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CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
ANNE-MARIE ADAMS, CLERK

**IN THE CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA**

IN RE: THE MARRIAGE OF)

KELLY ARRINGTON)
PETITIONER/WIFE,)

AND)

BRANDYE CRAIG MILLS)
RESPONDENT/HUSBAND.)

20180614000211900 1/14 \$54.00
Shelby Cnty Judge of Probate, AL
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CASE NO. DR 2018-_____

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into effective the 1st day of February, 2018, by and between KELLY ARRINGTON (hereinafter referred to as Petitioner/Wife), and BRANDYE CRAIG MILLS, (hereinafter referred to as Respondent/Husband);

WITNESSETH

WHEREAS, Husband and Wife were married on the 22nd day of April, 2011 in Little Torch Key, Florida and have lived together as husband and wife since that time until the parties separated in or around November 2017; and

WHEREAS, there were no children born of the marriage;

WHEREAS, Husband and Wife consider it to their best interests to settle between themselves now and forever their respective rights as to alimony, property rights, dower rights, homestead rights, inheritance rights, and all other rights of property and otherwise growing out of the marital relationship existing between them, and which either of them now has or may hereafter have or claim to have in any property of every kind, nature and description, real,

personal and mixed, now owned or which may hereafter be acquired by either of them; and

WHEREAS, Husband and Wife are competent and capable of understanding the significance of this Agreement, and have thoroughly discussed this Agreement and have asked questions; and

WHEREAS, Husband and Wife have made full disclosure to the other of all property and assets owned by each of them, and of the income derived therefrom, and from all other sources, and are fully advised as to their rights in relation thereto;

NOW, THEREFORE, in consideration of the premises, and of good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Husband and Wife do hereby covenant, contract, and agree as follows:

1. **Real Property:**

The parties have between them several pieces of real property. They have agreed to the following division of said real property:

- A. 3442 Indian Lake Lane
Pelham, Alabama 35124¹

Subject to the Husband's payment to the Wife of forty-one thousand six hundred eighty-nine dollars and sixty-four cents (\$41,689.64) and Husband refinancing said property solely in his name, the Wife shall convey to the Husband all of her rights, title and interest in and to the above described real estate by appropriate deed. From the date of this Agreement, the Husband agrees to pay the mortgage payments, taxes, insurance and any other liability due on said realty, and shall indemnify and hold harmless the Wife thereon. Each month while the Wife remains on the

¹ Referenced herein occasionally as the Shelby County property.

mortgage for this property, the Husband shall notify the Wife confirmation that the mortgage was paid within five days of the payment. The Husband understands that if he is late on any mortgage payment or any other payment related to this real estate, the property shall immediately be sold and the proceeds of the sale will be distributed as outlined below.

Effective immediately, the Husband agrees to maintain insurance on the property and the business operated thereon in accordance with the requirements of the mortgage on the property. Moreover, the Husband agrees that any business, including the current business, operating on said property shall be done through an Alabama limited liability corporation.

The Husband agrees to begin the refinancing process on this property at least six months prior to the maturity date on the current mortgage. In the event the Husband is unable to refinance the property solely in his name, then the parties hereto agree that the property shall be immediately sold. If the property is sold, for either failure to refinance or late payment on the mortgage or failure on the part of the Husband to satisfy the other terms of this Agreement concerning this property, then the Wife shall be paid from the proceeds of the sale forty-one thousand six hundred eighty-nine dollars and sixty-four cents (\$41,689.64) first. After paying the Wife this amount, should there be any remaining proceeds, those remaining proceeds shall be distributed in the amount of fifty-five percent to the Husband and forty-five percent to the Wife.

Should the Husband die or become incapacitated prior to refinancing this real estate, then the property will be immediately sold and the any distribution due the Husband in accordance with the above distribution schedule shall be paid to the Husband's son, Brackin Mills. If Brackin Mills is younger than twenty-five years of age at the time the proceeds were to be distributed, then those funds will be held in trust until such time as Brackin Mills reaches the age of twenty-

five years.

- B. 2714 Altadena Lake Drive
Birmingham, Alabama 35243

The Husband shall convey to the Wife all of his rights, title and interest in and to the above described real estate by appropriate deed. The Wife shall pay any mortgage or note associated with the realty, taxes, insurance and any other liability due on said realty, and shall indemnify and hold harmless the Husband thereon. If the Wife sells the realty she shall be entitled to the net proceeds after all debts and liabilities associated with the realty are satisfied. Likewise, should the Wife sell the realty then she shall be obligated to pay any remaining deficit.

