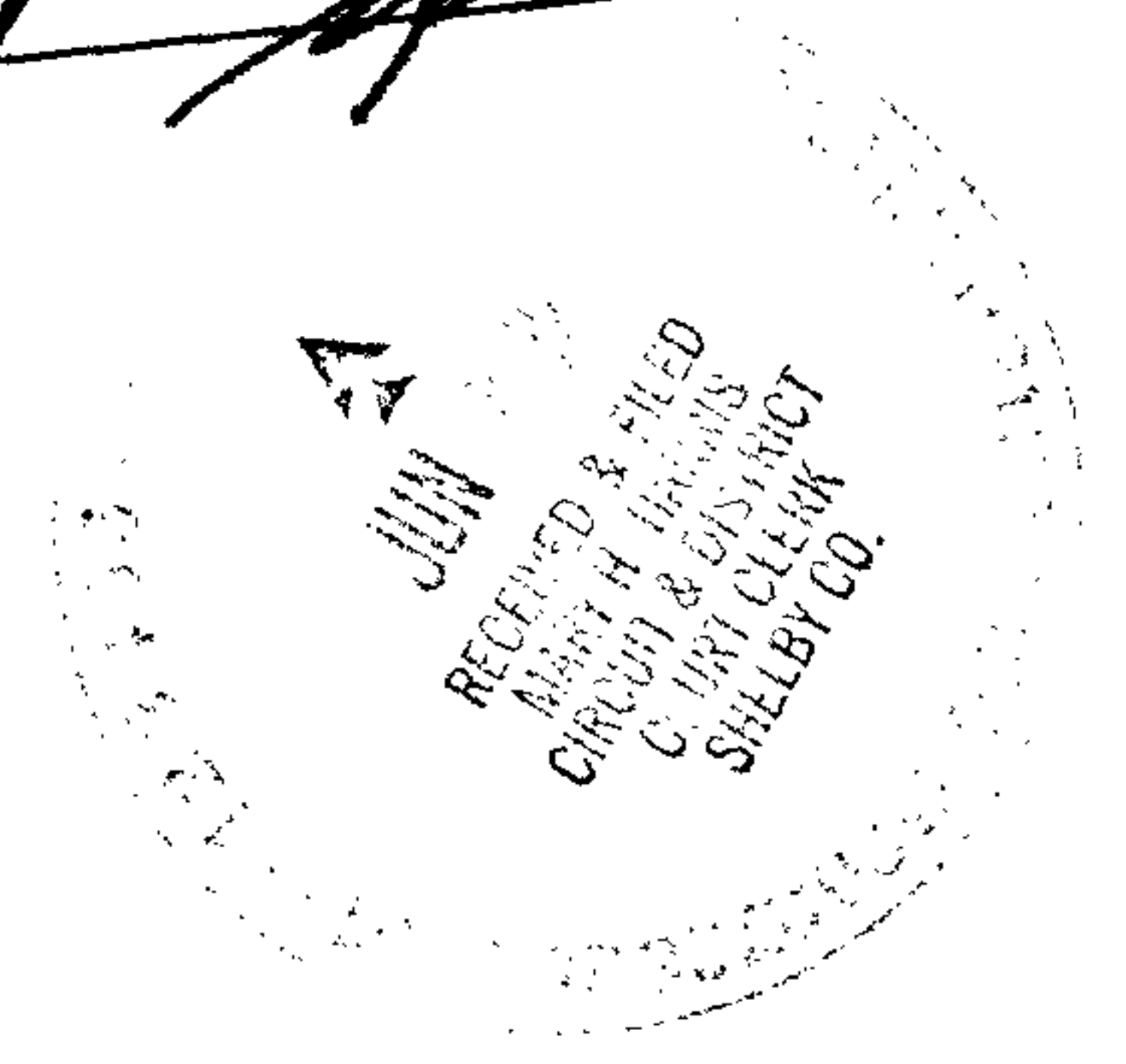
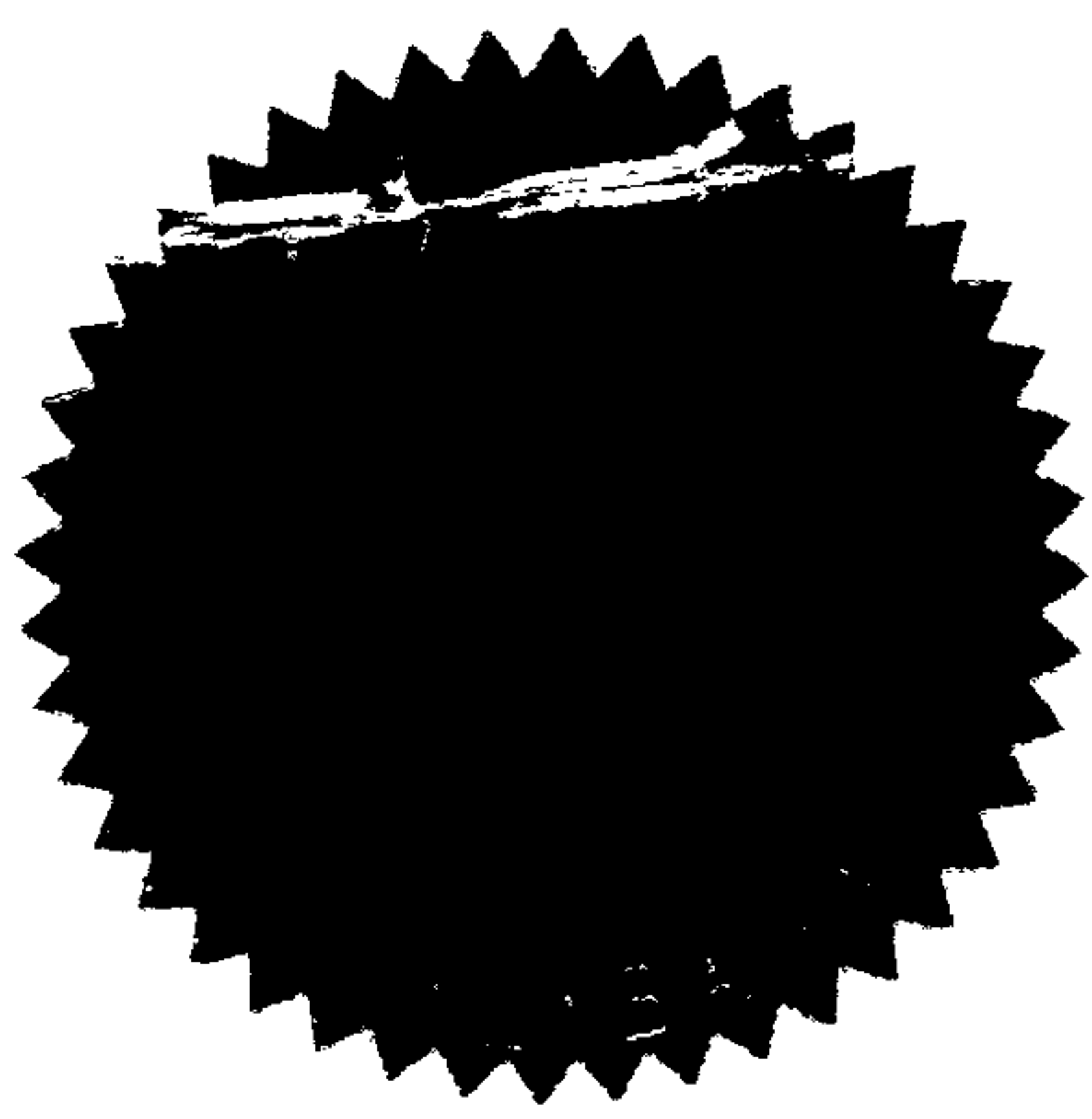
THIRD: It is further Ordered, Adjudged and Decreed by the Court, that the Agreement of the parties, filed in this cause, attached hereto as Exhibit A, is hereby ratified and approved and made a part of this Decree, the same as if fully set out herein and the parties to this cause are Ordered to comply therewith.

