

AVS0500

ALABAMA JUDICIAL DATA CENTER
IN THE CIRCUIT COURT OF SHELBY COUNTY



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Shelby Cnty Judge of Probate, AL
05/18/2004 10:57:00 FILED/CERTIFIED

JUDITH LAZORE VS MATTHEW C LAZORE

LAZORE MATTHEW C
PO BOX 234

CASE NUMBER: DR 2000 000057 00
PARTY NUMBER: D001

SIPSEY, AL 35584-0000

ISSUED ON: 03/02/2000 CLERK: MARY H. HARRIS
P.O. BOX 1810
COLUMBIANA AL 35051
(205) 669-3760

(03/02/2000) SHC

IN RE: THE MARRIAGE OF

JUDITH LAZORE,

PLAINTIFF,

VS.

MATTHEW C. LAZORE,

DEFENDANT.

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CIRCUIT COURT

NINETEENTH JUDICIAL CIRCUIT

OF ALABAMA

SHELBY COUNTY

CIVIL ACTION NUMBER DR-2000-057

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:

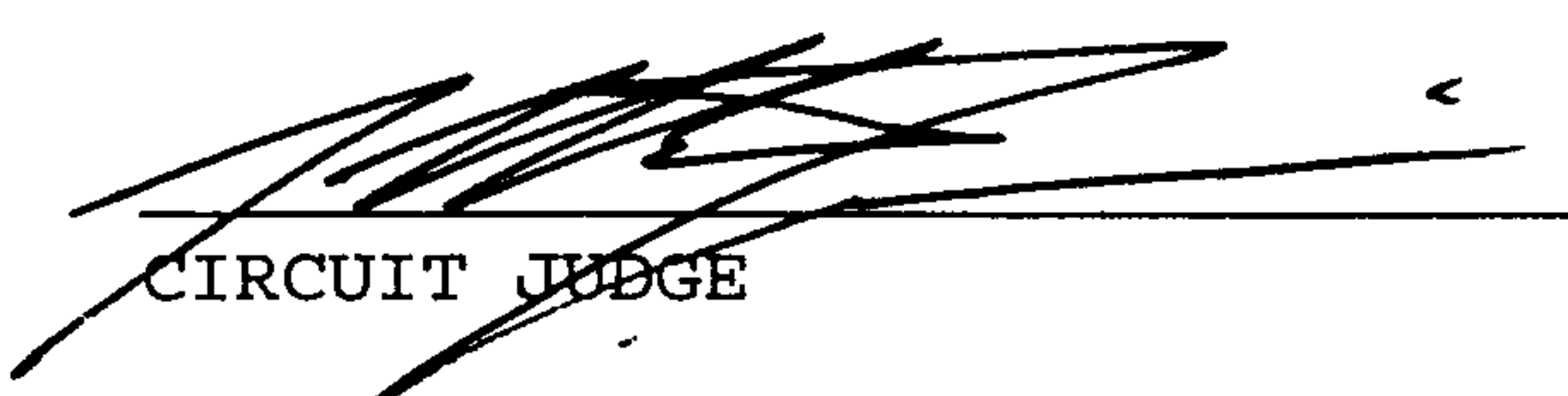
FIRST: That the bonds of matrimony heretofore existing between the parties are dissolved, and the said JUDITH LAZORE and MATTHEW C. LAZORE are divorced from each other.

