

AGREEMENT BETWEEN FREDERICK L SNIDER JR
AND
MARY KNIGHT

Because Defendant states that he cannot pay the sum of \$4,500.00 in one lump sum, as required by that certain agreement dated 3 June, 2008 by and between Frederick L. Snider, Jr. and Mary L. Snider, Mary L Snider (Knight) is willing to enter into a separate agreement for the payment of said amount to her. Mary Snider has compensated her attorney, Douglas L. Key for his representation of her in this case.

THEREFORE

Item 8 of that certain agreement executed by and between Mary L. Snider and Frederick L. Snider Jr. dated 3 June, 2008 is hereby amended to read as follows:

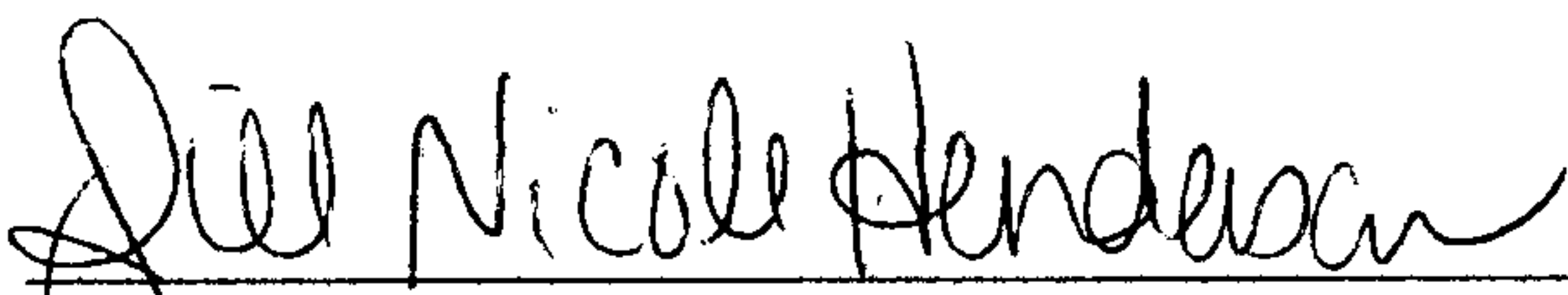
8. The Defendant shall pay to the Plaintiff the sum of \$4,500.00 as attorney fees for his representation of the Plaintiff in this cause. Costs of court are hereby taxed as paid by Plaintiff.

AND:

Mary Knight and Frederick L Snider, Jr, agree as follows:

Frederick L Snider, Jr agrees to consolidate the \$4,500 along with the \$2,139 payments that are delinquent from Item 3 of said 3 June, 2008 agreement and to repay the sum total of \$6,639 with interest at 1.67% per month in 18 equal payments of \$425 and one payment of \$108, the first payment being due and payable on or before November 1, 2008 and payments thereafter on or before the first of each month as per the schedule attached as Exhibit 2.


WITNESS our hands and seals on the dates indicated below:




NOTARY
MY COMMISSION EXPIRES 08/10/2012

 10/08/08

MARY KNIGHT DATE



NOTARY
MY COMMISSION EXPIRES 4/26/2010

 10-6-08

FREDERICK L. SNIDER, JR. DATE

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

MARY L. SNIDER,

Plaintiff,

vs.

FREDERICK L. SNIDER, JR.,

Defendant.

CASE NO.: DR 06-515-GDR

AGREEMENT

This matter came on to be heard for trial on February 6, 2008, the parties notified the Court that all aspects of the case were settled. Based upon the report of the attorneys for the parties, the Court is of the opinion that the following Agreement should be entered. It is therefore, **ORDERED, ADJUDGED and DECREED** as follows:

EXECUTION OF DOCUMENTS

1. Plaintiff and Defendant are directed to execute, or will execute, any and all necessary instruments or documents to effect the transfer of any and all property, including real or personal, as may hereinafter be provided for.

