

POOR QUALITY

DIVORCE DECREE. (Code 1923 Form)

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Shelby Cnty Judge of Probate, AL
04/01/2011 03:42:33 PM FILED/CERT

\$10,000.00

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The State of Alabama, Shelby County

CIRCUIT COURT

CIVIL ACTION NO. **DR-78-072**

RUBEN RIGGINS,

Plaintiff

vs.

JUANITA RIGGINS,

Defendant

This cause coming on to be heard was submitted upon Bill of Complaint, **Motion for Default Judgment against Non-Resident on Registered Mail, Default Judgment against Non-Resident** and Testimony as noted by the Register, and upon **served by Registered Mail**

consideration thereof, the Court is of the opinion that the Plaintiff is entitled to the relief prayed for in said bill. The Court being satisfied from all the testimony that there exists such a complete incompatibility of temperament that the parties can no longer live together.

It is therefore ordered, adjudged and decreed by the Court that the bonds of matrimony heretofore existing between the Plaintiff and Defendant be, and the same are hereby dissolved, and that the said

Ruben Riggins

is forever divorced from the said

Juanita Riggins

for and on account of incompatibility of temperament between the parties.

It is further ordered, adjudged and decreed that the Plaintiff is hereby awarded the permanent care, custody and control of the minor children of the parties, being Steve Riggins, Ann Riggins, Seth Riggins and Reginald Riggins. Be it further ordered, adjudged and decreed that the Plaintiff is hereby awarded the home of the parties, including all household furniture and furnishings located in said home, all in the Town of Vincent, Alabama and all right, title and interest of the Defendant, Juanita Riggins, in and to said property is hereby divested from her and vested in Ruben Riggins. A copy of said deed is attached hereto as Exhibit "A".

It is further ordered, adjudged and decreed that neither party shall marry again except to each other until 60 days after the date of this divorce decree and if an appeal is taken (which must be instituted within 42 days from this decree 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.

It is further ordered that **Ruben Riggins and Juanita Riggins**

they are be, and hereby permitted to again contract marriage upon the payment of the cost of this suit.

It is further ordered that **Ruben Riggins** the **Plaintiff** pay the cost herein to be taxed, for which execution may issue.

This 13 day of **May**, 19 **80.**

s/ Robert R. Armstrong, Jr.

Judge Circuit Court

Kyle Lansford

I, _____, Register

Shelby

of the Circuit Court for _____ 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, and the cost has been paid.

Witness my hand and seal this the 13 day of **May**, 19 **80.**

Kyle Lansford

Register of Circuit Court

STATE OF ALABAMA }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One Hundred and no/100----- DOLLARS
and other good and valuable consideration

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,
Nash Hardy and wife, Annie Mae Hardy

(Herein referred to as grantors) do grant, bargain, sell and convey unto

Robert Higgins and Juanita Y. Higgins

herein referred to as GRANTEES, for and during their joint lives and upon the death of either of them, then to the survivor
of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated
in Shelby County, Alabama to-wit:

Commence at the southeast corner of the NE₁ of the NE₁ of Section 1, Township 19 South,
Range 2 East, thence run south 16 deg. 30 min. west for a distance of 63.37 feet to
a point on the centerline of the Plantation Pipe Line Company right of way; thence
run south 19 deg. 13 min. west along said center line for a distance of 42.9 feet
to a point on the west side of a County paved road; thence run south 29 deg. 43 min.
west along said road for a distance of 210.0 feet; thence run south 37 deg. 26 min.
west for a distance of 203.0 feet; thence run south 52 deg. 00 min. west for a
distance of 123.1 feet to the point of beginning; thence continue along said
road south 43 deg. 17 min. west for a distance of 210.0 feet; thence run north 33 deg.
00 min. west for a distance of 210.0 feet; thence run north 43 deg. 17 min. east
for a distance of 210.0 feet; thence run south 33 deg. 00 min. east for a distance
of 210.0 feet to the point of beginning.

RECORDER'S MEMORANDUM
At the time of recordation, this
instrument was found to be
inadequate for the best photo-
graphic reproduction.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1971 JUL - 7 11:11:15
J.C.C. FILE NUMBER 01
REC. BK. & PAGE AS SHOWN ABOVE
Conveyance
JULIUS OF PROBATE

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them,
then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent
remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES,
their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances,
unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our)
heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever,
against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 6th

day of July, 1971.

WITNESS:

(Seal)

(Seal)

(Seal)

Nash Hardy (Seal)

Annie Mae Hardy (Seal)

(Seal)

STATE OF ALABAMA }
Shelby COUNTY }

General Acknowledgment

I, Martha B. Joiner, a Notary Public in and for said County, in said State,
hereby certify that Nash Hardy and wife, Annie Mae Hardy
whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me
on this day, that, being informed of the contents of the conveyance they executed the same voluntarily
on the day the same bears date.

Given under my hand and official seal this 6th day of July, A. D., 1971

Martha B. Joiner
Notary Public.