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58-DR-2013-900678.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

NATHANIEL DAVID CORONADO,

Plaintiff,

VS.

MIRANDA BASSETT CORONADO,

Defendant

CASE NUMBER: DR-2013-900678

FINAL JUDGMENT OF DIVORCE

THIS CAUSE coming on to be heard was submitted upon Original Bill of Complaint, Answer, and Waiver of Defendant, Testimony as noted by Notary Public, and Agreement of the parties and upon consideration thereof, the Court is of the opinion that the Plaintiff is entitled to the relief prayed for in said bill. It is, therefore,

ORDERED, ADJUDICATED, AND DECREED as follows:

1. That the bonds of matrimony heretofore existing between the Plaintiff and Defendant be and the same are hereby dissolved, and that NATHANIEL DAVID CORONADO is forever divorced from the said MIRANDA BASSETT CORONADO for and on account of incompatibility and irreconcilable differences.
2. That the Agreement entered into by and between the parties and filed in this case, 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.
3. That neither party to this suit shall again marry except to each other until sixty (60) days after the rendition of this decree, and that if appeal is taken within forty-two (42) days, neither party shall again marry except to each other during the pendency of said appeal.
4. That the Defendant shall resume the use of her maiden name, Miranda Bassett.
5. That the costs herein are taxed as paid.

This 27th day of November, 2013

Honorable Judge

Certified a true and correct copy

Date: 06-12-15

Mary H. Harris phs
Mary H. Harris, Circuit Clerk
Shelby County, Alabama



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Shelby Cnty Judge of Probate, AL
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IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

NATHANIEL DAVID CORONADO,

Plaintiff,

Vs.

MIRANDA BASSETT CORONADO,

Defendant

CASE NUMBER: _____



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SETTLEMENT AGREEMENT

This Agreement made this 11 day of September, 2013 between NATHANIEL DAVID CORONADO (hereinafter referred to as the "Plaintiff") and MIRANDA BASSETT CORONADO (hereinafter referred to as the "Defendant").

WITNESSETH

WHEREAS, the Plaintiff and the Defendant were married to each other on the 14th day of May 2005 and lived together as husband and wife until the 15th day of February 2012 at which time they separated and have not lived together as husband and wife since said date and,

WHEREAS, the said parties desire to evidence in writing the terms of their said separation and to have the Court incorporate into any Final Decree of Divorce this Agreement, in the event that a Final Decree of Divorce is entered by the Court, and,


WHEREAS, the Plaintiff has filed or is contemplating filing a complaint for divorce in the Circuit Court of Shelby County, Alabama in the above-styled cause, and said case is now pending and undetermined, and,

WHEREAS, there are no minor children born of this marriage. To the best of our knowledge, information and belief, the Defendant is currently not pregnant. No future children are expected.

WHEREAS, the parties consider it, to be, in their best interest to settle between them now and forever their respective rights to alimony, property rights, inheritance rights, and all other rights of property otherwise growing out of the marriage relationship existing between them, and which either of

them now has or may hereafter have or, claim to have, to any property of any kind, nature, and description: real, personal or mixed, now owned by either of them.

NOW THEREFORE, in consideration of the mutual covenants and agreement hereinafter contained, the parties agree as follows:


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1. That in the event a judgment of divorce is entered in this cause, then it is agreed that this Agreement shall be incorporated in said Judgment of Divorce by reference thereto, and shall be legally binding and conclusive on the parties.

MARITAL RESIDENCE

2. The Defendant is hereby awarded all right, title and interest in the marital residence located at 165 Blackstone Court, Chelsea, AL 35043 and the Plaintiff is divested of any and all interest therein. The Defendant shall be solely responsible for the payment of the mortgage on this property and any liens or indebtedness on this property and shall attempt to refinance the mortgage solely in her name. To the extent that any such asset is encumbered, the Defendant shall indemnify and hold Plaintiff harmless from any such indebtedness or encumbrance.

PERSONAL PROPERTY

3. The parties have been separated since February 15, 2012 and they have divided the personal property to the satisfaction of each other.

PLAINTIFF AUTOMOBILE

4. The Plaintiff is hereby awarded all right, title and interest in the 1999 Honda Civic SI and the Defendant is divested of any and all interest therein. To the extent that any such asset is encumbered, the Plaintiff shall indemnify and hold the Defendant harmless from any such indebtedness or encumbrance.

DEFENDANT AUTOMOBILE

5. The Defendant is hereby awarded all right, title and interest in the 2008 Lincoln MKX and the Plaintiff is divested of any and all interest therein. To the extent that any such asset is encumbered, the Defendant shall indemnify and hold the Plaintiff harmless from any such indebtedness or encumbrance. The Defendant shall be solely responsible for all indebtedness or loans on this vehicle and shall attempt to remove the Plaintiff from the loan on this vehicle.