*Handwritten note:* 2/10/04

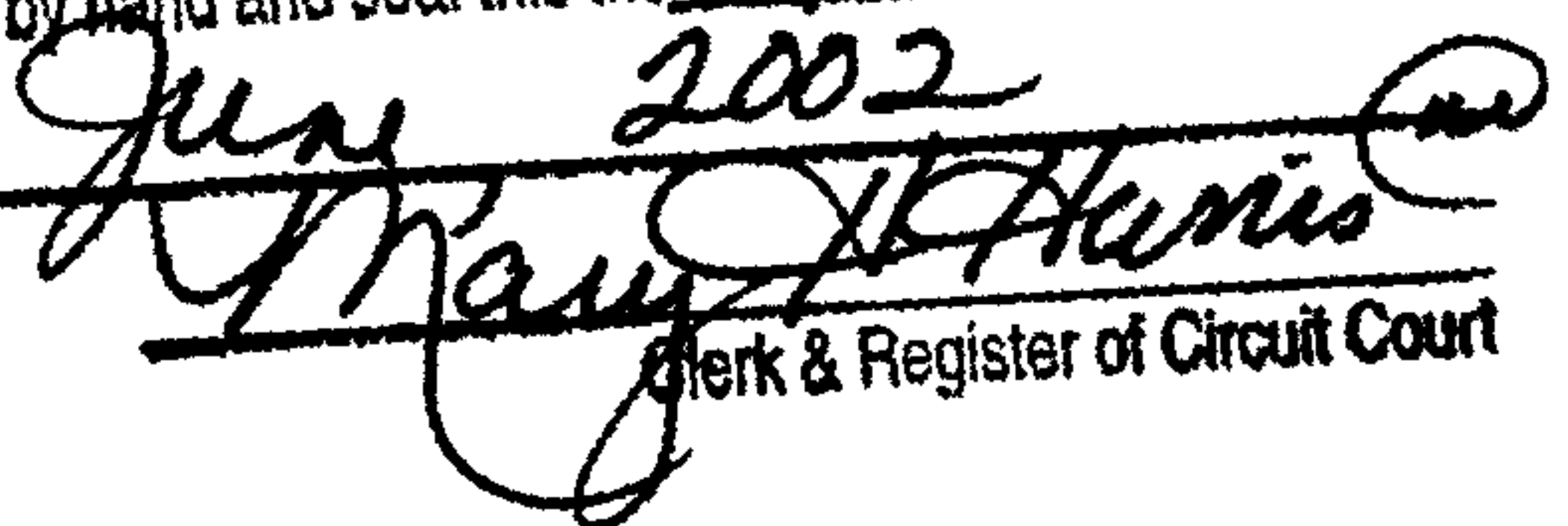
FIFTH: That the costs of Court accrued herein are hereby taxed as paid.

DONE and ORDERED this the 10<sup>th</sup> day of June, 2002.

  
CIRCUIT JUDGE



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 10<sup>th</sup> day of June 2002  
  
Clerk & Register of Circuit Court

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

CLEOLA H. ALFANO,

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PLAINTIFF,

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VS.

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CASE NO: DR-02-333

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THOMAS LAWRENCE ALFANO, JR.,

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DEFENDANT.

