

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
Domestic Relations Division

Christopher Robert Barber,

Plaintiff,

vs.

Amie Nicole Barber,

Defendant.

20111108000335550 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
11/08/2011 08:44:26 AM FILED/CERT

Case No: DR-2010- 596

FINAL DECREE OF DIVORCE

This cause coming to be heard on the date set out herein below was submitted for final judgment upon the pleadings of record. Upon consideration of the pleadings in this cause, the Court is of the opinion the following judgment is due to be entered.

Accordingly, it is ORDERED, ADJUDGED and DECREED by the Court.

- 1) That the bonds of matrimony heretofore existing between the parties are dissolved and the said Christopher Robert Barber and the said Amie Nicole Barber are divorced each from the other upon the grounds that the Plaintiff and Defendant likes and dislikes have become so dissimilar that there had been an irretrievable breakdown of the marital relationship such that it was impractical or futile for the Plaintiff and Defendant to reside together as husband and wife.
- 2) That neither party shall marry again except to each other until Sixty (60) days after date of this Judgment of Divorce, and if appeal is taken (which must be instituted within Forty-two (42) days from the 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.
- 3) That the Agreement In Contemplation of Divorce dated _____, a copy of which is attached hereto as Exhibit "A" and by reference hereto is made a party hereof, is RATIFIED, APPROVED, and CONFIRMED by the Court in this cause, and the Plaintiff and the Defendant are each ORDERED and DIRECTED to faithfully perform their respective obligations as set forth therein.
- 4) No children were born to the marriage.

5) Cost of this action is taxed as paid.

DONE and ORDERED on this the 31st Day of January, 2010.

[Signature]

CIRCUIT COURT JUDGE

18TH Judicial Circuit, State of Alabama

certified a true and correct copy
Date: 11/03/11

[Signature]
Mary H. Harris, Circuit Clerk
Shelby County, Alabama



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DEC 30 2010

CIRCUIT & DISTRICT
COURT CLERK
SHELBY CO.

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
Domestic Relations Division

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Plaintiff,

vs

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Case No: DR-2010- 594



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AGREEMENT IN CONTEMPLATION OF DIVORCE

In the event a divorce is granted between the parties, the undersigned, Christopher Robert Barber, Plaintiff, and Amie Nicole Barber, Defendant, have voluntarily made the following property settlement between them, and ask that this Honorable Court take this property settlement and agreement into consideration in the Final Decree of Divorce. The parties hereby agree as follows:

1. **PERSONAL PROPERTY:** Each party shall have the sole and exclusive use, possession and title to his or her personal items, and any items of property that he or she brought into the marriage.
2. **DEBTS:** Each party shall pay his or her own debts.
3. **REAL PROPERTY:** The wife shall be the sole owner in fee simple of the house located at 445 Heathersage Rd. Maylene, Alabama 35114, and accordingly, title is divested out of the Husband and unto the wife. Plaintiff is to convey to the Defendant by Quitclaim Deed contemporaneously with the signing of this Agreement.
4. **AUTOMOBILES:** The husband shall become the sole owner of the 2008 Chevy Colorado Serial #1GCD513E088174009 and the wife shall become the sole owner of the 2008 Nissan Maxima.
5. **BANK ACCOUNTS/BROKERAGE ACCOUNTS:** Each party shall take their own.
6. **RETIREMENT ACCOUNTS/PENSIONS FUNDS:** Each party shall take their own.
7. **ALIMONY & MAINTENANCE/SUPPORT:** Both parties waive periodic alimony and alimony in gross from the other party.

8. Said real property is subject to an outstanding mortgage Wife assumes and agrees to pay and hereby indemnify the Husband against any liability connected therewith.
9. LIFE INSURANCE: Each party shall solely own any policy on his / her life free and clear of any claim of the spouse.
10. INCOME TAX: Each of the parties shall file separate income tax returns for the prior Year and shall be responsible for all taxes due on his or her income for that year.
11. NECESSARY DOCUMENTS: Each of the parties shall on demand execute and deliver to the other any deeds, bills of sale, assignments, consents to change of beneficiaries of insurance policies, tax returns, and other documents, and do or cause to be done any other acts and things as may be necessary or desirable to effectuate the provisions and purposes of this Agreement. If either party fails, upon demand, to comply with these provisions, that party shall pay the other all attorney's fee, cost and other expenses reasonably incurred as a result of such failure.
12. ACCEPTANCE OF PARTIES/WAIVERS: The parties hereby waive any disqualification of the notary(s) that took testimony in this case and hereby further waives disqualification of any dates on any documents in this cause of action and specifically the dates on the Complaint, Answer & Waiver, Testimony of the Plaintiff, and Statement of Non-Represented Party shall be deemed the same date as the Separation Agreement.
13. RELEASE FROM LIABILITY: Each party, except as otherwise provided for in this agreement, releases the other from all claims, liabilities, debts, obligations, actions, and causes of action of every kind that have been incurred relating to or arising from the marriage between the parties. However, neither is relieved or discharged from any obligations under this agreement or under any instrument or document pursuant to this agreement. Each party is wholly responsible for their individual medical/dental bills not covered by medical/dental insurance.
14. NON-INTERFERENCE: Both parties jointly agree not to annoy, harass, embarrass, or interfere with the other in any way and not to speak negatively about the other party to any other person or entity; not to interfere with the employment or the business activities of the other. This is to include the contacting of supervisory personnel at the other's place of employment, and not to interfere with the use, ownership, enjoyment, or disposition of any property not owned or hereafter acquired by the other.
15. ADDITIONAL INDEBTEDNESS: Both parties agree not to incur any additional indebtedness or liabilities on any current credit cards, lines of credit, loan accounts or other vehicle of indebtedness.
16. DIMINISHED VALUE: Both parties jointly agree not to diminish the balance or value of any equity, investment, checking, savings or other type of account.