2. Personal Property:

A. All right, title and interest in the 2016 Land Rover shall be vested in the Wife, and divested out of the Husband. The Wife shall assume all indebtedness owed on same and hold harmless the Husband from any and all indebtedness owed on same. The Husband shall execute any and all necessary documents to have his name removed from the title of said vehicle within thirty (30) days of the entry of a Final Divorce Decree.

B. All right, title and interest in and to the Horse Trailer, two Utility Trailers, Large Truck and Trailer, Tractors, lawn equipment, mid-sized Truck and Trailer, his personal Chevrolet Silverado truck and all other trailers, vehicles, and equipment, except as set forth herein, shall be vested in the Husband, and divested out of the Wife. The Wife shall execute all necessary documents to have her name removed from the title of said trailers within thirty (30) days of the entry of the Final Divorce Decree. The Husband shall assume all indebtedness owed on same and

hold harmless the Wife from any and all indebtedness owed on same.

C. Husband shall receive his clothing, his wedding ring, all of the furnishings in the Shelby County property, all of the tools and equipment located on the Shelby County property, electronics at the Shelby County property, and all personal property currently in the possession of the Husband at his current home at 180 Stratford Drive Pelham, Alabama 35124. Upon Husband's receipt of these items and the Court's entry of a Final Divorce Decree, Wife renounces any interest that she may have therein.

E. The Wife shall have rights to all furniture or other tangible items located at the marital home located at 2714 Altadena Lake Drive, Birmingham, Alabama 35243 which includes but is not limited to, all her clothing, her wedding ring, all of the furnishings in the marital home, all electronics, appliances, artwork, computer and all other items located in the marital home. The Husband is divested of any interest therein. The Husband hereby renounces any interest that he may have therein effective upon the Wife's receipt of these items and the Court's entry of a Final Divorce Decree.

F. All items of personal or real property currently solely in the Wife's name or belonging solely to her (except as specifically referred to in this Agreement), including without limitation, cash, bank accounts, pensions, social security, clothing, jewelry, clothing accessories, securities, retirement plans, business interests, partnerships, insurance policies, books, and the like, shall be her sole property, and the Husband hereby renounces any interest he may have therein.

G. All items of personal property or real property currently in the Husband's name or belonging solely to him (except as specifically referred to in this Agreement), including without

limitation, cash, bank accounts, clothing, social security benefits, jewelry, clothing, accessories, pensions, securities, retirement plans, business interests, partnerships, insurance policies, books, and the like, shall be his sole property, and the Wife hereby renounces any interest that she may have therein.

H. The Wife shall maintain full custody of the couple's Beagle. The Wife shall be solely responsible for all maintenance and care of the Beagle. Any bills associated with the Beagle shall be the Wife's sole responsibility.

I. The Husband shall have full custody of the Boykin Spaniel and be solely responsible for all maintenance and care of the pet. Any bills associated with the Boykin Spaniel shall be the Husband's sole responsibility.

J. The Wife shall retain full ownership of her horse, Jazz's Master. Jazz's Master shall remain at Indian Lake Stables. The Husband agrees to be responsible for the care and well-being of Jazz's Master and waive any boarding fees. The Wife shall be responsible for farrier and vet bills.

K. The Wife shall retain full ownership of her horse He's Primetime. He's Primetime shall remain in training at Indian Lake Stables until He's Primetime is sold unless He's Primetime is moved at Wife's discretion. Wife is responsible for farrier and vet bills of He's Primetime. The Husband waives any boarding fees for He's Primetime.

3. **Bank Accounts:**

A. There are no banking accounts which are jointly held.

B. The Wife shall be entitled to keep all the cash she currently has on hand or in individually held banking accounts. The Wife shall be vested in, and the Husband shall be

divested out of, all right, title and interest in and to all of the banking accounts which were/are held in Wife's name individually. To the extent necessary, the Husband shall execute any and all documents necessary to have his name removed from said accounts within ten (10) days of the date of execution of this Agreement or in the alternative, all documents necessary to close said accounts. Any funds in these individually held accounts in the Wife's name shall be that of Wife.

C. The Husband shall be entitled to keep all the cash he currently has on hand or in individually held banking accounts. The Husband shall be vested in, and the Wife shall be divested out of, all right, title and interest in and to all of the banking accounts which are/were held in Husband's name individually. To the extent necessary, the Wife shall execute any documents necessary to have her name removed from said accounts within ten (10) days of the date of execution of this Agreement or in the alternative all documents necessary to close said accounts. Any funds in these individually held accounts in the Husband's name shall be that of the Husband.

