

This Instrument Was Prepared By:  
Christopher R. Smitherman, Attorney At Law  
Post Office Box 261  
Montevallo, Alabama 35115  
(205) 665-4357

Send Tax Notice:  
David Burton McKeown

STATE OF ALABAMA                    )  
  )  
SHELBY COUNTY                        )     CLERK'S DEED

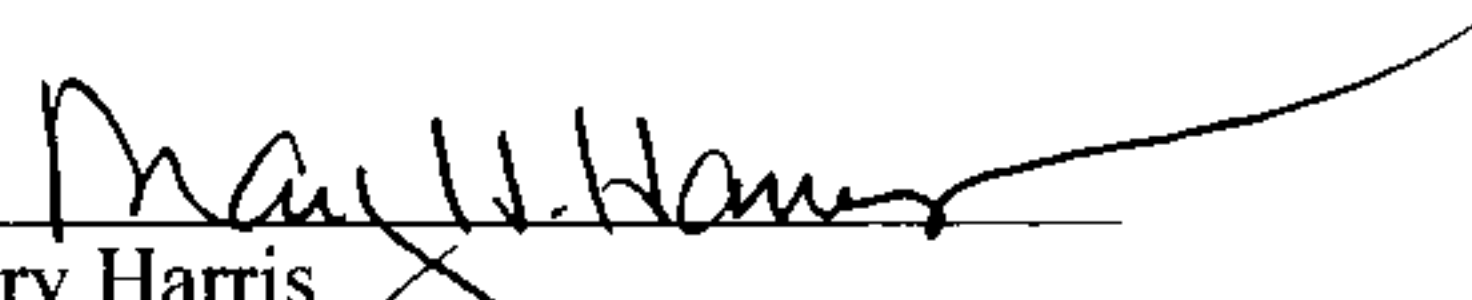
KNOW ALL MEN BY THESE PRESENTS, That Whereas on the 20<sup>TH</sup> day of June, 2018, an order was rendered by the Circuit Court of Shelby County, Alabama, in a certain case pending in said court, said cause being entitled David Burton McKeown v. Kelly Elizabeth McKeown, Case No. DR 2018-900132 which further ordered that the Circuit Clerk execute and deliver to the Plaintiff in said cause a clerk's deed divesting the interest of the Defendant Wife Kelly Elizabeth McKeown.

NOW THEREFORE, in consideration of the premises, I, Mary Harris Clerk of the Circuit Court of Shelby County, Alabama, under and by virtue of the authority vested in me by the decree of said court dated 20<sup>th</sup> day of June, 2018, a copy of which is attached as "Exhibit A" to this deed, convey unto David Burton McKeown (Grantee), Alabama the following described lands situated Shelby County, Alabama, to-wit:

LOTS NO. 67 & 68, IN BLOCK "G" OF ELLIS' ADDITION TO THE TOWN OF MONTEVALLO, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.

TO HAVE AND TO HOLD the aforegranted premises to the said Rodney Lynn Smith and to his successors and assigns forever.

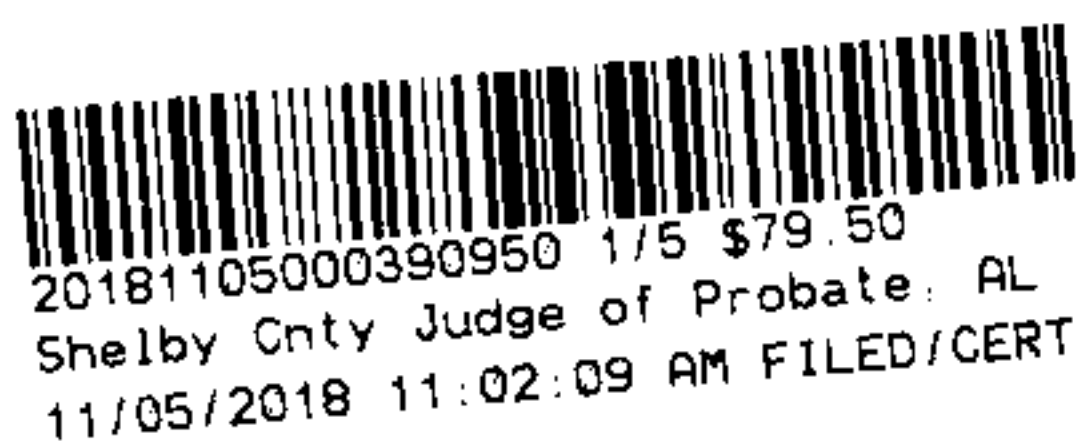
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Circuit Court of Shelby County, Alabama, on this the 23 day of August, 2018

