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12/5/2016 10:55 AM
58-DR-2016-900720.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

WHITE DONNA FARMER,
Plaintiff,

V.

WHITE DARRYL PATRICK,
Defendant.

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Case No.: DR-2016-900720.00

FINAL JUDGMENT OF DIVORCE

This cause coming on to be heard, was submitted for Final Judgment upon the pleadings and proof as noted. Upon consideration, 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 DONNA FARMER WHITE and the said DARRYL PATRICK WHITE are divorced from each 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 then neither party shall marry again, except to each other, during the pendency of the appeal.

THIRD: That the costs of the Court accrued herein are hereby taxed against the Plaintiff and as having been paid.

FOURTH: This divorce is granted on the grounds of an irretrievable breakdown in this marriage for which further attempts at reconciliation are futile and not in the best interest of the parties herein.

FIFTH: The parties separation agreement filed in this cause is hereby incorporated into this Final Judgment of Divorce as if fully set out herein.

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

DONE this 5th day of DECEMBER, 2016.



COREY B MOORE, CIRCUIT JUDGE



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Shelby Cnty Judge of Probate, AL
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Certified a true and correct copy

Date: 12.13.17


Mary H. Harris, Circuit Clerk
Shelby County, Alabama



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58-DR-2016-900720.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
DOMESTIC RELATIONS DIVISION

DONNA FARMER WHITE

PLAINTIFF,

VS.

DARRYL PATRICK WHITE

DEFENDANT.

CASE NO. DR2016-

SETTLEMENT AGREEMENT OF PARTIES

I. INTRODUCTORY RECITALS

Section 1.1 NAME OF PARTIES

THIS AGREEMENT is between, DONNA FARMER WHITE hereinafter referred to as "Wife" and DARRYL PATRICK WHITE, hereinafter referred to as "Husband." Throughout this Agreement, the above-referenced names shall apply as provided herein; and,

Section 1.2 MARRIAGE AND CHILDREN

WHEREAS, Husband and Wife were united in marriage on November 4, 1994 in Shelby County, Alabama, and there are no minor children of said marriage; further the wife is not pregnant to the best of her knowledge, nor are there any adult children that are physically/mentally incapacitated that would require both parties future support.

Section 1.3 ACTION PENDING

WHEREAS, an action for divorce is now pending in the above Court; and,



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Section 1.4 AGREEMENT REACHED

WHEREAS, the parties have come to an agreement settling all of their respective rights and obligations relevant to this action; and,

Section 1.5 JOINT REQUEST FOR IMMEDIATE SUBMISSION TO THE COURT

WHEREAS, Husband and Wife do hereby jointly request and consent to an immediate submission of this Agreement of the Parties to the Court and to an entry of judgment by incorporation of said Agreement into the Final Judgment of Divorce.

Section 1.6 INTRODUCTION TO AGREEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, for good and valuable consideration, by and between the parties and counsel, in the event the Petition for Divorce is granted and this Agreement of the Parties is approved by the Court, the following shall be the terms and conditions for relief in this action, to be incorporated in and made a part of the Final Judgment of Divorce of this Court. This Agreement is subject to the Court's approval and except as to those matters subject, by law, to the Court's jurisdiction in the future relating, inter alia, to spousal support, child custody, visitation, and child support, after said Court's approval, this Agreement shall thereupon be forever binding on the parties hereto.

II. GENERAL PROVISIONS

Section 2.1 EXECUTION OF INSTRUMENTS

Each party shall promptly execute and deliver to the other party all instruments which may be necessary, convenient or appropriate to carry into effect any provision of this Agreement.

Section 2.2 ABSENCE OF DURESS

Each party states that he or she has freely entered into this Agreement. This Agreement was executed free of any duress, coercion, collusion, or undue influence. In some instances, it represents a compromise of disputed issues; however, both parties believe that its terms and conditions are fair and reasonable.



