

I certify this to be a true and correct  
copy of the original

20050126000040130 Pg 1/5 23.00  
Shelby Cnty Judge of Probate, AL  
01/26/2005 12:23:00 FILED/CERTIFIED

Law Offices of Jeff W. Palmer THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA  
DOMESTIC RELATIONS DIVISION

IN RE: THE MARRIAGE OF \*

REGINAL A. JACKSON, \*

PLAINTIFF, \*

vs. \*

CASE NO. DR03-320

NICOLE-ELISE WHITMORE, \*

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, ADJUDGED and DECREED by the Court as follows:

FIRST: That the bonds of matrimony heretofore existing between the Plaintiff and Defendant are dissolved and the said REGINAL A. JACKSON and NICOLE-ELISE WHITMORE 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: That costs of court accrued herein are taxed to the Plaintiff.

FOURTH: It is further ORDERED, ADJUDGED and DECREED by the Court that the agreement of the parties filed in this cause and attached hereto, 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.

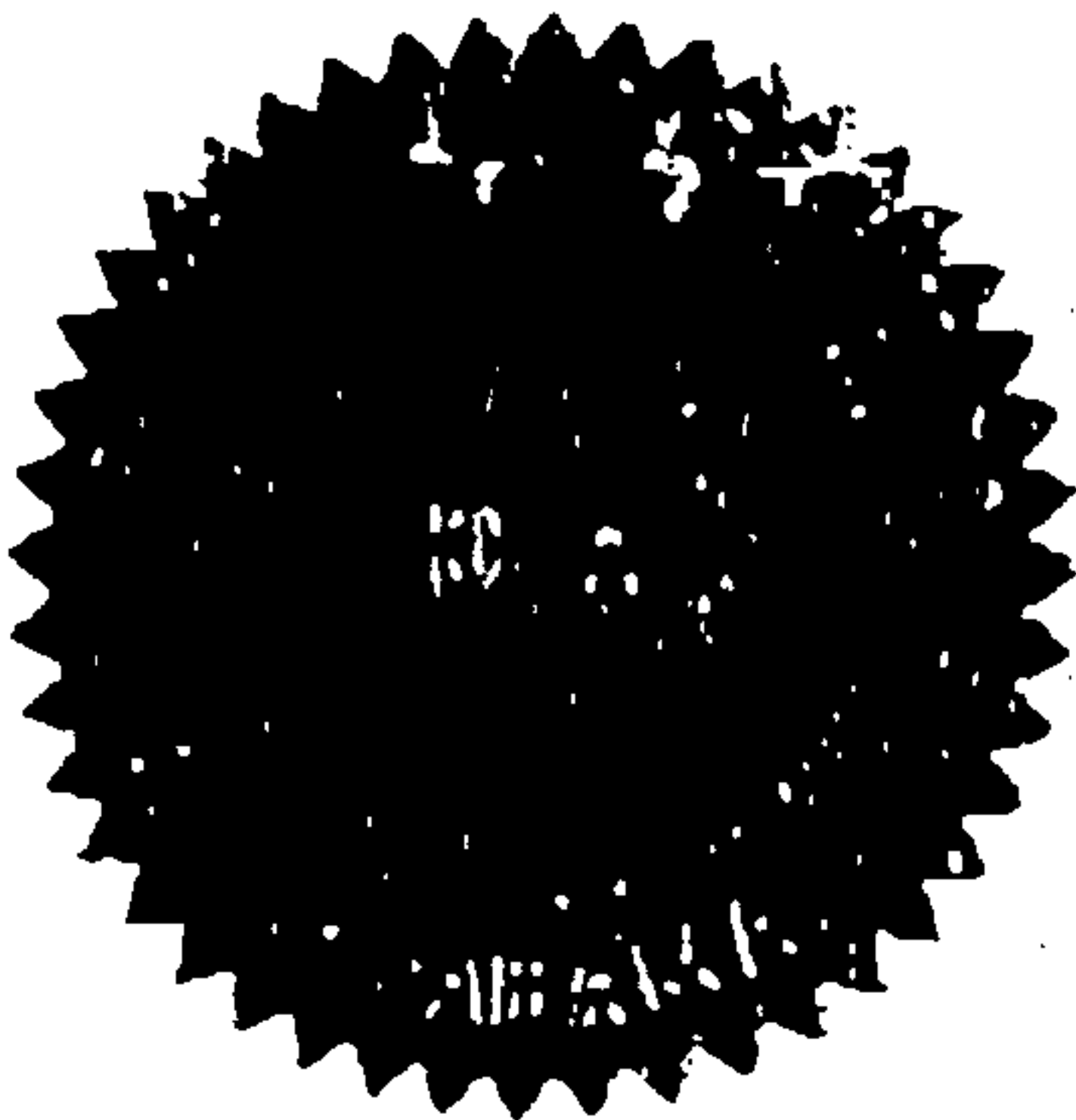
DONE and ORDERED this the 6<sup>th</sup> day of JUNE, 2003.