  
\_\_\_\_\_  
Mary Harris  
Circuit Court Clerk

STATE OF ALABAMA                    )  
  )  
SHELBY COUNTY                        )

I Tiffany Young a Notary Public in and for said County and State at Large, hereby certify that Mary Harris whose name as Circuit Court Clerk of Shelby County, Alabama, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she is in her capacity as such Clerk, executed the same voluntarily on the day the same bears date, pursuant to the authority granted by the Court.

Given under my hand and official seal of office on this the 23<sup>rd</sup> day of August, 2018.



  
\_\_\_\_\_  
Notary Public  
MCE:

Exhibit A



ELECTRONICALLY FILED  
6/20/2018 1:57 PM  
58-DR-2018-900132.00  
CIRCUIT COURT OF  
SHELBY COUNTY, ALABAMA  
MARY HARRIS, CLERK

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

MCKEOWN DAVID BURTON,  
Plaintiff,

V.

MCKEOWN KELLY ELIZABETH,  
Defendant.

)  
)  
)  
)  
)  
)  
)

Case No.: DR-2018-900132.00

**FINAL ORDER OF DIVORCE**

This matter having come before the Court on the 14<sup>th</sup> day of June, 2018, on the Plaintiff's Complaint for divorce and the Court finding that Defendant having been served and the time for the Defendant to file her responsive pleading having passed, and default having been entered and this matter being set for default testimony this date, the Plaintiff appeared with Counsel, Christopher R. Smitherman, Esq. and provided testimony, and on consideration of the same, **IT IS HEREBY ORDERED** and **ADJUDGED** and **DECREED** by the Court as follows:

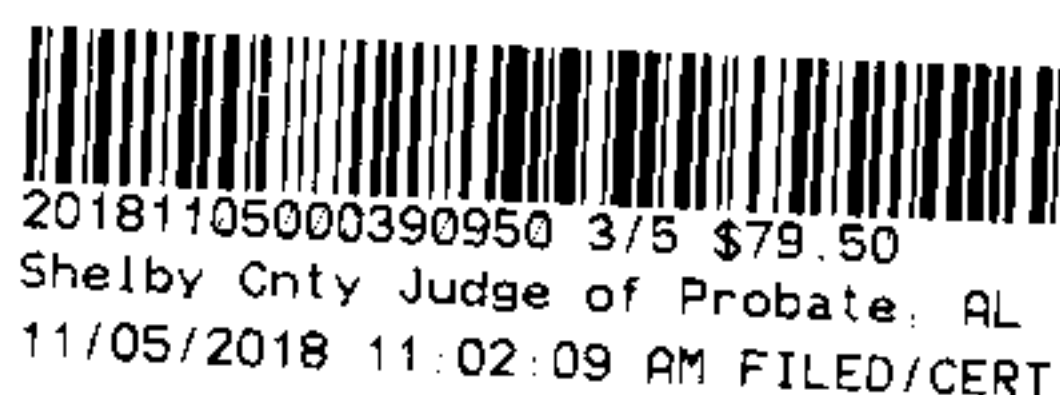
**FIRST:** That the bonds of matrimony heretofore existing between the parties are dissolved, and the said David Burton McKeown and Kelly Elizabeth McKeown, are divorced each from the other.

**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.



20181105000390950 2/5 \$79.50  
Shelby Cnty Judge of Probate, AL  
11/05/2018 11:02:09 AM FILED/CERT

