



ELECTRONICALLY FILED
5/25/2012 3:43 PM
DR-2011-000355.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

LYN HEWETT ROGERS ,
PLAINTIFF

vs.

Case Number: DR 2011-355

JAMES THOMAS ROGERS,
DEFENDANT.



20120716000252850 1/13 \$48.00
Shelby Cnty Judge of Probate, AL
07/16/2012 10:16:11 AM FILED/CERT

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 and adjudged by the Court as follows:

FIRST: That the bonds of matrimony heretofore existing between the parties are dissolved and the said LYN HEWETT ROGERS and JAMES THOMAS ROGERS are divorced each from the 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.

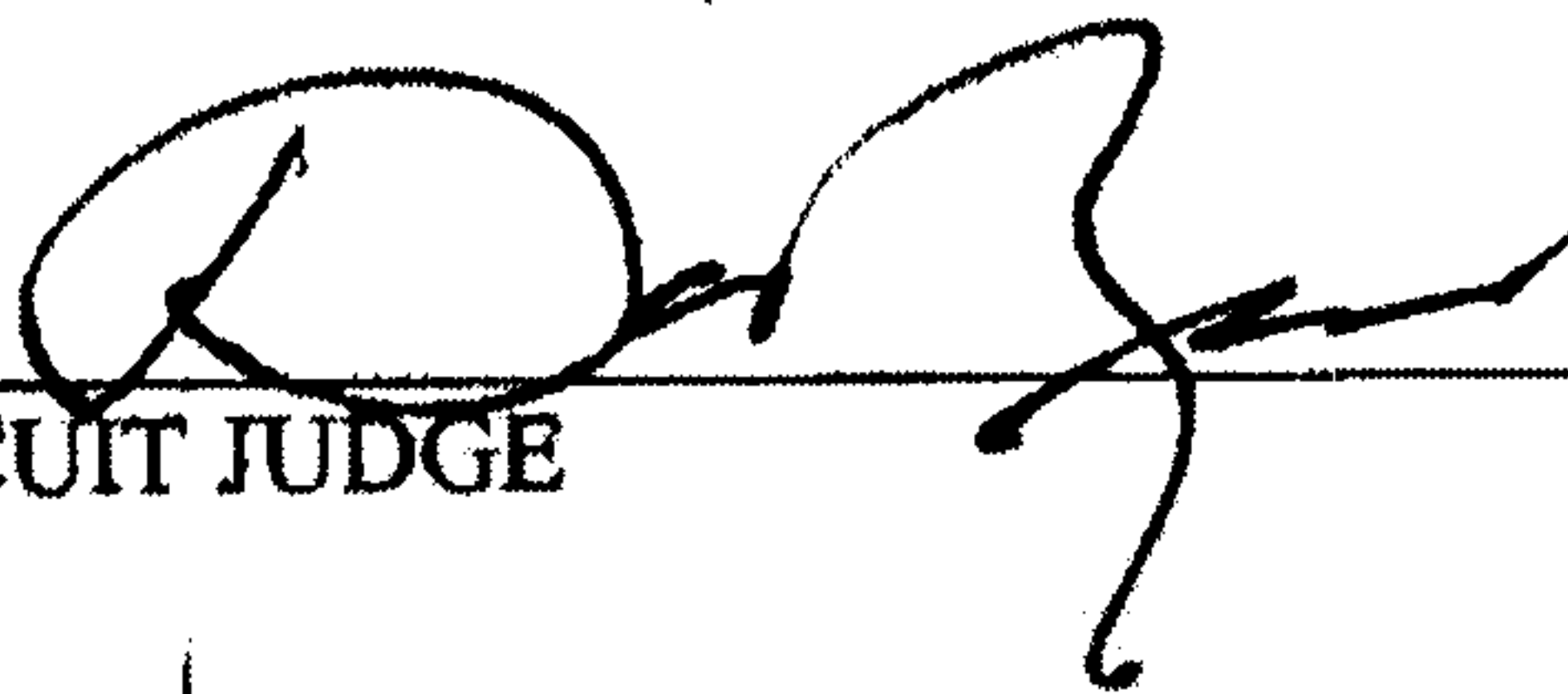
THIRD: It is further ORDERED, ADJUDGED and DECREED by the Court that the agreement of the parties filed in this cause, attached hereto, is hereby ratified and approved and made a part of this decree the same as if fully set out herein and the parties to this cause are ordered to comply therewith.

