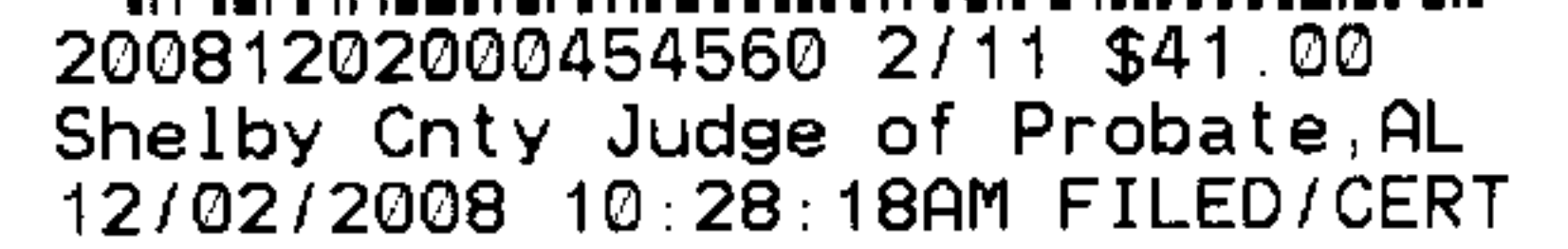


3. Plaintiff, BETTY BEARDEN, is awarded all right, title and interest in and to the residence located at 610 Highway 35, Pelham, Shelby County, Alabama, and Defendant is hereby specifically divested of any and all right, title and interest therein. Within thirty (30) days of the



4. Defendant, BRADLEY BEARDEN, is awarded all right, title and interest in and to the real property consisting of approximately 18 acres of commercial frontage located on Highway 52, Pelham, Shelby County, Alabama, and Plaintiff is hereby specifically divested of any and all right, title and interest therein. Within thirty (30) days of the date of this Final Judgment, Plaintiff shall execute and deliver to Defendant an appropriate deed transferring all of her interest in and to said real property to Defendant.

5. Defendant, BRADLEY BEARDEN, is awarded all right, title and interest in and to the workshop and all equipment located in the workshop at Highway 52, Pelham, Alabama, and Plaintiff is hereby divested of any and all right, title and interest therein.

Regions Bank Individual Retirement Custodial Account:

Bradley Bearden, social security number [REDACTED], 610 Highway 35, Pelham, Alabama 35124, D.O.B. December 17, 1943.

Betty Bearden, social security number 35114, D.O.B. November 11, 1947.

Regions Bank Individual Retirement Custodial Account.

Plan Sponsor:

Regions Bank.

Plan Administrator:


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Award to Alternate Payee:

Alternate Payee will obtain Fifty Percent (50%) of the value of the Participant's vested account balance under the Plan determined as of December 14, 2006.

Actual Earnings

1. The determined amount will either be increased or decreased to reflect its share of any investment earnings or losses credited to the Participant's account between December 14, 2006 and the date of assignment of the calculated award to a separate account in each Alternate payee's name under the Plan.
2. Any outstanding loan balances will not be considered as part of the Participant's vested account balance for purposes of determining the amount to be assigned to each Alternate Payee. Participant shall retain the responsibility for payment of any such outstanding loan balances.
3. The calculated award determined above shall be transferred in a lump sum to a separate account under the Plan in the name of each Alternate Payee as soon as administratively feasible. The income, accruals, gains, and losses experienced by such account maintained for the Alternate Payee are to accrue to such separate account. Each Alternate Payee shall have investment management rights pursuant to the provisions of the Plan for her account under the Plan. The Alternate Payee may elect to receive distribution from her separate account in accordance with the

terms of the Plan without reference to the Participant's attainment of "earliest retirement age" as defined in Section 414(p)(4)(B) of the Internal Revenue code of 1986, as amended.

If the assigned amount is \$1,000 or less, Regions Bank will forward a distribution form to each Alternative Payee as soon as administratively feasible after the date of assignment of the calculated award to a separate account in each Alternate Payee's name under the Plan.

If the assigned amount exceeds \$1,000, it shall remain in the separate account in each Alternate Payee's name under the Plan until such time as the Alternate Payee elects a distribution in accordance with the terms of the Plan. In addition, the Alternate Payee may name a beneficiary or beneficiaries to receive any amount payable from her account under the Plan as a result of her death.

4. After assignment of the calculated award to each Alternate Payee's account under the Plan, the Participant shall be awarded all right, title and interest in and to the Participant's account balance, as reduced above, under the Plan free and clear of any interest of the Alternate Payee.