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MARRIAGE SETTLEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, there is now pending in the Circuit Court of Shelby County, Alabama, a certain cause wherein **CLEOLA H. ALFANO** is Plaintiff and **THOMAS LAWRENCE ALFANO, JR.** is Defendant and,

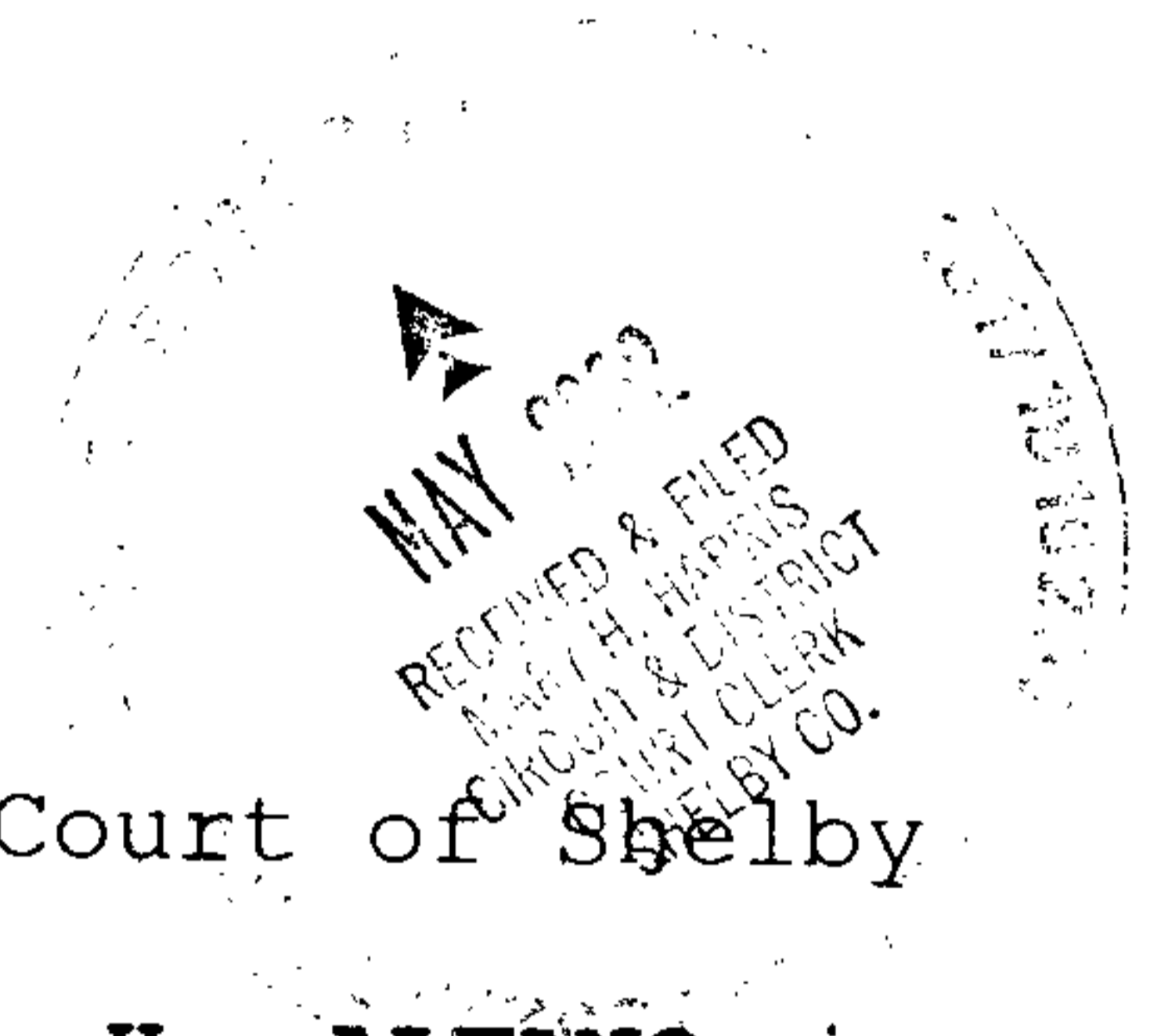
WHEREAS, the parties to said cause are desirous of settling certain controversies,