5. Taxes

Husband and Wife agree to file separate tax returns for 2017 and to be responsible for their own tax obligations. To the extent either are entitled to a refund, each shall retain their own refund and have no obligation to pay any of it to the other. To the extent a penalty later arises from any joint filing in the years past, if the penalty is related to the operation of the business on the Shelby County property, then the Husband agrees to pay said penalty and hold the Wife harmless.

6. **Alimony:** The parties agree to waive alimony given the considerations set forth in this Agreement.

7. **Debts:** The Husband shall be solely responsible for paying any debt he has incurred personally and individually, including debts related to the operation of the business operated on the Shelby County property, credit cards, loans for machinery at the Shelby County property, vehicles, medical bills or other debt incurred by the Husband.

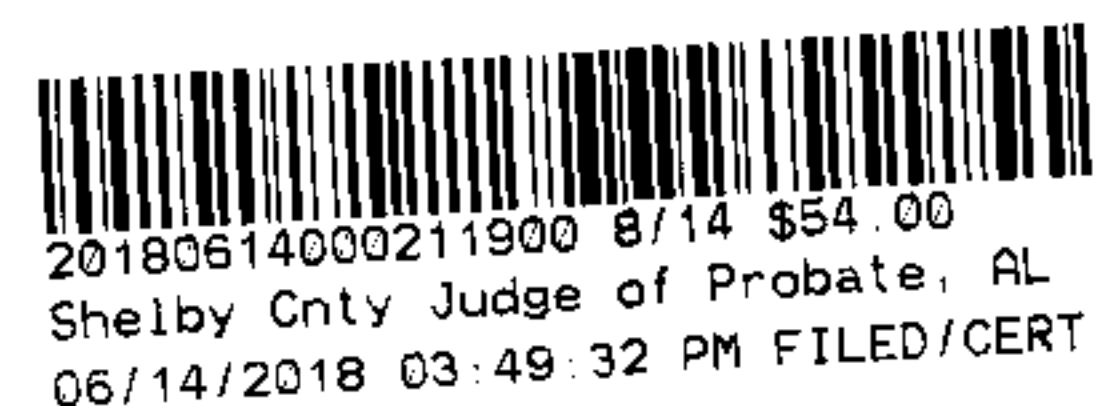
The Wife shall be responsible for any debt she has incurred personally and individually, including credit cards.

The party creating the debt shall be the sole responsible party for satisfying said debt and shall pay all payments and indemnify the other party from any loss or injury from said debt.

The parties certify that they have not incurred any liabilities for which the other party may be held responsible since the time of separation. Except and unless otherwise specifically set out herein, the individual debts of the parties shall be the responsibility of the party incurring such debt, to the exclusion of the other, who shall be held harmless. Except and unless otherwise specifically set out herein, neither party shall at any time hereafter obligate or charge to the other party's credit in any manner whatsoever, or contract any debts, charges or liabilities of any nature whatsoever, or contract any debts, charges or liabilities of any nature whatsoever for which the other party shall or may become liable to answer. Each party covenants and agrees to save and keep the other party free and harmless from all debts, charges and liabilities which may hereafter be incurred or contracted by such party.

8. **Health Insurance:** Each party shall be responsible for their own health insurance.

9. **Outstanding Medical Bills:** The Husband acknowledges he has outstanding medical bills for his own medical treatment. The Husband agrees to pay the medical bills and hold the Wife harmless and indemnify.



10. **Husband's Children of Prior Relationships.** The Husband acknowledges he has children by prior relationships and there are no children of this marriage. The Husband acknowledges that the Wife is not responsible for any bills of any kind related to the Husband's children and the Husband agrees to indemnify and hold Wife harmless for any such obligations.

11. **Violation of Agreement:** Either party that violates this Court Order in the future and deemed to be in contempt by this Court, shall be responsible for all attorney fees and court costs regarding any action resulting therefrom.

12. **Attorney Fees and Court Costs:** The parties agree to equally share the attorneys' fees and costs associated with this divorce.

13. **Execution of Documents:** Husband and Wife hereby agree to execute any and all documents necessary to effectuate the purposes of this Agreement within ten (10) days of being so requested.

14. **Incorporation:** Husband and Wife agree that this Settlement Agreement may be filed in Court and incorporated into the Final Decree of Divorce in this cause, should same be granted.