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Section 2.3 ENTIRE AGREEMENT

Both parties acknowledge that no representations, warranties, promises, covenants, or undertakings of any kind have been made to him or her as an inducement to enter into this Agreement, other than those expressly set forth herein. This Agreement is intended to be, and is, the complete agreement of the parties.

Section 2.4 DIVESTING OF PROPERTY RIGHTS

Except as otherwise provided for in this Agreement, each party shall be divested of and each party waives, renounces and gives up all right, title and interest in and to the property awarded to the other. All property and money received and retained by the parties shall be the separate property of the respective party, free and clear of all right, title, interest or claim of the other party, except as is specifically stated herein.

Section 2.5 INCORPORATION OF AGREEMENT INTO JUDGMENT

Husband and Wife will submit this Agreement to the Court for approval. However, this Agreement shall be null and void and of no legal force and effect, in the absence of Court approval and incorporation into the judgment as provided above.

Section 2.6 FINANCIAL DISCLOSURE

By the execution of this instrument, each party warrants and represents to the other party that he or she has fully disclosed his or her financial status; that the terms of this Agreement are fair, just and equitable.

IV. ALIMONY


Section 5.1 ALIMONY

Neither party shall pay alimony to the other party.

Section 5.2 MEDICAL & LIFE INSURANCE

Each party shall be responsible for securing and payment of their respective health insurance.

The Husband owns a policy of life insurance with USAA Insurance bearing policy number 007639930 and contract number D630415164 with the Wife as Beneficiary of death benefits of \$750,000.00. He shall keep same in force with timely paid premium payments until the term expires. The Wife shall be an irrevocable Beneficiary for 100% of the death benefits to the policy; The


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Husband shall take no action to diminish or encumber the death benefits payable to the Wife as provided for herein, and shall provide to the Wife proof of continuing coverage and beneficiary designation, upon her request at reasonable intervals. Husband's execution of this Agreement shall constitute his consent for the Wife to obtain such proof directly from the insurance company. The payment of premiums by Husband shall be deemed a property settlement to the Wife and shall not be taxable to the Wife nor deductible by the Husband. The parties specifically intend that the Husband's obligation for payment not be dischargeable in any bankruptcy proceeding (either voluntary or involuntarily).

The Wife owns a policy of life insurance with Forethought Insurance bearing policy number 200035569 with the Husband as Beneficiary with death benefits of \$60,000.00. She shall keep same in force with timely paid premium payments until the term expires. The Husband shall be an irrevocable Beneficiary for 100% of the death benefits to the policy; The Wife shall take no action to diminish or encumber the death benefits payable to the Husband as provided for herein, and shall provide to the Husband proof of continuing coverage and beneficiary designation, upon his request at reasonable intervals. Wife's execution of this Agreement shall constitute her consent for the Husband to obtain such proof directly from the insurance company. The payment of premiums by Wife shall be deemed a property settlement to the Husband and shall not be taxable to the Husband nor deductible by the Wife. The parties specifically intend that the Wife's obligation for payment not be dischargeable in any bankruptcy proceeding (either voluntary or involuntarily).

V. PROPERTY DIVISION

Section 5.1 INTRODUCTION

The following is a full, final, equitable and complete property division between Husband and Wife.