WITNESSETH:

In consideration of the mutual covenants and other good and valuable consideration herein expressed, it is mutually understood and agreed between the parties as follows:

1. REAL PROPERTY

(a) The parties jointly own a residence located at 2321 Kala Street, Helena, Alabama 35080. The Plaintiff shall convey all of her right, title and interest in said real property to the Defendant pursuant to an appropriate deed. Upon the Defendant's death or upon the sale of said real property which ever event occurs first the parties hereto shall equally divide the net proceeds therefrom. The Plaintiff's right to receive one/half



(1/2) of the net proceeds of said sale shall constitute and remain a lien upon the subject property.

2. **HOUSEHOLD GOODS AND PERSONAL PROPERTY**

(a) That the Plaintiff be awarded all the personal property that she has in her possession and that she assume and pay as it comes due the indebtedness owing thereon, if any, and that she indemnify and hold the Defendant harmless for the payment of same.

(b) That the Defendant be awarded all the personal property and that he has in his possession and that he assume and pay as if comes due the indebtedness owing thereon, if any, and that he indemnify and hold the Plaintiff harmless for the payment of same.

(c) That the Husband be awarded the Motor Home and he shall assume and pay as it comes due the indebtedness owing thereon to Alabama Telco Credit union with payments of three hundred fifty dollars (\$350.00) for approximately twelve (12) months and he shall indemnify and hold the Wife harmless for the payment of same.

(d) Each person shall expressly relinquish all right, title and interest which they may have therein to the other party.

3. **DEBTS:**

(a) That the Defendant will assume and pay all of the debts, bills and credit card obligations which are in his sole name and incurred for his benefit and he shall indemnify and hold the Wife harmless for the payment of same.

(b) That the Plaintiff will assume and pay all of the debts, bills and credit card obligations which are in her sole

name and incurred for her benefit and she shall indemnify and hold the Husband harmless for the payment of same.

4. **FINANCIAL ACCOUNTS:**

(a) The Wife is hereby awarded the individual Retirement Account, SEI account number 142830, presently managed through First Financial Group of the South, Inc.

5. **AUTOMOBILES:**

(a) That the Husband be awarded the 1996, Lincoln Town Car and it is stipulated and agreed that there is no indebtedness owing thereon.

(b) That the Husband be awarded the 1992 Ford Pickup Truck and it is stipulated and agreed that there is no indebtedness owing thereon.

6. **ATTORNEY FEES AND COURT COSTS:**

(a) Each party shall be responsible for payment of their own attorney's fee incurred in this cause.

(b) The costs of court are hereby taxed as paid.

*Cleola H. Alfano*  
\_\_\_\_\_  
CLEOLA H. ALFANO

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )


Before me, the undersigned authority in and for said County and State, personally appeared, **CLEOLA H. ALFANO** who being known to me first duly sworn, under oath, states that the facts set forth in the foregoing are true and correct, according to the best of her knowledge, information and belief.

Sworn and subscribed before me this 2<sup>nd</sup> day of May

20<sup>08</sup>  
*Juan - a Wife*  
\_\_\_\_\_

NOTARY PUBLIC

**NOTARY PUBLIC EXPIRES JULY 16, 2005**

  
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THOMAS LAWRENCE ALFANO, JR.

STATE OF ALABAMA    )  
COUNTY OF SHELBY    )

Before me, the undersigned authority in and for said County and State, personally appeared, **THOMAS LAWRENCE ALFANO, JR.**, who being known to me first duly sworn, under oath, states that the facts set forth in the foregoing are true and correct, according to the best of his knowledge, information and belief.

Sworn and subscribed before me this 20<sup>th</sup> day of May, 2002.

  
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NOTARY PUBLIC

MY COMMISSION EXPIRES JULY 16, 2005