17. **NOTICES:** Any notice to be given hereunder by either party to the other shall be in writing and may be effectuated by regular or certified mail.
18. **FULL DISCLOSURE:** The Plaintiff and Defendant agree to give the other prompt written notice of any litigation threatened or instituted against either party which might constitute the basis of a claim for indemnity by either the Plaintiff or Defendant against the other pursuant to the terms of this Agreement.
19. **POTENTIAL LITIGATION:** The Plaintiff and Defendant agree to give the other prompt written notice of any litigation threatened or instituted against either party which might constitute the basis of a claim for indemnity by either the Plaintiff or Defendant against the other pursuant to the terms of this Agreement.
20. **ATTORNEY'S FEES:** Each party shall pay his or her own attorney's fee.
21. **COURT COSTS:** Court costs shall be taxed as paid.
22. **NOTICE OF RIGHT TO FILE BANKRUPTCY:** Both parties acknowledge that either party has the legal right to file bankruptcy on all or part of the debts and/or property settlement provisions divided pursuant to this agreement.
23. **CAPTIONS & HEADINGS:** The parties agree that all of the provisions in this agreement are not to be treated as a property settlement but shall be treated as alimony, maintenance or support unless otherwise specifically noted herein above.



Christopher Robert Barber

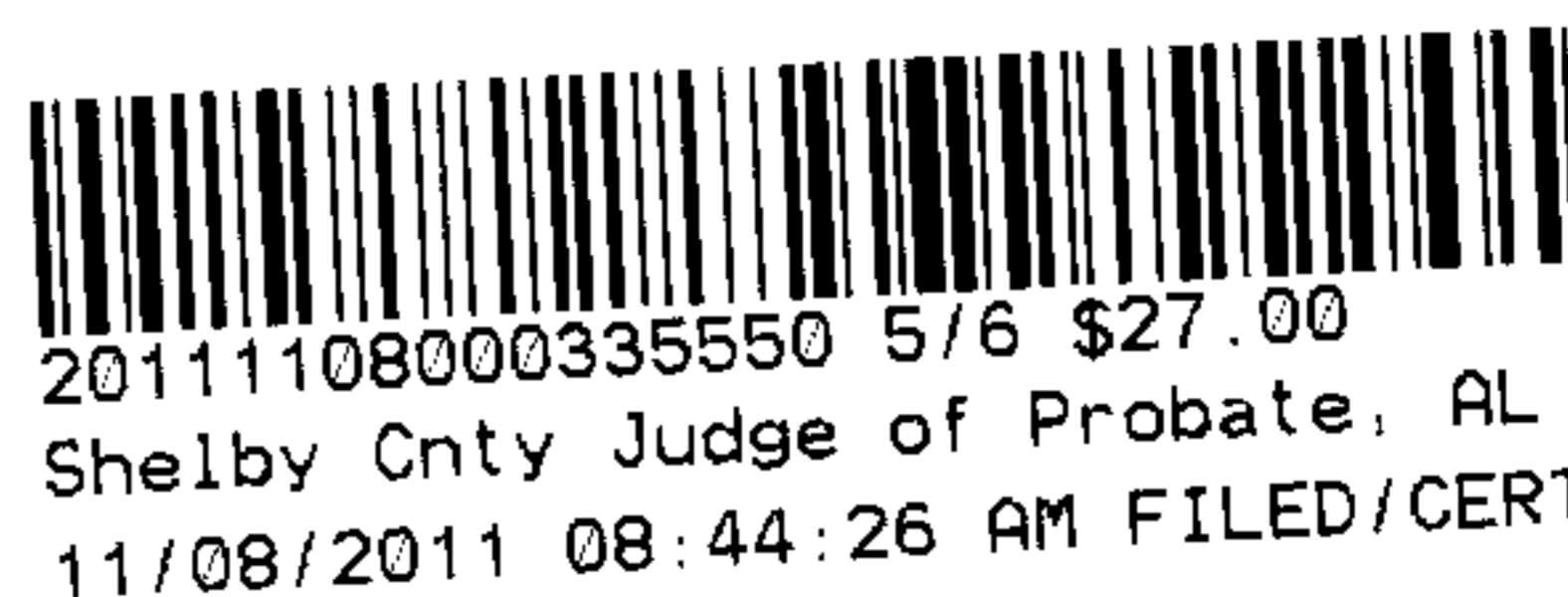
Plaintiff



Amie Nicole Barber

Defendant

STATE OF ALABAMA)
)
COUNTY OF SHELBY)



I, the undersigned, a Notary Public in and for said County and State, hereby certify that Christopher Robert Barber, whose name is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that being informed of the contents of said petition executed the same voluntarily on the day the same bears date.

Given under my hand this the 21 Day of Dec, 2010.

Victor M. Portella

NOTARY PUBLIC

My Commission Expires:

VICTOR M. PORTELLA
MY COMMISSION EXPIRES
APRIL 12 2014

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Amie Nicole Barber, whose name is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that being informed of the contents of said petition executed the same voluntarily on the day the same bears date.

Given under my hand this the 7 Day of DECEMBER, 2010.

NOTARY PUBLIC

My Commission Expires:

Amie Nicole Barber
10/28/14



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