  
Circuit Judge

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

Dated: \_\_\_\_\_  
\_\_\_\_\_

JUN 10 2003  
CLERK OF CIRCUIT COURT  
SHELBY COUNTY, ALA.

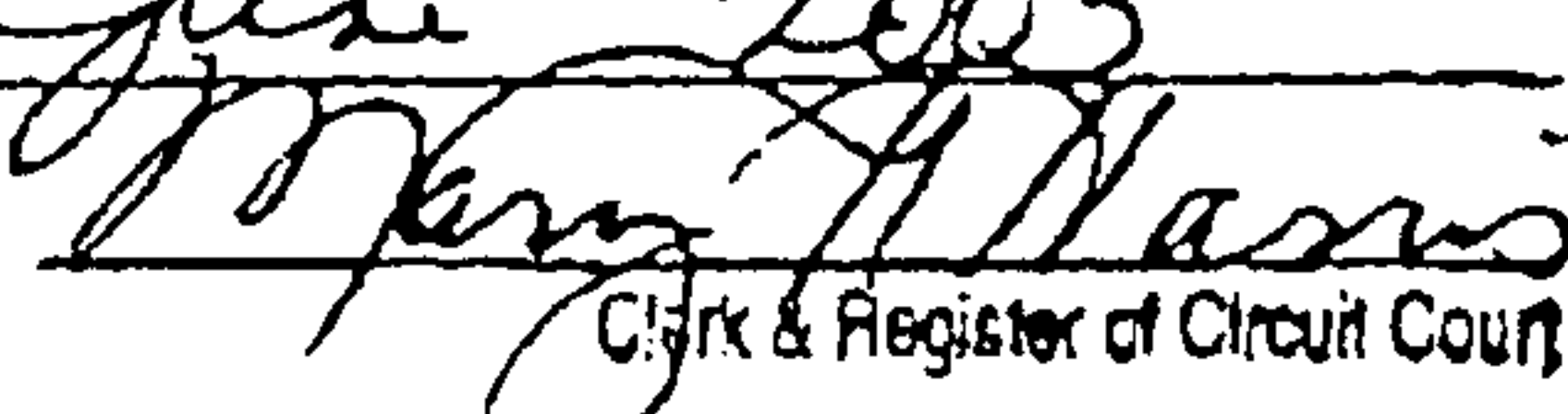


I, Mary Harris, Clerk and Register of the Circuit Court for Shelby County, Alabama, do hereby certify that the foregoing is a correct copy of the original decree rendered by the Judge of the Circuit Court in the above stated cause, which said decree is on file and entered in my office.

Witness by hand and seal this 9<sup>th</sup> day of

June

2003

  
Mary Harris  
Clerk & Register of Circuit Court

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA  
DOMESTIC RELATIONS DIVISION

IN RE. THE MARRIAGE OF

REGINAL A. JACKSON,

PLAINTIFF,

vs.

NICOLE-ELISE WHITMORE,

DEFENDANT.