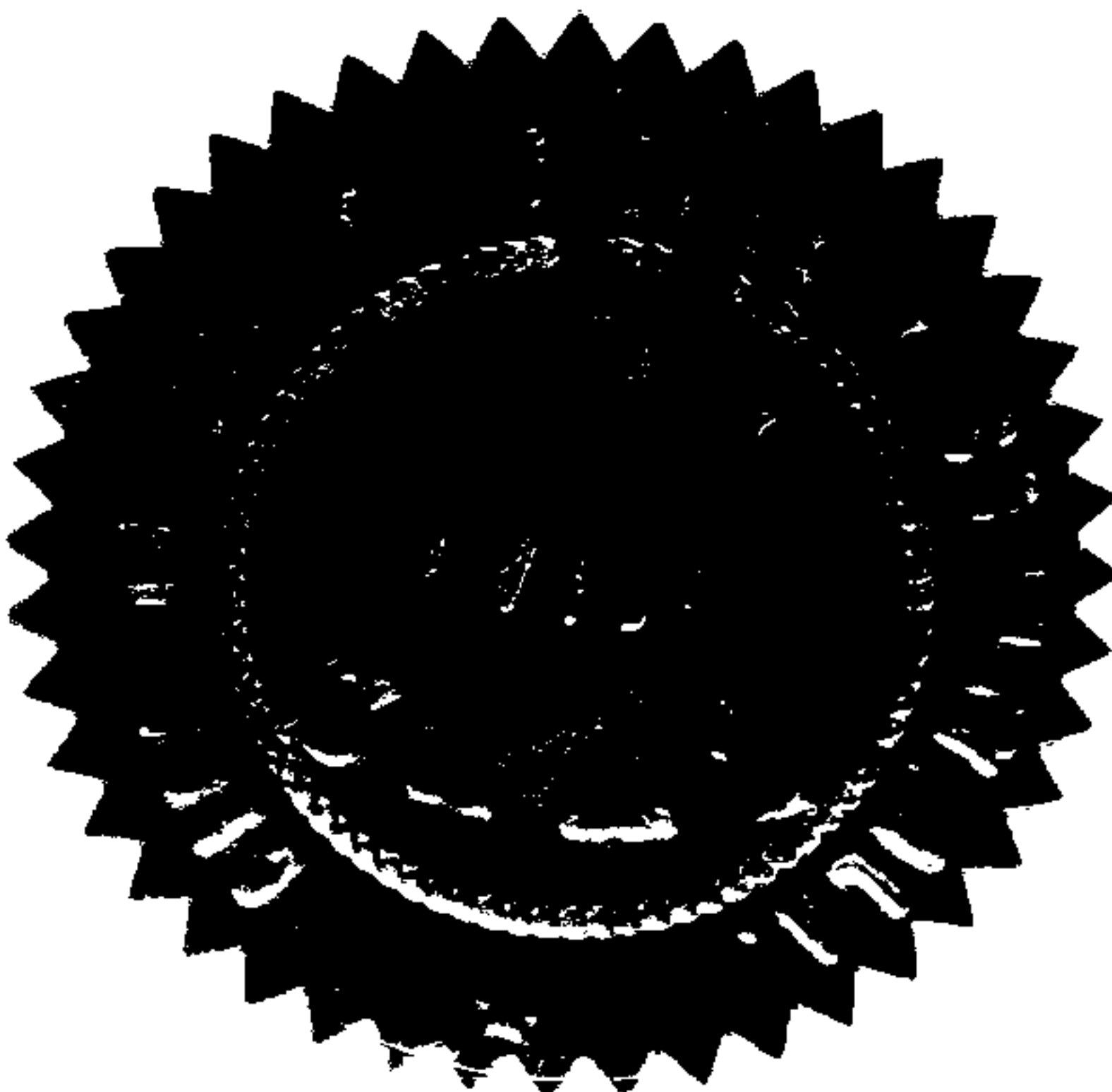
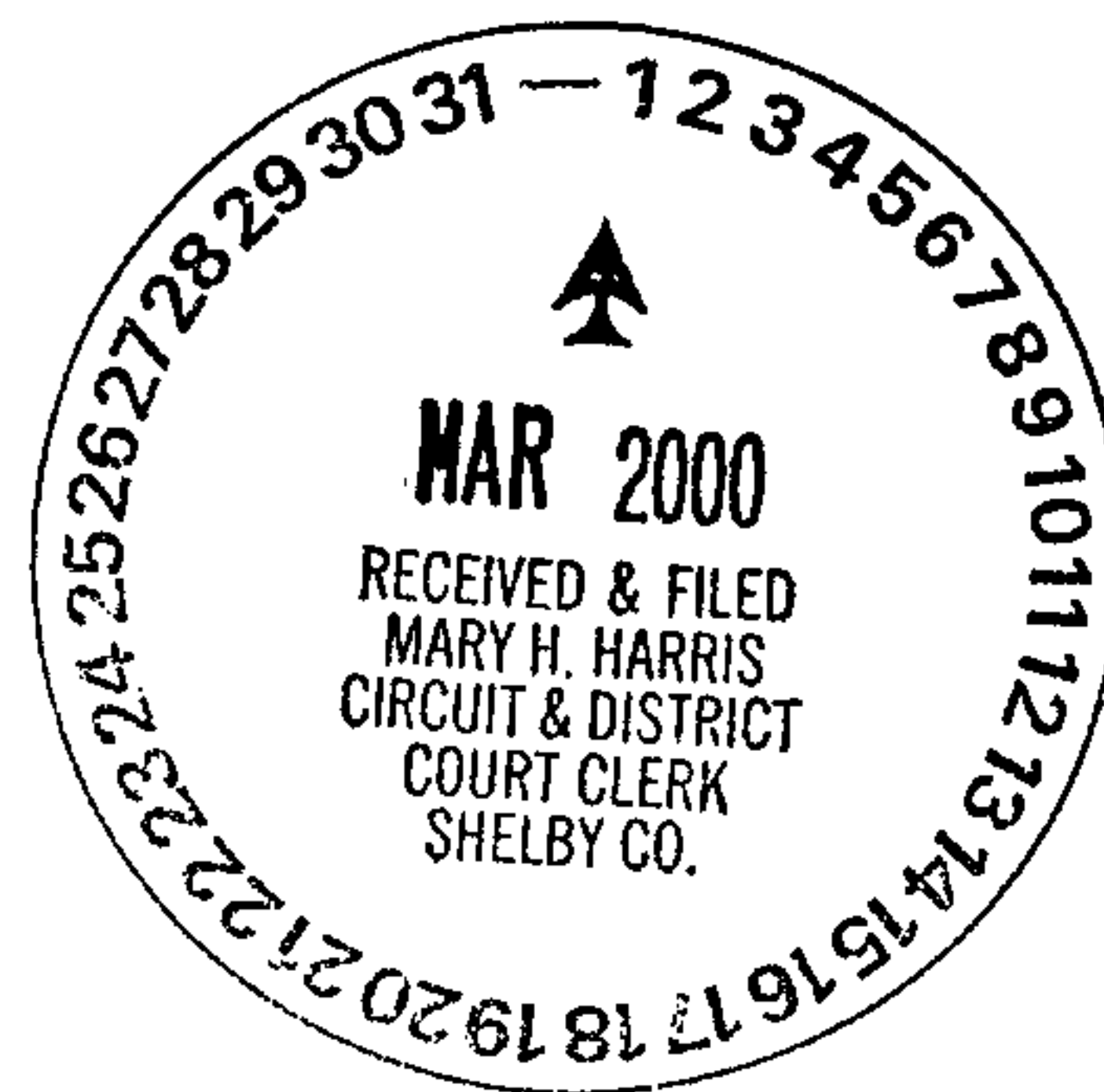
SECOND: That neither party shall marry again except to each other until sixty (60) days after the date of this Judgment of Divorce, and if an appeal is taken (which must be instituted within forty-two (42) days from this Judgment, or from the date that a post-trial motion is denied), then neither party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