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Section 5.2 REAL ESTATE

Marital Residence

Husband purchased a house located at 2102 Timberline Drive, Calera, Alabama, further described as Lot 108, according to the survey of the Reserve at Timberline, as recorded in map book 34 at page 117 A,B,C and D in the Probate Office of Shelby County, Alabama which served as the parties marital home place. It is agreed Husband shall have its exclusive use and occupancy. The Parties agree that Wife's valuation of her homestead marital interest to this property shall be and is Fifty Three Thousand Six Hundred Fifty Eight Dollars and 39 cents (\$53,658.39). This sum is to be paid to her immediately at closing from disbursement of a future escrowed funds when Husband elects to sell the property or the refinancing of the property by Husband, whichever comes first at which time Wife shall execute a quit claim deed releasing said interest. This sum shall be paid to her with no exceptions regardless whether the value of the home increases or decreases at the time of a future sale. The payment of this indebtedness shall be deemed a property settlement to the Wife and shall not be taxable to the Wife nor deductible by the Husband. Said sum shall not be modifiable and Wife shall be entitled to the payment of the sum stated herein regardless of whether she marries again. The parties specifically intend that the Husband's obligation for payment not be dischargeable in any bankruptcy proceeding (either voluntary or involuntarily). Any future mortgage or refinance shall be subject to Wife's above stated interest. Husband shall bear all obligation for payment of income taxes related to a gain realized at the time of sale.

Section 5.3 PERSONAL PROPERTY

A. Each party shall take title to that property in their possession and/or confirmed to the person whose name is reflected on a Certificate of Title issued by a governmental agency at the time a Judgment is rendered in this cause

B. The Husband shall have all right, title and interest in and to all of the furniture, furnishings, fixtures, appliances, goods, and wares located in the home at his residence address, 2102 Timberline Drive Calera, Alabama, with the no exceptions.



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C. The Wife shall have all right, title and interest in and to all of the furniture, furnishings, fixtures, appliances, goods, and wares located in the home at her residence address, 235 Stone Creek Place Calera, Alabama, with the no exceptions.

Section 5.4 RETIREMENT ACCOUNTS

Each party does quitclaim to the other any and all right, claim and/or interest to the other party's retirement account's including but not limited to IRA's, SEP Accounts, 401K's.


Section 5.5 BANK ACCOUNTS

Any and all bank accounts shall be titled to the respective parties and is hereby confirmed in their name.

Section 5.6 MISCELLANEOUS PROPERTY

D. The Husband shall take sole title to and possession of all items of personal and real property currently in his name or belonging solely to him (and not specifically referred to in this agreement), including without limitation business interests, partnerships, boats, automobiles, cash, checking and savings accounts, IRA's, securities, insurance policies, and the like, and the Wife hereby renounces any interest she may have therein.

E. The Wife shall take sole title to and possession of all items of personal and real property currently in her name or belonging solely to her (and not specifically referred to in this agreement), including without limitation business interests to, including but not limited to her owned shares to Concrete Flooring Solutions, Inc., partnerships, boats, automobiles, cash, checking and savings accounts, IRA's, securities, insurance policies, and the like, and the Husband hereby renounces any interest he may have therein. Husband hereby quit claims to the Wife any and all claim, right and/or interest to her shares in Concrete Flooring Solutions, Inc.


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VI. DEBTS

Section 6.1 MARITAL

A. Except as otherwise provided herein, each party shall be responsible for all debts incurred in his or her separate name. Obligor shall pay said indebtedness in a timely manner and shall indemnify and hold harmless the Other for all such indebtedness.

B. Neither party shall hereafter directly or indirectly incur further debts or credit obligations which would obligate the other party, either individually or jointly.

VIII. TAX CONSIDERATIONS

Section 8.1 TAX LIABILITY FOR TERM OF MARRIAGE


If in connection with any Federal or State income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined due thereon shall be borne by the party based upon whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties, and if so, to what extent, Husband and Wife each represent and warrant to the other that all income tax returns during the marriage are, in all respects, true, correct, and complete and fully and accurately reflect income and deductions for those years.