Page two of two
ROGERS v. ROGERS
Final Judgment of Divorce
Case Number: DR 2011- 355

FOURTH: That the costs of Court accrued herein are taxed against the Plaintiff as paid.

***** LAST ITEM *****

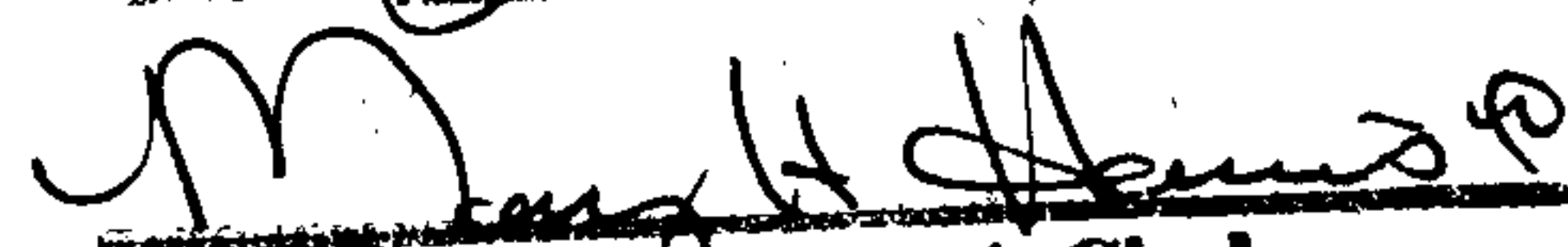
DONE and ORDERED this 25th day of May, 2012.



CIRCUIT JUDGE

Certified a true and correct copy

Date: June 12, 2012



Mary H. Harris, Circuit Clerk

Shelby County, Alabama



SCANNED

5/22/12 10
RECEIVED AND FILED
MAE HARRIS
APR 19 2012
CIRCUIT & DISTRICT
COURT CLERK
SHELBY COUNTY

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

LYN HEWETT ROGERS,
PLAINTIFF

vs.

Case Number: DR 2011-355

JAMES THOMAS ROGERS,
DEFENDANT.

AGREEMENT

THIS AGREEMENT made this 19th day of April, 2012, by and between LYN HEWETT ROGERS, (hereinafter referred to as "Plaintiff"), and JAMES THOMAS ROGERS, (hereinafter referred to as "Defendant") WITNESSETH:

WHEREAS, the Plaintiff and Defendant are married to each other but have ceased living together as husband and wife because of marital differences; and

WHEREAS, a Complaint for Divorce, has been filed and

WHEREAS, it is the mutual desire of the parties to this Agreement to make provisions for certain property and other matters;

NOW THEREFORE, it is hereby CONTRACTED and AGREED by and between the parties hereto that the following shall be incorporated in the Judgment of Divorce and become a part thereof as if fully set out therein, in the event that a Divorce is granted, to wit:

CHILDREN

1. The Plaintiff represents and warrants that there are no minor children born as a result of, or during the term of this marriage and that the Plaintiff is not now pregnant.



