

20160902000321490

09/02/2016 03:43:07 PM

IN RE: THE MARRIAGE OF

Brian Anthony DILLON,

Plaintiff,

vs.

Christy Leigh DILLON,

Defendant.

ORDER 1/7

IN THE CIRCUIT COURT OF  
SHELBY COUNTY, ALABAMA

IN EQUITY

DOMESTIC RELATIONS

CASE #: DR-07-467FINAL JUDGMENT OF DIVORCE

This cause, coming to be heard this term, was submitted upon the pleadings and proof. Upon consideration thereof, the Court is of the opinion and finds that the Court has jurisdiction over the parties and of the cause of action. It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That the bonds of matrimony heretofore existing between Brian Anthony Dillon and Christy Leigh Dillon be and the same are hereby dissolved, and each is forever divorced from the other.

2. That neither of the parties to this cause shall again remarry, except to each other, until sixty days after the date of this Final Judgment of Divorce, and if an appeal<sup>1</sup> is taken, then neither party shall again remarry except to each other during the pendency of that appeal.

3. That the costs of this action be taxed against the Defendant, Christy Leigh Dillon, as paid.

4. That the settlement Agreement of the parties, which has been filed with and examined by the Court, be and the same hereby is ratified and confirmed, and that said Agreement be made a part of this Final Judgment of Divorce by reference the same as if it were fully set out herein.

5. That the Defendant's maiden surname is restored, and from the date of this Final Judgment she shall be recognized by the last name of HADIDON as if she and the Plaintiff had never married.

DONE this the 20<sup>th</sup> day of December, 2007.

Pursuant to Rule 77(d) of the Alabama Rules of Civil Procedure, copies of this Final Judgment were mailed to the parties on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CIRCUIT CLERK

CIRCUIT JUDGE

RECEIVED AND FILED  
MARY H. HARRIS

JAN 04 2008

CIRCUIT & DISTRICT  
COURT CLERK

Certified a true and correct copy

Date: 8-26-16Mary H. Harris CDMary H. Harris, Circuit Clerk  
Shelby County, Alabama

<sup>1</sup> An appeal must be instituted, if at all, within forty-two days of the date of this Final Judgment of Divorce.

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IN RE: THE MARRIAGE OF

Brian Anthony DILLON,

Plaintiff,

vs.

Christy Leigh DILLON,

Defendant.

IN THE CIRCUIT COURT OF  
SHELBY COUNTY, ALABAMA

IN EQUITY

DOMESTIC RELATIONS

CASE #: DR-07-46 RECEIVED AND FILED  
MARY H. HARRIS

DEC 06 2007

Circuit Court  
Court Clerk  
SHELBY CO.AGREEMENT

WHEREAS, Plaintiff is contemplating filing, or has already filed, a Complaint for Divorce in the Circuit Court of Shelby County, Alabama, Domestic Relations Division; and

WHEREAS, Plaintiff and Defendant wish to settle their property, financial, and other differences in an amicable manner, should a divorce in fact be granted to the Plaintiff.

NOW THEREFORE, the parties have mutually agreed and covenanted with each other as follows:

Section IPROPERTY DIVISION

1. The real property that is/was the former marital residence, located at 1925 Second Avenue in Calera, Alabama, is awarded to the Plaintiff/Husband, subject to any encumbrance against same. The Defendant/Wife is, therefore, divested of all right and title to said real property.

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2. The Defendant/Wife is awarded her White Toyota automobile, subject to any encumbrance thereon, and she is to hold the Plaintiff/Husband harmless thereon.

3. The Plaintiff/Husband is awarded his Black Dodge pickup truck, subject to any encumbrance thereon, and he is to hold the Defendant/Wife harmless thereon.

4. The Defendant/Wife is awarded her own personal effects such as clothes, jewelry, etc..

5. Defendant/Wife has already claimed any items she wants from the marital residence. Thus, the remaining furniture, house wares, and other contents of the marital residence and property are awarded to the Plaintiff/Husband. Each is to hold the other harmless thereon.