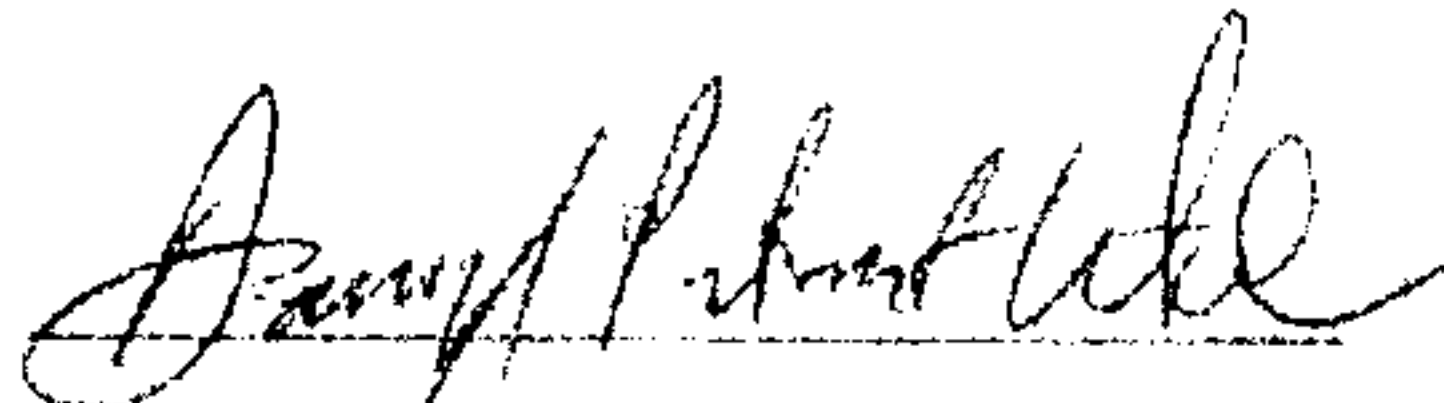
The Parties shall file joint tax returns for any year IRS and/or State tax regulations permit.

IX. ATTORNEY'S FEES AND COSTS

Each party shall pay his or her own attorney's fees and costs incurred in this action and costs of court shall be taxed as paid.

Done this the 1 day of November 2016.


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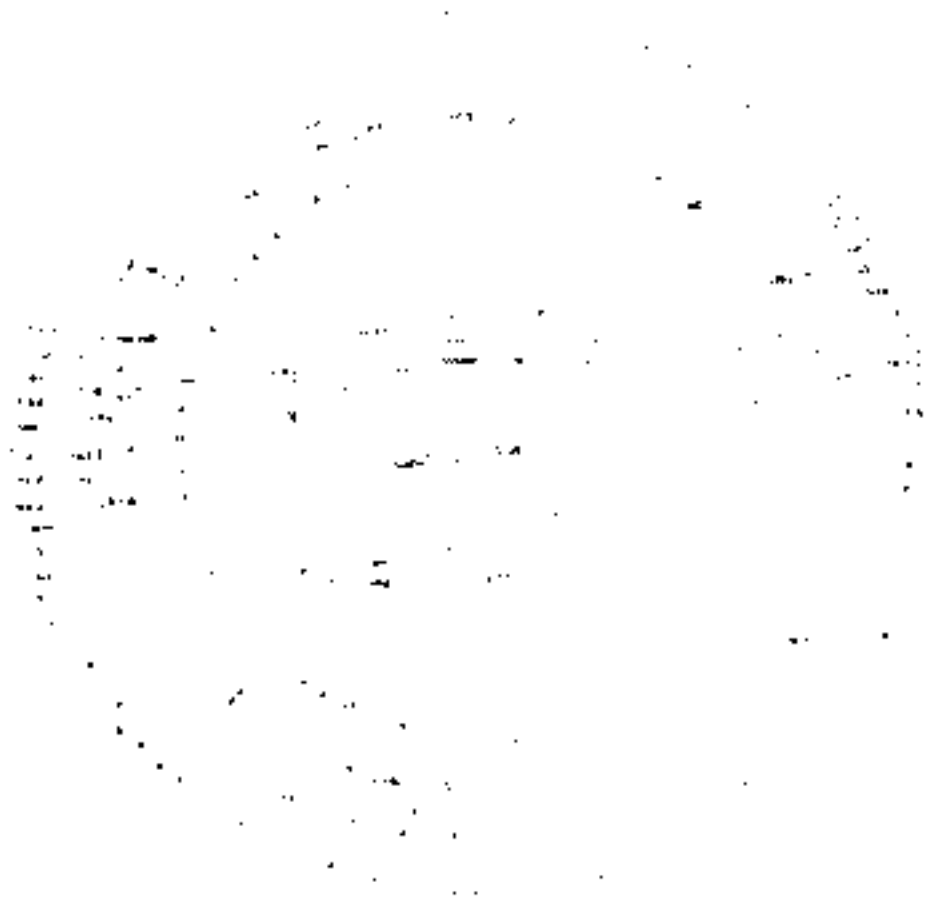