Handwritten signature/initials

REAL ESTATE

2. (a) The Plaintiff and Defendant jointly own property located at 5616 Afton Drive, Birmingham, (Shelby County) Alabama 35242. The Plaintiff shall convey all her right, title and interest of the jointly owned property located at 5616 Afton Drive, Birmingham, (Shelby County) Alabama 35242 to the Defendant by Quit Claim Deed, subject to the conditions contained herein. The Plaintiff shall be divested of any and all right, title and interest in the property located at 5616 Afton Drive, Birmingham, (Shelby County) Alabama 35242. The Defendant warrants that he has not caused the Plaintiff to have any liability or financial obligation on said property or any claim related thereto. The Defendant shall indemnify and hold harmless the Plaintiff from all debts, claims, fire dues, home owners assessments, property taxes and/or liabilities as regards the property located at 5616 Afton Drive, Birmingham, (Shelby County) Alabama 35242. In connection with this subparagraph, the Defendant acknowledges that a loan was made by the Defendant with First United Security Bank (post separation), using the property located at 5616 Afton Drive, Birmingham, (Shelby County) Alabama 35242 as collateral. The Defendant shall indemnify and hold harmless the Plaintiff from said debt. Additionally, the Plaintiff and Defendant recently refinanced by a "streamline loan" with BancorpSouth, a loan in the approximate amount of Thirty Eight Thousand Eight Hundred (\$38,800.00) Dollars which is owed and secured by the condominium described in subparagraph (b) below. The "streamline loan" with BancorpSouth in the approximate amount of Thirty Eight Thousand Eight Hundred (\$38,800.00) Dollars shall be paid in full at the time the Defendant sells the property located at 5616 Afton Drive, Birmingham, (Shelby County) Alabama 35242. The Defendant shall assume, shall be responsible for and pay,

*jm
LHR*

Rogers Agreement

as each installment becomes due said loans and shall indemnify and hold the Plaintiff harmless therefrom.

(b) The Plaintiff and Defendant jointly own Unit 301, BayJohn, Phase One, a condominium, located in Baldwin County, Alabama. The Plaintiff and Defendant used Three Hundred Thousand (\$300,000.00) Dollars from the sale of Individual Brokerage Account number [REDACTED] (NCR/TDC stock, sale date November 2, 2011) to pay down the first mortgage owed to BancorpSouth, resulting in the "streamline loan" with BancorpSouth in the approximate amount of Thirty Eight Thousand Eight Hundred (\$38,800.00) Dollars describe in the previous paragraph which shall be paid in full at the time of sale of the property located at 5616 Afton Drive, Birmingham, (Shelby County) Alabama 35242. The Defendant shall assume and pay in full as each payment becomes due, in a timely manner, the Home Equity Line of Credit in the approximate amount of Ninety Thousand (\$90,000.00) Dollars owed to BancorpSouth, Account number [REDACTED] which is secured by Unit 301, BayJohn, Phase One, a condominium, located in Baldwin County, Alabama. Upon the Defendant paying off the two aforementioned debts and the debt described in paragraph 6 below (whereby the Plaintiff is released from all debts, claims and/or liabilities as regards said debts/loans) the Plaintiff shall convey all her right, title and interest of this jointly owned condominium to the Defendant by Quit Claim Deed. The Defendant shall indemnify and hold harmless the Plaintiff from all debts, claims, fire dues, condominium owners dues/assessments, property taxes and/or liabilities as regards the Unit 301, BayJohn, Phase One, a condominium, located in Baldwin County, Alabama and the debts describe herein, which the Defendant has agreed to assume. Pending the payoff of all the loans described herein, which the

mm
2/1/12

Rogers Agreement

Defendant has agreed to assume, the Defendant shall have the exclusive use and occupancy of Unit 301, BayJohn, Phase One, a condominium, located in Baldwin County, Alabama. In the event that the Defendant fails to timely pay all the loans described herein and upon Affidavit of the Plaintiff that the Defendant has failed to pay said loans as required herein, Unit 301, BayJohn, Phase One, a condominium, located in Baldwin County, Alabama will be forced sold. Each party hereto shall be a competent bidder at same; however, the minimum bid by either of the parties shall not be less than the existing mortgages/liens or debts described in this subparagraph and paragraph 6. Any funds which exceed the indebtedness described herein shall be the property of the Defendant, after payment of all cost, including attorney fees incurred by the Plaintiff, related to the forced sale.