6. With all personal property of the parties having been divided, any items not listed in Paragraphs 2 through 5 above shall be awarded to the person having possession of same on the date this Agreement is entered into and executed by the parties.

7. The parties acknowledge a joint savings account, with a balance of approximately \$350.00 dollars, the proceeds of which shall be used to cover the expenses (i.e., filing fees, attorney's fees payable to Plaintiff's counsel

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for drafting of pleadings, etc...) associated with the prosecution of these divorce proceedings. All proceeds of any other joint accounts have otherwise been divided equally.

## Section II

### DEBTS OF THE PARTIES

8. The parties state that they are jointly liable to one or more creditors. The Defendant/Wife agrees to be responsible for and pay, as each comes due, her student loan payments. The Plaintiff/Husband agrees to be responsible for and pay, as each becomes due, the payments on the GM credit card. As to each of the above debts, each party is to hold the other harmless thereon.

9. With the exception of those certain debts noted in Paragraph 8 above, each party is to pay his/her own debts. Each party is to hold the other harmless thereon.

## Section III

### 2007 Tax Return

10. The parties shall file joint state and federal tax returns for the year 2007. The parties further agree that any refund due to them from the filing of those returns shall be applied to the balance on the GM credit card referenced in Paragraph 8 above.

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Section IV*Alimony*

11. Notwithstanding any right to claim alimony, either periodic or in gross, from the other party, both parties waive such right and do AGREE THAT THERE SHALL BE NO ALIMONY PAID BY EITHER PARTY.

Section V*Attorney's Fees and Court Costs*

12. Each party is to pay the attorney's fees of their own counsel, if represented. Otherwise, no attorney's fees are awarded to either party.

13. The costs of Court accrued herein are to be taxed against the Defendant as paid.

Section VI*Restoration of Maiden Name*

14. The Defendant/Wife is hereby awarded, upon the entry of a Final Judgment of Divorce by the Court, the right to use her maiden surname, HADIDON, as her lawful last name. Her maiden name having been restored, the Defendant shall, from the date of Final Judgment, be recognized by the last name of HADION, as if she and the Plaintiff had never married.

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Section VII*Noncompliance*

15. Should either party incur any expense or legal fees as a result of a 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.

Section VIII*Execution of Documents*

16. Each party is ordered and directed to execute all documents of any type that may be necessary or expedient for the consummation of the provisions of this judgment, (e.g., deeds, documents of title, etc...).

Section IX*Entire Agreement*

17. The provisions of this Agreement and their legal effect have been fully explained to the parties, and each party acknowledges that he or she has received [or has had the opportunity to receive] independent legal advice from counsel of his or her selection and that each has determined it to be in their best interests to go forward with this Agreement, and each fully understands the facts and has been fully informed as to his or her legal rights and



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obligations, and each party acknowledges and accepts that this Agreement is, under the circumstances, fair and equitable, and that it is being entered into freely and voluntarily after Plaintiff having consulted his attorney and Defendant having consulted her attorney, and that the execution of this Agreement is not the result of any duress or undue influence and that it is not the result of any collusion or improper or illegal agreement or agreements. The parties acknowledge that each has been fully informed of the assets and income of the other, and each party is hereby satisfied that such information is true and correct.

IN WITNESS WHEREOF, the Plaintiff and Defendant have executed this agreement on the day and date appearing in the acknowledgment of each of their respective signatures, and have hereunto set their seals.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
09/02/2016 03:43:07 PM  
\$33.00 CHERRY  
20160902000321490