CASE NO. DR 03-320

2013  
May 16, 2013  
Circuit & District  
Court Clerk - Shelby Co.

AGREEMENT

The above named parties, Nicole-Elise Whitmore (the Wife), and Reginal A. Jackson (the Husband), desiring to settle all financial matters by mutual agreement and having reached this agreement on this date, do execute this instrument as a memorandum for final agreement and decree as follows:

1. PROPERTY.

1.1 The Marital Home

The parties jointly own real estate located at 153 Bridge Drive, Birmingham, AL 35242 (the House). The Husband will convey to the Wife all of his right, title, and interest in the House by quitclaim deed. The Wife will have all rights to the escrow account. The Wife will be solely responsible for, and will pay, the mortgage debt on the House as it matures. The Wife will hold the Husband harmless from the mortgage debt on the House. The Wife shall use her best efforts to refinance the House, as soon as is possible, so as to remove the Husband from any responsibility for any debt on said House. If for any reason the Wife has not refinanced the House, as stated hereinabove, within three (3) years of the date that this agreement is signed, then the Husband shall have the right to obtain judicial sale upon appropriate petition.

1.2 Vehicles

The 2001 Chevrolet Suburban SUV, VIN#3GNEC16T41G269465, which is now owned by the Wife, is awarded to the Husband. The Wife will convey title to the Husband. The Husband shall be responsible for paying off the balance remaining against said automobile and shall hold the Wife harmless from any liability arising from indebtedness related to such automobile.

1.3 Bank Accounts

The parties have already agreed on a division of their bank accounts. Each party will retain sole ownership in the account that bears his or her name.

1.4 Qualified Retirement Plans

The Husband is awarded sole ownership of his 401(k) account with Waste Management.

1.5 Other Property

1.5.1 The Husband will retain ownership of the Allstate life insurance policy. The Husband will make premium payments on it and hold the Wife harmless from any liability for such payments.

1.5.2 The Husband and Wife have agreed to an equitable division of their personal property.

1.5.3 All other items of personal or real property currently in the Husband's possession or belonging solely to him (except as specifically described in this Agreement), including without limitation cash, bank accounts, clothing, clothing accessories, jewelry, securities, retirement plans, business interests, partnerships, insurance policies, and books, music, art, tools, equipment and intellectual property shall be his sole property, and the Wife hereby renounces any interest that she may have therein.

1.5.4 All other items of personal or real property currently in the Wife's possession or belonging solely to her (except as specifically described in this Agreement), including without limitation cash, bank accounts, clothing, clothing accessories, jewelry, securities, retirement plans, business interests, partnerships, insurance policies, and books, music, art, tools, equipment and intellectual property shall be her sole property, and the Husband hereby renounces any interest that he may have therein.

2. MARITAL OBLIGATIONS

2.1.1 The Wife will be responsible for the following debts: VISA Platinum, last three digits 904, balance of \$1,383.37; VISA Gold, last three digits 087, balance of \$3,073.88; VISA Regular, last three digits 70x, balance of \$736.53; Discover, last three digits 080, balance of \$2,183.37; Sear, last three digits 348, balance of



Jackson v. Whitmore  
Agreement  
Page Three

\$659.02; Marks Fitzgerald, last three digits 550, balance of \$2,126.84; and Whitmore personal loan, balance of \$1,500. The Wife will hold the Husband harmless from any liability arising from indebtedness related to these said accounts.

2.1.2 The Husband will be responsible for the debt owed to Sears, last three digits 247, balance of \$1,833.06. As his share of the debts mentioned in the previous paragraph, Husband shall pay to Wife \$500.00 dollars per month, commencing in April, 2003. These payments shall continue until the aggregate of such payments is \$2,604.12.

2.1.3 Each party shall be responsible for the other debts incurred in that party's sole name and will hold the other party harmless from any liability arising from said indebtedness.

### 3. ALIMONY

Both the Husband and the Wife waive any and all right to receive periodic alimony, past, present and future.

### 4. MISCELLANEOUS

#### 4.1 Bodie

The Wife will retain the Malti-Poo dog named Bodie.

#### 4.2 Taxes

The parties will cooperate to prepare and file joint federal and state tax returns for 2002. The parties will share equally the costs of preparing such returns. The parties will share any refund received from such returns and will contribute to any deficiency required in the ratio of 5/8 for the Wife and 3/8 for the Husband.

#### 4.3 Execution

Each party shall execute any and all documents necessary to effectuate the terms of this agreement, including, but not limited to, deeds, bills of sale, certificates of title, tax forms, real estate contracts, and the like. If this Agreement requires the Husband or the Wife to accomplish an act but does not state a time limit for completion, the act will be completed within sixty days after the divorce is effective.