REAL ESTATE

2. The Plaintiff, Mary L. Snider, shall receive all right, title and interest in and to the real property located at 112 Hermitage Lane, Calera, AL 35040, Shelby County, State of Alabama. The Defendant is divested of any right, title and interest thereon.

The Defendant is hereby ordered and directed to execute a Quit Claim Deed conveying all of his right, title and interest in and to said property to the Plaintiff within thirty (30) days of the date of this Order.

Plaintiff is to assume and pay any and all mortgages, taxes and insurance on said property and shall indemnify and hold the Defendant harmless from any payments due thereon.

PAYMENTS

3. The Defendant shall pay to the Plaintiff the sum of \$12,806.14 at the rate of 20% interest. Said payment shall be made at the rate of \$340.00 per month beginning March 1, 2008 and monthly thereafter until such time as the balance is paid in full. In the event the Defendant desires, he may pay this balance in full at any time along with any interest due on the final payment. The purpose of this judgment is to repay the Plaintiff for monies used by the Defendant from her Home Depot account.

INSURANCE

4. The Husband is to provide to the Wife, through his employer, COBRA

insurance and he shall obtain timely an application and shall make all payments due on said COBRA insurance for the term of twelve (12) months subsequent to the date of this Order.

LIFE INSURANCE

5. Husband is currently has a life insurance policy on the Wife and he is turn over all documents and ownership of said life insurance policy to the Plaintiff within thirty (30) days of this Order.

USE OF FORMER NAME

6. The Plaintiff shall have the opportunity to resume the use of her maiden name and shall be known as Mary Knight.

MISCELLANEOUS

7. No Order of Continuing Income Withholding for Support shall be entered as no child support is being paid as there were no children born to the parties during the marriage.

ATTORNEY FEES AND COURT COSTS

8. The Defendant shall pay to the Plaintiff by and through her attorney of record, Douglas L. Key, the sum of \$4,500.00 as attorney fees for his representation of the Plaintiff in this cause. Costs of court are hereby taxed as paid by Plaintiff.

WITNESS our hands and seals this the 3 day of June, 2008.

Douglas L. Key
WITNESS

MY COMMISSION EXPIRES 4/26/2010

James A. Holt
WITNESS

x Mary L. Snider
Mary L. Snider

Frederick L. Snider, Jr.

\$12,806.14

X .20

\$2,561.23 ÷ 12 = \$213.44

\$3795

- 213.44

\$126.56

Doug Key
987-2211

EXHIBIT 2

20081014000405640 4/4 \$20.00
 Shelby Cnty Judge of Probate, AL
 10/14/2008 01:50:26PM FILED/CERT

PAYMENT SCHEDULE FOR FREDERICK L. SNIDER, JR. TO MARY L. SNIDER

DATE	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL BALANCE
BEGINNING PRINCIPAL BALANCE				\$6,639
11/1/08	\$314	\$111	\$425	6,325
12/1/08	319	106	425	6,005
1/1/09	325	100	425	5,681
2/1/09	330	95	425	5,351
3/1/09	336	89	425	5,015
4/1/09	341	84	425	4,674
5/1/09	347	78	425	4,327
6/1/09	353	72	425	3,974
7/1/09	359	66	425	3,615
8/1/09	365	60	425	3,251
9/1/09	371	54	425	2,880
10/1/09	377	48	425	2,503
11/1/09	383	42	425	2,120
12/1/09	390	35	425	1,730
1/1/10	396	29	425	1,334
2/1/10	403	22	425	932
3/1/10	409	16	425	522
4/1/10	416	9	425	106
5/1/10	106	2	108	0

NOTES: All amounts rounded to the nearest dollar.
 Interest is calculated at 1.67% per month

The beginning principal balance is calculated as follows:

Delinquent payments form 6/3/08 agreement	\$2,879
Owed to Mary per Item 8 of agreement	4,500
Total	7,379
Less: Sept 2008 paymnet made	400
Payment due Oct 1, 2008	340
	<u>\$6,639</u>