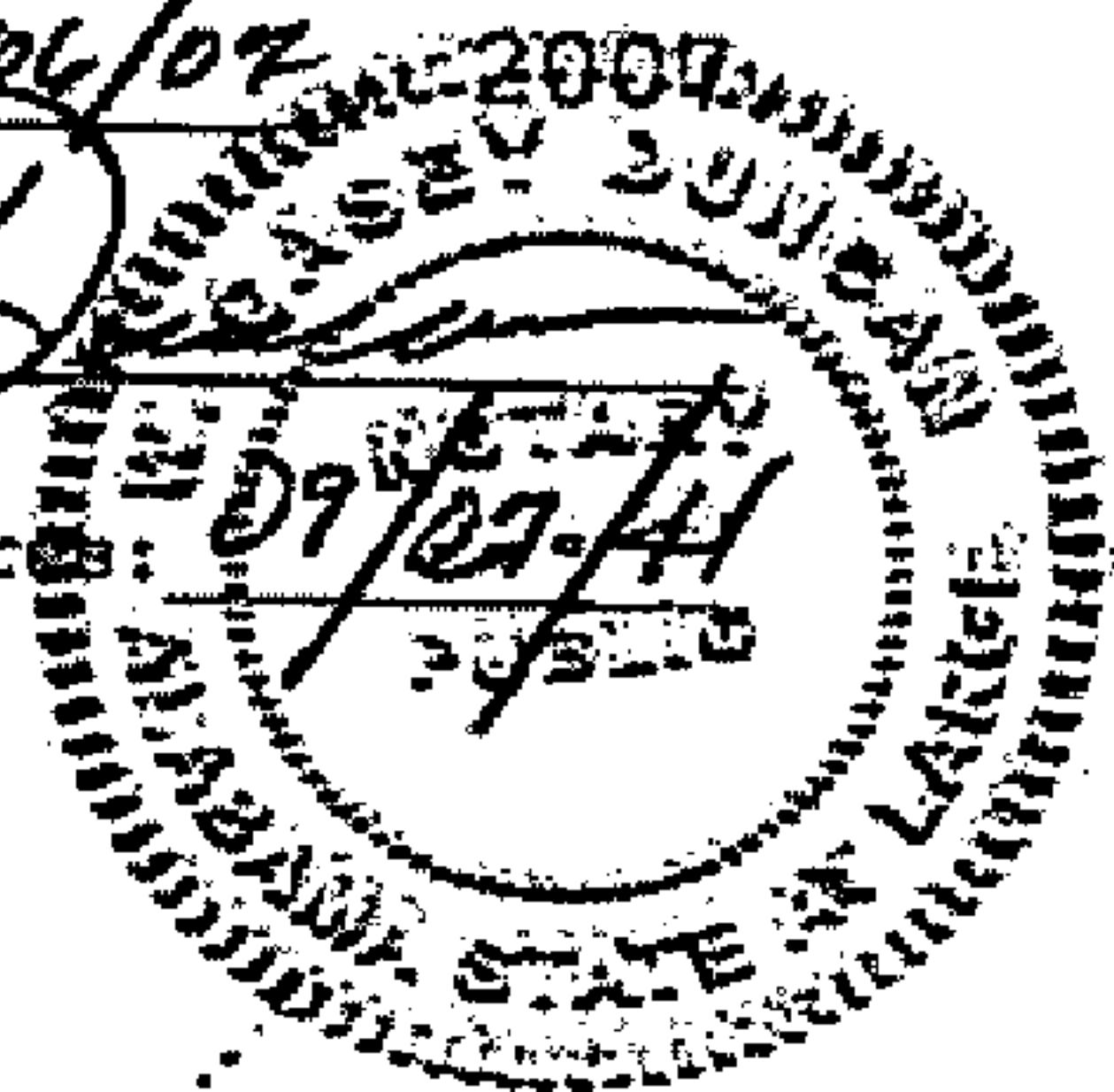
*James W. Fuhrmeister*

Brian A. Dillon  
BRIAN A. DILLON, Plaintiff

Christy L. Dillon  
CHRISTY L. DILLON, Defendant

ACKNOWLEDGED AND SIGNED IN MY  
PRESENCE ON 12/06/07

*[Signature]*  
Notary Public  
My Commission Expires: 07/07/11



ACKNOWLEDGED AND SIGNED IN MY  
PRESENCE ON Dec 4/07

*[Signature]*  
Notary Public  
My Commission Expires: 11-18-07