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

DONE and ORDERED this the 29th day of February, 2000.


CIRCUIT JUDGE




st
March 2000
Mary H. Harris

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

JUDITH LAZORE,

PLAINTIFF,

VS.

MATTHEW C. LAZORE,

DEFENDANT.

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CASE NO: DR-

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MARY H. HARRIS
CIRCUIT & DISTRICT
CLERK
SHELBY CO.

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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 JUDITH LAZORE is Plaintiff and MATTHEW C. LAZORE 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. 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 Plaintiff be awarded all the furniture that is

presently located in the parties' marital residence and that she assume and pay as it comes due the indebtedness owing thereon, if any, and that she indemnify and hold the husband harmless for the payment of same.

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

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

2. REAL PROPERTY:

a. The wife is awarded the house and real property located at 105 Ashford Way, Alabaster, Shelby County, Alabama, accordingly, the husband is divested of any interest in said real property.

b. The wife shall pay to the husband the sum of \$10,000.00 from the proceeds of the sale of the aforementioned property, in the event that the wife sells said realty. The wife shall be under no obligation to sell the property at any time. In the event that the husband is not living at the time that the wife sells that aforenoted real property, the \$10,000.00 that would be payable to him pursuant to this paragraph shall be paid to the parties' son, Scott Matthew Lazore.

c. The wife shall assume and pay as it comes due the mortgage

indebtedness owing on said real property to First Federal Mortgage Company with monthly payments of \$585.00 for approximately 25 years and she shall indemnify and hold the husband harmless for the payment of same.

d. The Defendant is directed to sign a Quit Claim Deed conveying all of his right, title and interest in and to said property to the Plaintiff.

3. AUTOMOBILES AND OTHER VEHICLES:

a. The husband is awarded his 1995 16' Monarch Boat and it is agreed and stipulated by the parties that there is no indebtedness owing on said vehicle.

b. The husband is awarded his 1995 Dodge Dakota Pickup Truck, VIN #1B7GL23X9SS310066, and it is agreed and stipulated by the parties that there is no indebtedness owing on said vehicle.

c. The wife is awarded her 1996 Pontiac automobile, VIN #1G2WJ12M9TF259864, and it is agreed and stipulated by the parties that there is no indebtedness owing on said vehicle.

d. Each party shall sign any and all necessary documentation to reflect this conveyance within thirty (30) days of the Final Judgment of Divorce.

4. DEBTS:

a. That the Wife will assume and pay the debts which are in her name and for her benefit and she shall indemnify and hold the

Husband harmless for the payment of same.

b. That the Husband will assume and pay the debts which are in his name and for his benefit and he shall indemnify and hold the Wife harmless for the payment of same.