15. **Miscellaneous:**

A. 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.

B. It is understood by this Agreement, that except as otherwise set out herein, neither

party makes claim to any real or personal property or other asset owned by the other prior to the marriage. In addition, each agrees to sign all other documentation, if any, which may be necessary to further evidence the non-claim at the request of the other.

C. It is agreed by the parties that this Agreement shall be governed by the laws and statutes of the State of Alabama.

D. If any provision of this Agreement is deemed to be unlawful or rendered inoperative by operation of law, then such provision shall be severed, and the remaining provisions shall be enforced unless such severance shall render the Agreement meaningless or shall work a manifest injustice on either party.

E. This Agreement represents the entire agreement of the parties and supersedes all and any prior agreements, if any.

F. This Agreement shall become binding upon the parties and their respective legal representatives, successors, heirs and assigns, immediately following the granting of a final decree of divorce in a proceeding instituted by either party against the other party, provided that the provisions of this Agreement are approved by the Court in which such proceedings are instituted. In the absence of a decree or the approval of the Court, the provisions of this Agreement shall have no effect.

16. **Life Insurance**: The parties can change their existing life insurance policies as they desire.

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Shelby Cnty Judge of Probate: AL
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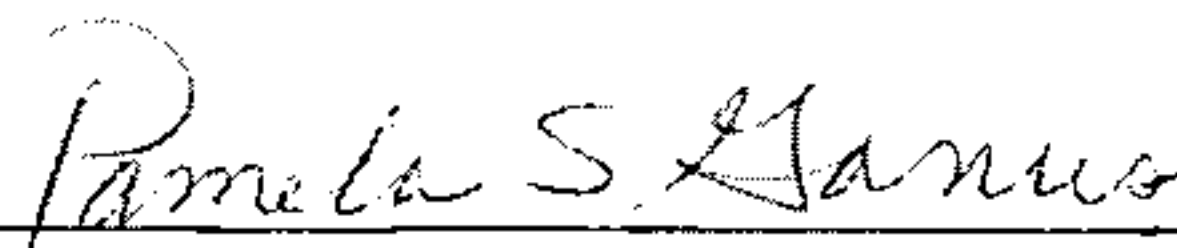

KELLY ARRINGTON
PETITIONER/WIFE

STATE OF Alabama
Jefferson COUNTY


Before me, the undersigned authority, a Notary Public in and for said State at Large, personally appeared Kelly Arrington, who, being by me first duly sworn, deposes and says on oath that she has been informed of the contents of this Settlement Agreement, and that she has signed said Agreement voluntarily on the day the same bears date.

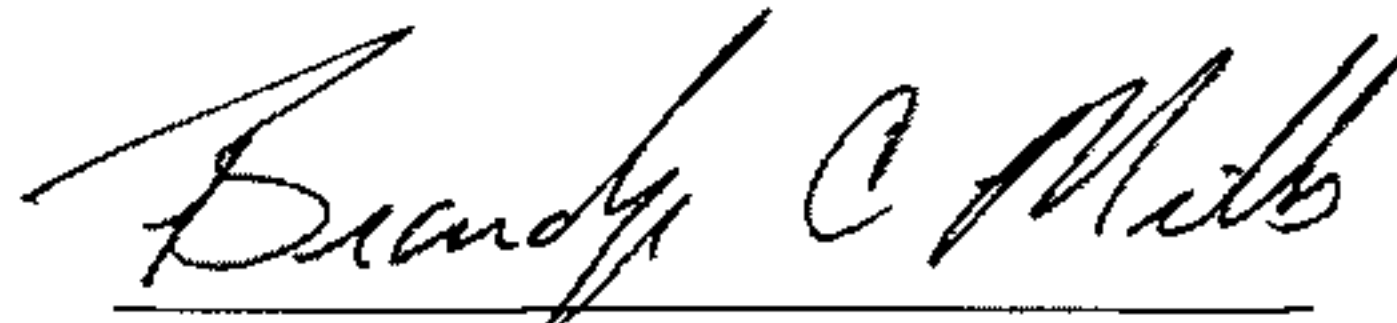
Given under my hand and official seal this 1st day of February, 2018.