Compliance with the Provisions of the Law:

It is the Court's intention that the provisions of the Order operate as an effective assignment of said interest under both state and federal law, for all purposes, and constitute a "Qualified Domestic Relations Order," in compliance with Section 414(p) of the Internal Revenue Code of 1986, as amended and Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended. This QDRO is granted in accordance with Section 30-2-51, Code of Alabama, which

relates to marital property rights, child support, and/or spousal support between spouses and former spouses in matrimonial actions. In the event that it is subsequently determined by the Plan Administrator for the Plan, by a court of competent jurisdiction, or otherwise, that the provisions of this Order fail to meet the requirements of a "Qualified Domestic Relations Order," both parties shall cooperate fully and shall execute any and all documents necessary to obtain an Amended Judgment and Decree containing an Order of this Court, meeting all requirements of a "Qualified Domestic Relations Order," and this Court expressly reserves jurisdiction over the Participant's benefits in the above named Plan as of the date of entry of the Judgment and Decree, in order to effectuate the assignment of benefits ordered above. This Order supersedes all previously filed Orders in this matter relating to this subject.

Savings Clause:

This order is not intended, and shall not be construed in such a manner, as to require the Plan:

- (a) to provide any type or form of benefit option not otherwise provided under the terms of the Plan.
- (b) to increased benefits, other than through the accumulation of earnings,
- (c) to require the payment of any benefits to the Alternative Payee which are required to be paid to another alternative payee under another order which was previously deemed to be a QDRO.

Plan Administration/Recovery to Excess Amounts:

1. Each Alternative Payee is ordered to report any retirement payments received on any applicable income tax return. Plan Trustee is authorized to issue a form 1099-R on any direct payments made to the Alternative Payee.
2. Each Alternate Payee shall keep Regions Bank informed of their current address. Notice of change of address shall be made in writing, witnessed by a Notary and mailed to:

Regions Bank
3. In the event that the Plan Trustee inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this order, the Participant shall immediately reimburse the Alternate payee to the extent that he or she has received such benefit payment and shall forthwith pay such amount so received directly to the Alternate Payee within ten (10) days of receipt.
4. The Participant and the Alternate Payee shall hold the Plan, Regions Bank, and any fiduciary harmless from any liabilities, which arise from this domestic relations order, including all reasonable attorney's fees which may be incurred in connection with any claims which are asserted because the Plan honors this order.
5. The balance of said account, after allocation to alternate payee is hereby confirmed to the Defendant as his separate property.

RESERVATION OF JURISDICTION

The Court specifically reserves jurisdiction and authority to amend paragraph **"Defendant's Retirement Account"** of this Final Decree of Divorce in order to insure that the provisions thereof are a Qualified Domestic Relations Order approved by the Plan Administrator.

AUTOMOBILES

6. Plaintiff is awarded all right, title, and interest in and to the 1997 GMC Van together with all prepaid insurance, keys, and title documents, and Plaintiff shall assume, be responsible for and pay any and all indebtedness associated therewith, and shall indemnify and hold Defendant harmless for said indebtedness. Defendant is hereby divested of any and all right, title, and interest in and to said 1997 GMC Van. If necessary, Defendant shall execute all documents to effectuate transfer of title to Plaintiff of said 1997 GMC Van.

7. Defendant is awarded all right, title and interest in and to the following motor vehicles together with all prepaid insurance, keys, and title documents, and Defendant shall assume, be responsible for and pay any and all indebtedness associated therewith. Plaintiff is hereby divested of any and all right, title and interest in and to said following motor vehicles. If necessary, Plaintiff shall execute all documents to effectuate transfer of title to Defendant of said following motor vehicles:

- a.. Corvette;
- b. 1934 Ford;
- c. El Camino
- d. 1962 Impala;
- e. 1987 Brown Chevrolet Truck;
- f. 1987 Blue Chevrolet Truck; and
- g. 1994 Red Chevrolet Truck.

PERSONAL PROPERTY

8. (1) Plaintiff's Property

Plaintiff is specifically awarded all right, title and interest in and to the following personal property:

- a. Hall tree;
- b. Two (2) sofas;
- c. Eight (8) chairs;