5. MISCELLANEOUS:

a. The husband shall pay to the wife the sum of \$500.00 per month for the parties' child's education expenses until such time of the parties' child, namely, Scott Matthew Lazore, has completed his undergraduate and graduate education.

b. The husband shall pay to the wife $\frac{1}{2}$ of Scott Matthew Lazore's school tuition and book expenses prior to each semester in August and December respectively.

c. In the event that the husband becomes totally physically disabled, he shall be relieved of the obligation to contributed to the son's education expenses.

d. The Plaintiff/Mother is directed to provide major medical and hospitalization and dental insurance for the use and benefit of the child of the parties. All health care costs for said child which are not paid by insurance coverage, including any and all medical, dental, orthodontist, hospitalization, prescription drugs and optical expenses not covered by said insurance is directed to be paid as follows, the Plaintiff shall pay 50% thereof and the Defendant shall pay 50% thereof.

6. FINANCIAL AND RETIREMENT ACCOUNTS:

a. The husband is awarded all right, title and interest in any 401K, ESP, ESOP, retirement accounts, stocks, bonds, savings accounts, checking accounts, certificates of deposit or similar financial accounts that are held in his sole name.

b. The wife is awarded all right, title and interest in any 401K, ESP, ESOP, retirement accounts, stocks, bonds, savings accounts, checking accounts, certificates of deposit or similar financial accounts that are held in her sole name and the parties' joint names.

7. FEDERAL AND STATE TAX

The parties agree to file a joint Federal and State Tax return for the 1999 tax year and agree to equally divide any refund, if any and in the alternative the parties shall equally pay any taxes that may be due.

8. ALIMONY

Each party hereto specifically waives any right or claim to past, present or future alimony or support.

9. ATTORNEY FEES AND COURT COSTS:


a. The defendant shall be responsible for payment of the plaintiff's attorney in this cause.

b. The costs of court are hereby taxed as to the defendant.

10. CATCH-ALL

The parties hereto shall executed and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument and shall do all other things necessary to this end.

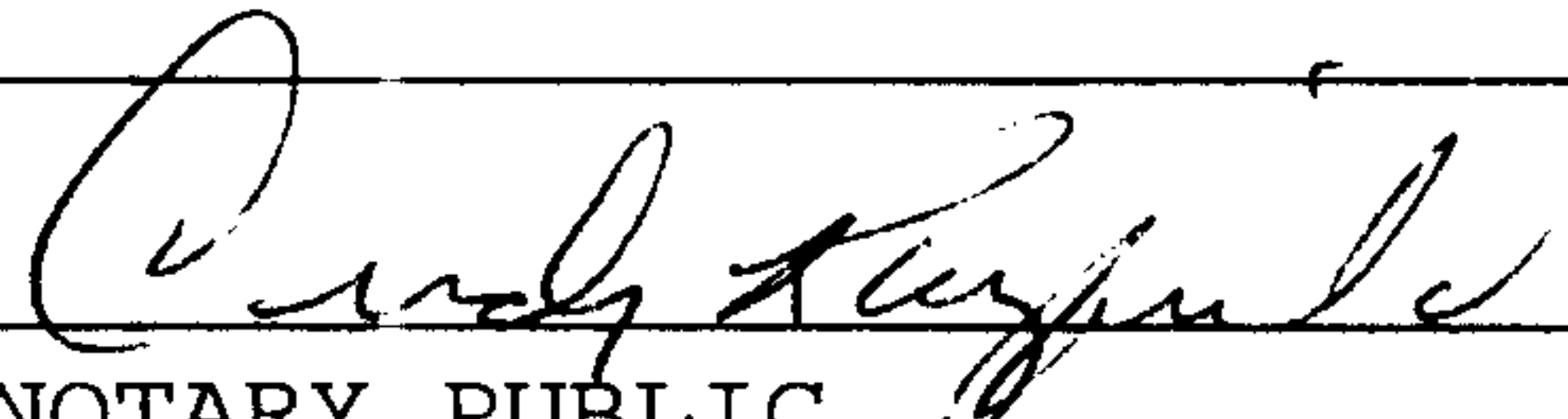
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JUDITH LAZORE

STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, the undersigned authority in and for said County and State, personally appeared, JUDITH LAZORE 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/her knowledge, information and belief.

Sworn and subscribed before me this 21st day of January, 2000.


NOTARY PUBLIC


NOTARY PUBLIC EXPIRES MAY 7, 2003


MATTHEW C. LAZORE

STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, the undersigned authority in and for said County and State, personally appeared, MATTHEW C. LAZORE, 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/her knowledge, information and belief.

Sworn and subscribed before me this 21st Day of January, 2000.


NOTARY PUBLIC

NOTARY PUBLIC EXPIRES MAY 7, 2003