(c) The Plaintiff and Defendant jointly own Unit 1C14, Phoenix V, a condominium, located in Baldwin County, Alabama. The Defendant shall convey all his right, title and interest of Unit 1C14, Phoenix V, a condominium, located in Baldwin County, Alabama to the Plaintiff by Quit Claim Deed. The Defendant is divested of any and all right, title and interest in Unit 1C14, Phoenix V, a condominium, located in Baldwin County, Alabama. The Plaintiff warrants that she has not caused the Defendant to have any liability or financial obligation on said property or any claim related thereto. The Defendant warrants that he has not caused any lien or liability on Unit 1C14, Phoenix V, a condominium, located in Baldwin County, Alabama. The Plaintiff shall indemnify and hold harmless the Defendant from all debts, claims, fire dues, condominium owners dues/assessments, property taxes and/or liabilities as regards the property located of Unit 1C14, Phoenix V, a condominium, located in Baldwin County, Alabama, which she has caused.

Mr. L. H. H.

(d) The Plaintiff is the sole owner of that certain property located at 2023 Glen Eagle Lane, Birmingham, Alabama 35242 and the title to same is confirmed in the Plaintiff and the Defendant is divested of any right, title or interest therein. The Plaintiff shall indemnify and hold harmless the Defendant from all debts, claims, fire dues, property taxes and/or other liabilities as regards the property described in this subparagraph.

PROPERTY SETTLEMENT

3. Each party waives any and all property settlement from the other, except as otherwise provided herein. In connection with this paragraph, there was Three Hundred and Fifty Seven Thousand (\$357,617.97) Dollars derived from the sale of Individual Brokerage Account number [REDACTED] (NCR/TDC stock, sale date November 2, 2011), of which Three Hundred Thousand (\$300,000.00) Dollars was used to pay down the first mortgage on the condominium described in 2 (b) above. On or about the 20th day of January 2012 the Defendant received Twenty Thousand (\$20,000.00) Dollars, another Five Thousand (\$5,000.00) Dollars on or about April 12, 2012 and One Thousand Four Hundred Forty Eight 15/100 (\$1,448.15) Dollars was paid to Regions on or about April 12, 2012 from said net proceeds. The remaining Thirty One Thousand One Hundred Sixty Nine 82/100 (\$31,169.82) Dollars shall be the property of the Defendant and same shall be paid to the Defendant as follows: Fifteen Thousand (\$15,000.00) on or before April 23, 2012 and the balance of Sixteen Thousand One Hundred Sixty Nine 82/100 (\$16,169.82) Dollars forty three days (43) after the entry of the Final Judgment of Divorce and no post judgment motions being filed.

Handwritten signature

VEHICLES

4. The 2009 Infiniti automobile is awarded to the Plaintiff, and the Defendant is divested of any and all interests he may have therein. The Plaintiff shall be responsible for and pay, as each installment becomes due, any indebtedness or lease payment against said vehicle which she incurred and the Plaintiff shall indemnify and hold harmless the Defendant therefrom.

5. The 2009 Ford, 1994 Jeep and Sea Ray boat are awarded to the Defendant, and the Plaintiff is divested of any and all interests she may have therein. The Defendant shall be responsible for and pay, as each installment becomes due, any indebtedness or lease payment against said vehicles and boat which he incurred and the Defendant shall indemnify and hold harmless the Plaintiff therefrom.

OTHER DEBTS

6. The Plaintiff and Defendant have a joint line of credit with a balance of approximately Seventy Thousand Nine Hundred Fifty Nine 47/100 (\$70,959.47) Dollars with Regions Bank. The Defendant shall assume, shall be responsible for and pay, as each installment becomes due the debt owed on the joint line of credit and the Defendant shall indemnify and hold harmless the Plaintiff therefrom. (See 2 (b) above).