(SEAL)


NOTARY PUBLIC
My Commission Expires: 2/9/18

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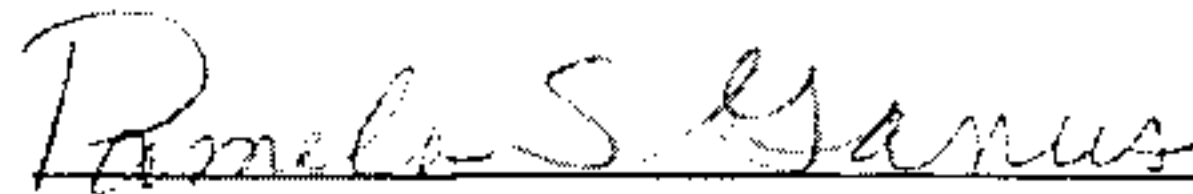


BRANDYE CRAIG MILLS
RESPONDENT/HUSBAND

STATE OF ALABAMA
Jefferson COUNTY

Before me, the undersigned authority, a Notary Public in and for said State at Large, personally appeared Brandy Craig Mills who, being by me first duly sworn, deposes and says on oath that he has been informed of the contents of this Settlement Agreement, and that he has signed said Agreement voluntarily on the day the same bears date.

Given under my hand and official seal this 1 day of Feb, 2018



NOTARY PUBLIC

My Commission Expires: 2/9/18

(SEAL)



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CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
ANNE-MARIE ADAMS, CLERK

**IN THE CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA**

IN RE: THE MARRIAGE OF)	
)	
KELLY ARRINGTON)	
PETITIONER/WIFE,)	
)	
AND)	CASE NO. DR 2018-900154.00
)	
BRANDYE CRAIG MILLS)	
RESPONDENT/HUSBAND.)	

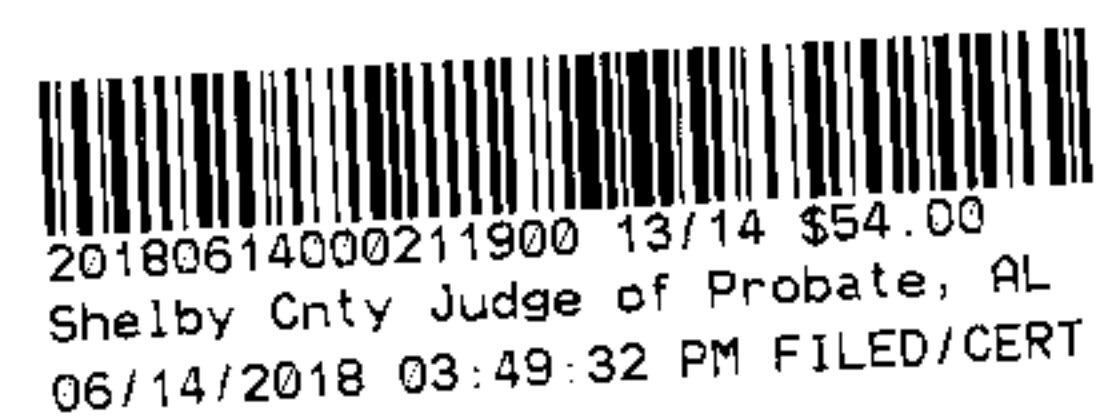
FINAL JUDGMENT OF DIVORCE

This cause came before the Court and was submitted on the Plaintiff's Petition for Divorce, Defendant's Answer and Waiver, Plaintiff's Amended Testimonial Affidavit and the Settlement Agreement of the parties. The Court, having considered same, is of the opinion and hereby finds that the Court has jurisdiction of the parties and of the issues presented in this action and that the Plaintiff is entitled to the relief prayed for in the said Petition for Divorce. It is hereby Ordered by the Court as follows:

1. That the bonds of matrimony heretofore existing between the parties, KELLY ARRINGTON and BRANDYE CRAIG MILLS are dissolved and they are forever and absolutely divorced from one another for and on account of incompatibility of temperament and irretrievable breakdown of the marriage.

2. Neither of the parties hereto shall again marry, except to each other, until the expiration of sixty (60) days after the date of entry of this Decree of Divorce; and that in the event an appeal is taken by either party, then neither party shall again marry except to each other during the pendency of such appeal.

3. That the Settlement Agreement entered into by and between the parties and filed




with the Clerk of the Court on February 5, 2018 is hereby incorporated into and made a part of this Final Decree of Divorce, as if fully set forth verbatim herein. Both parties shall fully comply with the lawful Order of the Court with full force and effect given thereto.

4. That court costs associated with this matter have been prepaid by the Plaintiff and are hereby taxed as paid.

DONE and ORDERED this the 21st day of March, 2018.

/s/Agnes Chappell
CIRCUIT JUDGE

*Copies of this Judgment mailed pursuant
to Rule 77(d) of the Alabama Rules of Civil
Procedure this date.
Dated: March 21, 2018
AC*


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