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- d. One (1) Entertainment center of Plaintiff's choosing;
- e. Two (2) book cases;
- f. Dining table with eight (8) chairs;
- g. Antique Buffet;
- h. Antique chair (given to Plaintiff by her mother-in-law);
- I. Antique rocker (given to Plaintiff by her mother-in-law);
- j. China cabinet;
- k. Two (2) storage benches;
- l. Desk;
- m. Four (4) end tables;
- n. Coffee table;
- o. Three (3) bar stools;
- p. Antique wash stand;
- q. Two (2) Televisions of Plaintiff's choosing, (25", 27", 19", and 20");
- r. One (1) DVD player of Plaintiff's choosing;
- s. DVD/VCR player;
- t. One (1) Queen size bed of Plaintiff's choosing;
- u. Three (3) bedside tables of Plaintiff's choosing;
- v. Two (2) double beds;
- w. Two (2) dressers of Plaintiff's choosing;
- x. Two (2) armoires;
- y. Two (2) chest of drawers of Plaintiff's choosing;
- z. Four (4) shelf mahogany shelving unit;
- aa. Twelve (12) table lamps of Plaintiff's choosing;
- bb. Floor lamp;
- cc. Sewing machine;
- dd. Washer and dryer;
- ee. Antique sofa and two (2) chairs;
- ff. Antique cabinet;
- gg. Antique recliner;
- hh. Sofa;
- ii. Easy chair;
- jj. Dining table and four (4) chairs;
- kk. Microwave;
- ll. Microwave cabinet;
- mm. Two (2) pantry cabinets;
- nn. One (1) clothes cabinet;
- oo. Two (2) book cases;
- pp. Desk and chair;
- qq. Stereo;
- rr. End table;
- ss. Double bed;
- tt. Antique dresser;
- uu. Antique chest of drawers;
- vv. Wicker shelf;

- ww. Freezer;
- xx. Wrought iron patio table and four (4) chairs;
- yy. Miscellaneous interior decorations;
- zz. Three-fourths (3/4) of all miscellaneous kitchen utensils, pots and pans,
and dishes in both kitchens of Plaintiff's choosing;
- aaa. Three-fourths (3/4) of all curtains, bedding, and bath linens up and
downstairs of Plaintiff's choosing;
- bbb. Plaintiff's jewelry; Miniature tea set collection;
- ccc. Angel collection; and
- ddd. Family photographs.

(2) **Defendant's Property**

Defendant is specifically awarded all right, title and interest in and to the following
personal property:

- a. Defendant's clothing and personal effects;
- b. Defendant's guns;
- c. Any and all tools with which Defendant earns his living;
- d. One (1) Entertainment center;
- e. Two (2) Televisions;
- f. One (1) DVD player;
- g. One (1) Queen size bed;
- h. One (1) bedside table;
- i. One (1) dresser;
- j. One (1) chest of drawers;
- k. Two (2) table lamps;
- l. The remaining one-fourth (1/4) of all miscellaneous kitchen utensils,
pots and plans, and dishes in both kitchens;
- m. The remaining one-fourth (1/4) of all curtains, bedding and bath
linens up and downstairs;

Defendant shall have the right to copy, at his expense, any of the family photographs
which he desires. Defendant shall return the original photographs to Plaintiff
within thirty (30) days from the date he borrows said photographs for copying.

9. Defendant is specifically **ORDERED** to return all of Plaintiff's jewelry to Plaintiff
within ten (10) days of this Final Judgment.

DEBTS

10. Plaintiff shall pay, as a part of the division of the marital estate of the parties, and shall indemnify and hold Defendant and his property harmless from any failure to so discharge, these items the following debts, charges, liabilities, and obligations:

- (1) Any debts in her name, charges, liabilities, and other obligations incurred solely by Plaintiff unless express provision is made in this Final Judgment of Divorce to the contrary.

11. Defendant shall pay, as a part of the division of the marital estate of the parties, and shall indemnify and hold Plaintiff and her property harmless from any failure to so discharge, these items the following debts, charges, liabilities, and obligations:

- (1) Any and all debts solely in his name, charges, liabilities, and other obligations incurred solely by Defendant unless express provision is made in this Final Judgment of Divorce to the contrary.

12. On each debt for which a party is responsible, that party shall indemnify and hold harmless the other from expense by reason of any claim resulting from such indebtedness including a reasonable attorney's fee for the enforcement of this indemnification.

ALIMONY

13. The issue of alimony, past, present and future, is reserved for future determination by this Court.

GUARDIAN AD LITEM FEE

14. Hon. Theresa Terrebonne is awarded the sum of Three Thousand Dollars (\$3,000) for her services as Guardian ad Litem for the Defendant. Defendant shall be responsible for payment of Two Thousand Five Hundred Dollars (\$2,500) toward said fee, and Plaintiff shall be responsible for payment of Five Hundred Dollars (\$500.00) toward said fee.

ATTORNEY'S FEES

15. Plaintiff and Defendant shall each be responsible for payment of their respective attorney's fees.

EXECUTION OF DOCUMENTS

16. Plaintiff and Defendant are both ordered to execute any and all instruments and/or documents necessary to effect the transfer of any and all property awarded to a party herein.

COSTS

17. Costs of court are taxed as paid.

DONE and ORDERED this 29th day of March, 2007.