7. Each party represents and warrants to the other that he or she has not incurred any debt, obligation, or other liability, other than those described in this agreement, on which the other party is or may be liable. Each party covenants and agrees that if any claim, action, or proceeding is hereafter initiated seeking to hold the other party liable for any such debt, obligation, liability, act

mm
SHR

Rogers Agreement

or omission of such party, such party will, at his or her sole expense, defend the other against any such claim or demand, whether or not well-founded, and that he or she will indemnify and hold harmless the other party in respect of all damages resulting therefrom. Each party agrees to give the other prompt written notice of any litigation threatened or instituted against either party which might constitute the basis of a claim or indemnity by either the Plaintiff or Defendant against the other pursuant to the terms of this agreement.

BANK ACCOUNTS

8. The Plaintiff shall be awarded all bank accounts in her name and the Defendant hereby relinquishes all his right, title and interest in said accounts.

9. The Defendant shall be awarded all bank accounts in his name and the Plaintiff hereby relinquishes all her right, title and interest in said accounts.

PERSONAL PROPERTY

10. All items of personal or real property currently in the Plaintiff's name or belonging solely to her, (except as specifically referred to in this Agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, retirement plans (specifically, but not limited to NCR Savings Plan, Traditional IRA/ContaFund, NCR Pension Plan), business interests, partnerships, country club membership, insurance policies, books, and the like, shall be her sole property, and the Defendant hereby renounces any interest that he may have therein.

11. All items of personal or real property currently in the Defendant's name or belonging solely to him, (except as specifically referred to in this Agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, retirement plans (specifically,

Handwritten signature

but not limited to Ford Savings and Stock Investment Plan, two Fidelity Traditional IRA Accounts), business interests, partnerships, insurance policies, books, and the like, shall be his sole property, and the Plaintiff hereby renounces any interest that she may have therein

PAYMENT OF TAXES

12. Each party warrants and represents that all previous joint returns were truthful, accurate, and complete. Neither party has knowledge of any unpaid taxes, any audit or other proceeding in progress, or any penalties or assessments due for taxable years for which previous joint returns were filed. The parties agree to file a joint tax return for the year 2011 acknowledge that there is a tax liability for 2011. The parties agree to escrow 164 shares of NCR stock (not part of the sale described in 2 (b) above), 338 shares of ALU and 99 shares of LST to pay said taxes. In the event there are any funds left over from the sale of stock described in this paragraph the parties shall each receive one half each. In the event there is a deficiency the parties agree that each party will pay one half of said deficiency and shall indemnify and hold harmless the other therefrom.

13. If a deficiency in the payment of a tax is discovered for any year in which a joint return was filed (excluding 2011, see previous paragraph), each party shall pay a proportionate share of the amount of the deficiency and any penalties assessed on the deficiency, based on each party's taxable income for the year of the deficiency; provided, however, that if the deficiency was caused by the willful or negligent omission or withholding of information for the preparation of the return by one party, that party shall pay the entire amount of any deficiency and penalty assessed in connection with the deficiency.

Handwritten signature

14. In the event that any refund of taxes paid by the parties is due for a year for which a joint return was filed, each party shall be entitled to a share of the refund in proportion to the amount of taxes contributed by that party for the taxable year.

15. In the event that a controversy arises with the Internal Revenue Service over the nonpayment of any tax or any other matter in connection with the filing of any joint return, the parties agree to cooperate fully in providing information and in filing any and all necessary pleadings, and documents, including protest, petitions, refund claims, and powers of attorney. Each party shall pay their proportionate share of any fees and costs incurred in connection with the defense of any claim or controversy, except as provided in paragraphs twelve (12) and fourteen (13) above.

MISCELLANEOUS

16. 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 due or caused to be done any other acts and things as be necessary or desirable to effectuate the provisions and purposes of this agreement. If either party fails on demand to comply with this provision that party shall pay to the other all attorney fees, costs and other expenses reasonably incurred as a result of such failure.