DARRYL PATRICK WHITE

STATE OF ALABAMA

COUNTY OF SHELBY

BEFORE ME, a Notary Public in and for said County and State,
came DARRYL PATRICK WHITE, who is known to me, and acknowledged
before me on this date that being informed of the contents of
this Complaint, executed the same voluntarily on the day the
same bears date.

GIVEN under my hand and official seal this 1 day of
November, 2016.





Notary Public/Alabama at Large
My Commission Expires 4-1-2019



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Donna Farmer White

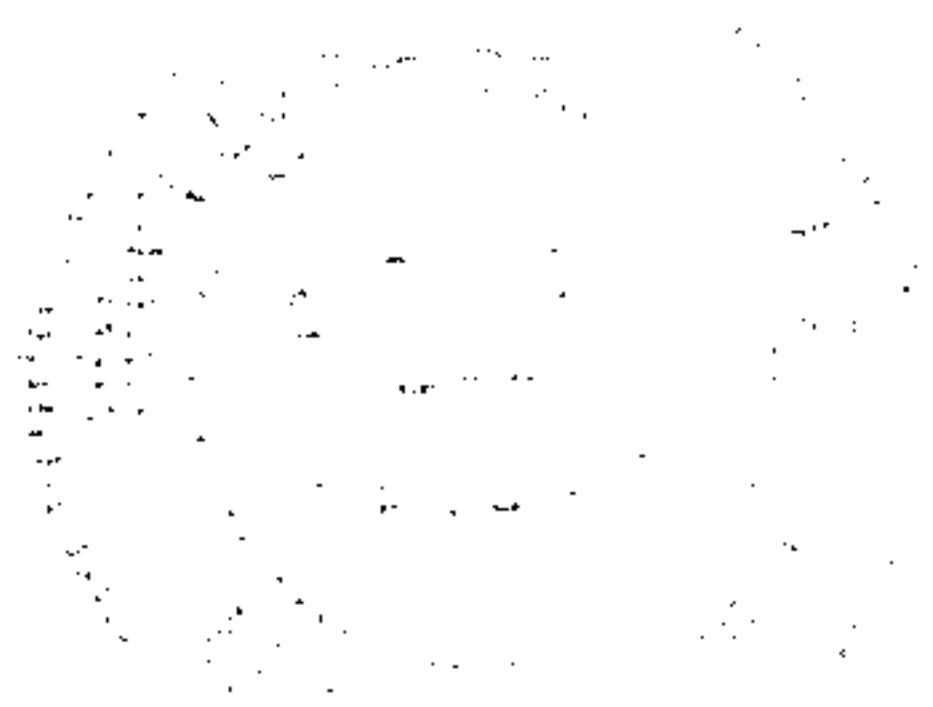
DONNA FARMER WHITE

STATE OF ALABAMA

COUNTY OF SHELBY

BEFORE ME, a Notary Public in and for said County and State,
DONNA FARMER WHITE who is known to me, and acknowledged before
me on this date that being informed of the contents of this
Complaint, executed the same voluntarily on the day the same
bears date.

GIVEN under my hand and official seal this 1 day of
November, 2016.



Glenn Collett

Notary Public/Alabama at Large

My commission expires on: 6-1-2019

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