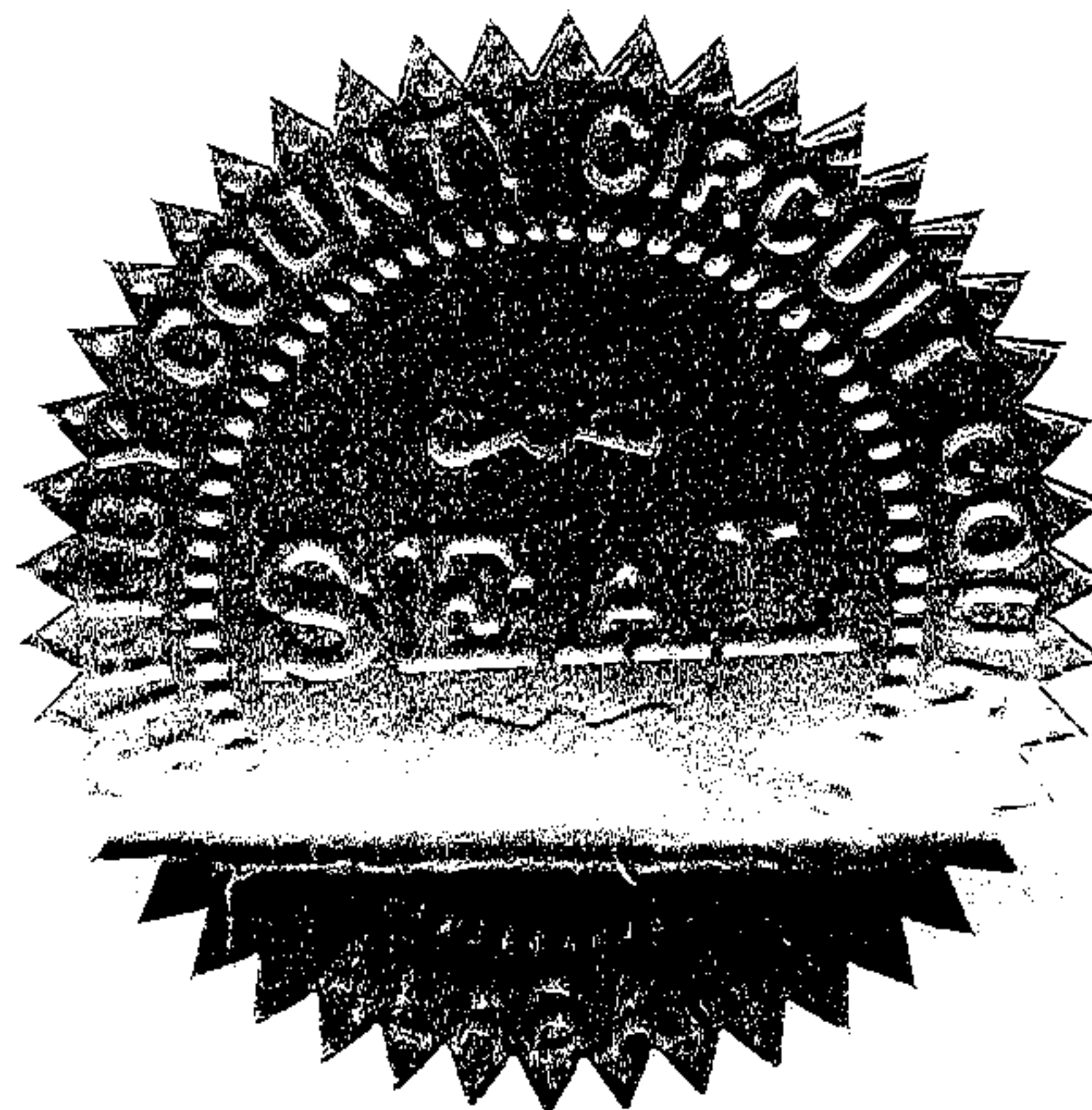
H. L. Conwill

H. L. Conwill,
Circuit Judge

I, Mary Harris, Clerk and Register of the Circuit Court of Shelby County, Alabama, do hereby certify that the foregoing is a correct copy of the original decree rendered by the Circuit Court in the above stated cause, and that I have filed and enrolled in my office.

Witness by hand and seal this the 30th
day of March, 2007

Mary H. Harris *(Signature)*
Clerk & Register of Circuit Court



RECEIVED AND FILED
MARY H. HARRIS
MAR 30 2007
CIRCUIT & DISTRICT
COURT CLERK
SHELBY CO.

Certified a true and correct copy

Date: 12/2/08

(Signature)
Mary H. Harris, Circuit Clerk
Shelby County, Alabama