17. Each party to this agreement acknowledges and declares that he or she, respectively:

- (a) Is fully and completely informed as to the facts relating to the subject matter of this agreement and as to the rights and liabilities of both parties;
- (b) Enters into this agreement voluntarily;

Handwritten signature

(c) Has given careful and mature thought to the making of this agreement and has had the opportunity to consult legal counsel of their own choosing;

(d) Has carefully read each provision of this agreement; and

(e) Fully and completely understands each provision of this agreement.

18. Each party hereto 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 party is relieved or discharged from any obligation under this agreement or under any instrument or document executed pursuant to this Agreement.

19. Any notice to be given hereunder by either party to the other shall be in writing and may be effectuated by regular or registered mail.

ACKNOWLEDGMENT AND COURT COSTS

20. The Defendant acknowledges that he understands that William V. Goodwyn, Attorney-at-Law, has appeared and served as attorney for the Plaintiff and hence does not and cannot appear or serve, and has not appeared or served as Defendant's attorney in this divorce proceeding. William V. Goodwyn represents only the Plaintiff in this divorce proceeding and will use his best efforts to protect the Plaintiff's best interest. The Defendant has the right to employ an attorney of his own choosing and the Defendant has been advised by William V. Goodwyn that it may be in the Defendant's best interest to do so. Having been so advised, of the foregoing the Defendant requests William V. Goodwyn to prepare a Waiver under which this divorce may be submitted to the Court for proceeding without notice to the Defendant and such other pleading agreements as may be appropriate.

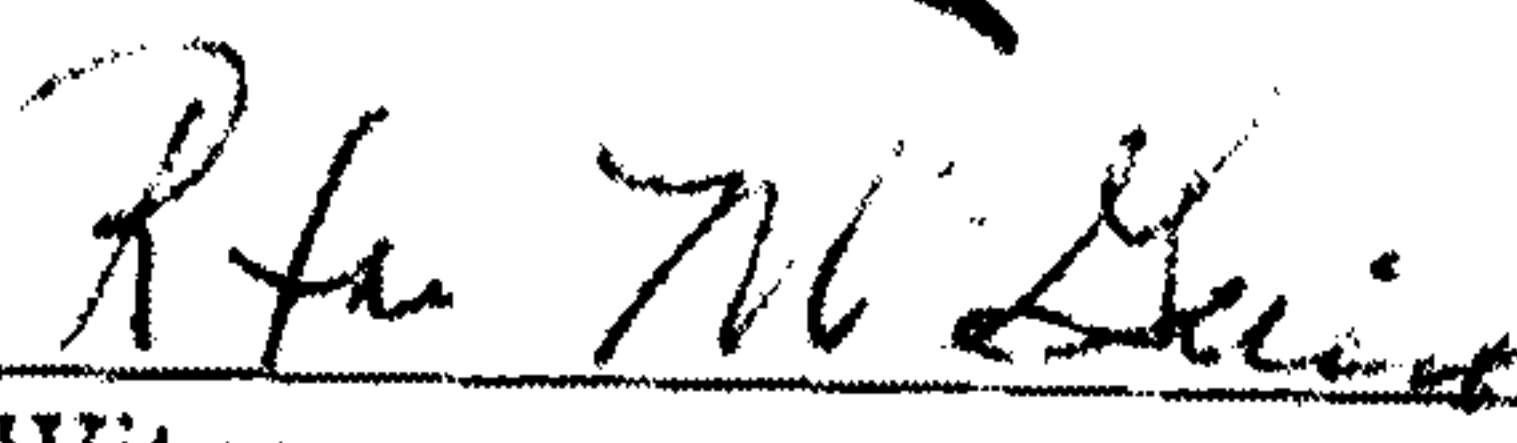
[Handwritten signature]

Rogers Agreement

21. The Plaintiff shall be responsible for court costs in this matter. The court cost are taxed as paid.



William V. Goodwyn
Attorney for Plaintiff



Witness



LYN HEWETT ROGERS
Plaintiff



JAMES THOMAS ROGERS
Defendant