DEBTS

6. The Defendant shall be responsible for the payment of all remaining outstanding indebtedness owed solely in her name and shall indemnify and hold the Plaintiff harmless from any liability thereon. The Defendant shall be responsible for any and all remaining debts listed solely in her name, and shall indemnify and hold the Plaintiff harmless from any liability thereon.
7. The Plaintiff shall be responsible for the payment of all remaining outstanding indebtedness owed solely in his name and shall indemnify and hold the Defendant harmless from any liability thereon. The Plaintiff shall be responsible for any and all remaining debts listed solely in his name, and shall indemnify and hold the Defendant harmless from any liability thereon.
8. The Plaintiff shall be solely responsible for all outstanding indebtedness owed on his school loans owed solely in his name and any indebtedness owed on the VISA credit card. The Plaintiff shall indemnify and hold the Defendant harmless from any liability on these debts.
9. The Defendant shall be solely responsible for all outstanding indebtedness owed on her school loans that are owed solely in her name and any indebtedness owed on the Kohl's credit account. The Defendant shall indemnify and hold the Plaintiff harmless from any liability on these debts.
10. Each party shall indemnify and hold the other party harmless from paying any debt the other party has herein agreed to pay and any debts not listed above, which have been incurred solely by the indemnifying party.

ALIMONY

11. Each party waives the right to claim either alimony in gross or lump sum alimony from the other party.

ATTORNEY'S FEES

12. Each party shall be responsible for the payment of their own attorney's fees (if any) for representation of their interest in this cause and the court costs associated therewith. The cost of this matter is taxed as paid.



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PARTIAL INVALIDITY

13. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

EFFECTIVE DATE

14. This Agreement shall become binding upon the parties and their respective legal representatives, successors, and assigns immediately following the granting of a divorce in a divorce proceedings instituted by either party, provided that the provisions of the Agreement are approved by the court in which said proceedings are instituted. In the absence of the granting of a Decree of Divorce and the approval of the Court, the provisions of the Agreement shall have no effect.

MODIFICATION OF AGREEMENT

15. This Agreement contains all of the terms and agreements of the parties and may not in any respect be altered or modified, except in writing by agreement of both parties or by a court of competent jurisdiction.

ANNEXATION OF AGREEMENT

16. The parties agree that this Agreement shall be annexed to the final decree of divorce and shall be a part of said final decree of divorce as though fully set out herein.

NONCOMPLIANCE

17. Should either party incur any expenses or legal fees as a result of the breach of any portion of this Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver, or default of any terms of this Agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

MISCELLANEOUS PROVISIONS

18. That each of the parties hereto shall, when and as requested by the other party, execute and deliver to such other party any and all documents, deeds, releases or conveyances necessary



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or convenient in order to execute the terms of this Agreement or transfer any rights in property in accordance with the terms of this Agreement.

19. That each party, in consideration of this Agreement, expressly releases the other party from any and all claims and demands, other than under the provisions of this Agreement.
20. That each party hereto acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this Agreement other than the representations set forth herein, and that this Agreement contains all the terms of the contract between the parties.
21. That each party hereto acknowledges that this Agreement has been entered into of his or her own volition, with full knowledge of the facts and full information as to the legal rights and liabilities of each, and that each believes the Agreement to be reasonable.

WHEREAS, the parties have executed this agreement in triplicate, by placing their signatures herein on the date so indicated by the individual acknowledgements.


NATHANIEL DAVID CORONADO


MIRANDA BASSETT CORONADO


STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared NATHANIEL DAVID CORONADO, who is known to me, and who by me being first duly sworn, stated under oath that the facts and averments stated in the foregoing are true and correct and that he affixed his name to same in my presence.


Sworn to and subscribed before me on this the 10 day of SEPTEMBER, 2013


Notary Public
My Commission Expires 2-28-2016

MY COMMISSION EXPIRES FEBRUARY 28, 2016


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STATE OF Alabama)
COUNTY OF Shelby)


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Before me, the undersigned authority, a Notary Public in and for the said county and state, personally appeared **MIRANDA BASSETT CORONADO**, who is known to me, and who by me being first duly sworn, stated under oath that the facts and averments stated in the foregoing are true and correct and that she affixed her name to same in my presence.

Sworn to and subscribed before me on this the 11th day of September, 2013


Notary Public
My Commission Expires March 22, 2014


STEVEN L. HARRIS (HAR298)
Attorney for Plaintiff
4000 Eagle Point Corporate Drive
Birmingham, AL 35242