- THIRD:** The marital residence at 41 White Street, Montevallo, Shelby County, Alabama 35115 is hereby awarded to the Plaintiff and the Defendant is divested of any right or claim in the same. The Shelby County Circuit Court Clerk is hereby ordered to execute a clerks deed in favor of the Plaintiff transferring any and all interest the Defendant may personally have maintained.
- FOURTH:** Plaintiff shall pay the mortgage and note and all related expenses on the marital residence and hold harmless the Defendant for payment of the same.
- FIFTH:** Each party is awarded the personal property each has in his/her possession, free and clear of any interest of the spouse except as otherwise stated herein.
- SIXTH:** Each party is awarded his/her bank accounts, life insurance policies, pensions, retirement accounts free and clear of any claim of the former spouse.
- SEVENTH:** Plaintiff is awarded his Ford F-150 pickup truck free of any claim of the Defendant. Plaintiff shall hold harmless the Defendant for any and all expense related to said truck.
- EIGHTH:** Plaintiff is the title holder to a 2012 Kia Sorento that Defendant is presently driving. This vehicle is financed in Plaintiff's name and payments on the same are made every other week through a bank draft in the Plaintiff's account. Defendant shall reimburse the Plaintiff biweekly for each and every installment beginning July, 2018 and said Defendant purchase and maintain full coverage automobile insurance on said vehicle, said policy to be effective on or before July 1, 2018. Should the Defendant become 14 days or



more late on any reimbursement installment due the Plaintiff, or fail to purchase and maintain said insurance, the Plaintiff shall have the right to self help repossession of the vehicle. In the event that legal expenses are incurred to enforce this provision of the order, Defendant shall be responsible for all of the Plaintiff's reasonable attorney fees. Should Defendant fail to fulfill her responsibilities, the vehicle should be returned to Plaintiff in a condition equivalent to the vehicle's condition October, 2017, except for normal wear and tear. Upon Defendant's full compliance with the foregoing provisions and extinguishment of the debt, then Plaintiff shall execute a conveyance of full title, free of liens, to Defendant.

**NINTH:** Each party shall pay his/her other remaining debt and hold harmless the former spouse.

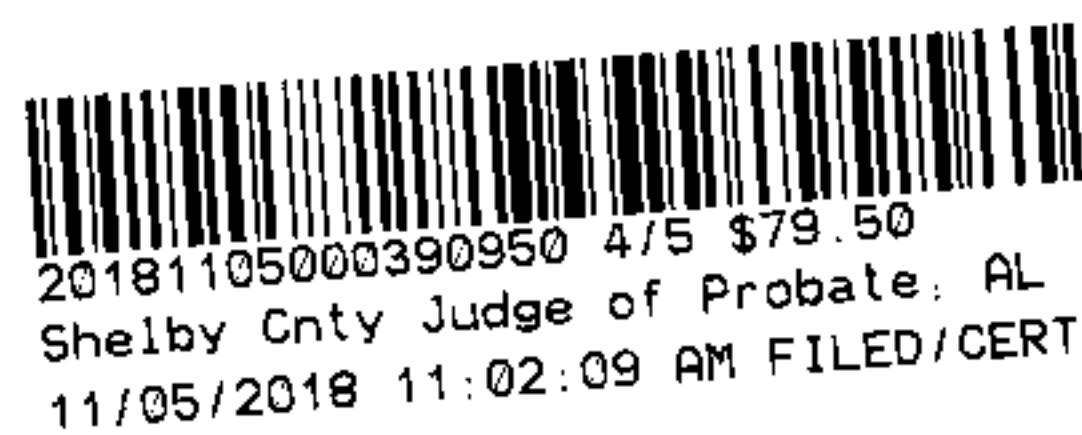
**TENTH:** Neither party is awarded past, present, or future alimony, periodic or lump sum, or otherwise.

**ELEVENTH:** Court cost are taxed to Defendant and Defendant shall reimburse Plaintiff for payment of the same.

**TWELTH:** Each party is responsible for his/her own attorney fees.

**DONE this 20<sup>th</sup> day of June, 2018.**

**/s/ GEORGE C. SIMPSON**  
**CIRCUIT JUDGE**





# Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Kelly McKeown  
Mailing Address \_\_\_\_\_

Grantee's Name David McKeown  
Mailing Address 41 White Street  
Montevallo, AL  
35115

Property Address 41 White St.  
Montevallo, AL  
35115

Date of Sale 8/23/18  
Total Purchase Price \$ \_\_\_\_\_  
or  
Actual Value \$ \_\_\_\_\_  
or  
Assessor's Market Value \$ 104,260. 1/2 52,130

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale  
☐ Sales Contract  
☐ Closing Statement  
☒ Appraisal  
☒ Other Tax Office

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

## Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 11/5/18

☒ Unattested

[Signature]  
(verified by)

Print David B McKeown

Sign [Signature]  
(Grantor/Grantee/Owner/Agent) circle one

Form RT-1