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 DECREE 1/8

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

IN RE: THE MARRIAGE OF

LAUREN A. NICHOLSON,
Plaintiff,

vs.

ROBERTO ABARCA,
Defendant.

CASE NO. DR-2008-900306.00

FINAL JUDGEMENT OF DIVORCE

This cause coming to be heard at this term, was submitted upon the Plaintiff's Complaint for Divorce, the Defendant's Answer (and Waiver), the Plaintiff's Testimony, and Agreement and upon consideration thereof, the Court is of the opinion and finds that the Court has jurisdiction of the parties and of the cause of action, and that the Plaintiff is entitled to the relief prayed for in the Complaint for Divorce. It is therefore,

ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That the bonds of matrimony heretofore existing between the parties to this cause be and the same are hereby dissolved, and they are forever divorced from each other.
2. That neither of the parties of this cause shall again marry, except to each other, until sixty (60) days after the date of this Decree 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. Thereafter, each party may, and they are hereby permitted to again contract marriage upon the payment of cost of this suit.
3. That the Agreement of the parties dated August 19, 2008 a copy of which is attached hereto as Exhibit "A" and by referenced hereto is made part hereof, is, which has been filed with and examined by the Court be and this same hereby is **RATIFIED, APPROVED** and

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CONFIRMED by the Court in this cause, and the plaintiff and defendant are each
ORDERED and **DIRECTED** to faithfully perform their respective obligations as set
forth therein, and that said Agreement be made a part of this Decree by reference the
same as if it were fully set out herein.

4. That the plaintiff shall regain the use of her maiden name: NICHOLSON.
5. That the court costs are taxed as paid.

DONE and ORDERED this 8TH day of October, 2008.

Howie
Circuit Judge

RECEIVED AND FILED
MARY H HARRIS

NOV 05 2008

CIRCUIT & DISTRICT
COURT CLERK
SHelby Co
Certified a true and correct copy
Date: October 28, 2008
Mary H. Harris
Mary H. Harris, Circuit Clerk
Shelby County, Alabama

Exhibit 11A

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IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA

RECEIVED AND FILED
MARY H HARRIS

LAUREN A. NICHOLSON,

PLAINTIFF,

AUG 25 2008

CIRCUIT CLERK
SHELBY CO.

VS.

CASE NO. DR-2008- 90030600

ROBERTO ABARCA,

DEFENDANT.

SETTLEMENT AGREEMENT

The parties hereto, being ROBERTO ABARCA, hereinafter referred to as "Husband" and LAUREN A. NICHOLSON, hereinafter referred to as "Wife", contemplate obtaining a divorce and have entered into the agreement hereinafter set out, which is mutually beneficial to both parties and constitutes a sufficient consideration to each of said parties for the agreements contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration herein expressed, the parties hereto agree as follows:

- A. 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;
- B. 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;
- C. 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;
- D. 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;
- E. 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

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and effect, in the absence of Court Approval and incorporation into the judgment as provided above; and

- F. By the execution of this instrument, each party warrants and represents to the other party that the terms of this Agreement are fair, just and equitable after consideration of the financial status of the parties.

ALL OTHER PROVISIONS

FIRST:

REAL PROPERTY.

Wife shall be vested with all right, title and interest in and to the following rental properties, residences and lots listed below:

1.) Real property Located at 1007 Townes Court, Birmingham, Alabama 35242 being situated in Shelby County, Alabama more particularly described as follows:

Lot 16, according to the Survey of Townes at Brook Highland as recorded in Map Book 30, Page 133 A and B, in the Probate office of Shelby County, Alabama.

2.) Real property located at 621 Creekview Dr., Pelham, Alabama 35124 being situated in Shelby County, Alabama more particularly described as follows:

Lot 27, Block 1, according to the Survey of Oak Mountain Estates, Fifth Sector, as recorded in Map Book 5, Page 124, in the Probate office of Shelby County, Alabama.

3.) Real property located at 6764 Brittany Place, Pinson, Alabama 35126 being situated in Jefferson County, Alabama more particularly described as follows:

Parcel I: Lot 12, according to the Map and Survey of Brittany Place, Sector III of Innsbrooke, as recorded in Map Book 176, Page 91, in the Probate office of Jefferson County, Alabama;

Parcel II: A parcel of land containing 0.47 acres, more or less, being an extension of Lot 12 of Brittany Place Sector III of Innsbrooke as recorded in Map Book 176, Page 91 in the office of the judge of Probate of Jefferson County, Alabama; being more particularly described as follows:

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Parcel III: Beginning at the Southwest corner of Lot 12; thence run Northeasterly 64.26 feet to the Southeast corner of Lot 12; thence right 110 degrees 57'55", 351.57 feet to the South line of the North half of Section 29, Township 15 South, Range 1 West; thence right 51 degrees 28'24", 60.71 feet along said South line; thence right 98 degrees 31'55", 337.58 feet to the point of beginning.

4.) Real property located at Jasmine Dr., Alabaster, Alabama 35007: being situated in Shelby County, Alabama and more particularly described as follows:

Lot 11, according to the survey of the Meadows, plat 2, as recorded in Map Book 20, Page 17, in the Probate office of Shelby County, Alabama.

5.) Real property located at 1857 Butter Cup Drive Hoover, Alabama 35226 and 549 Buck Creek Lane, Alabaster, Alabama 35007 and any other real estate currently titled in Wife's name.

Husband shall be divested of any interest in the above described residences, lots and/or rental properties. Wife shall pay for any and all indebtedness and/or expenses associated with said property described hereinabove.

Each party shall indemnify and hold the other party harmless with regard to any obligation under this paragraph of the Agreement. Wife shall have the exclusive right to claim any interest deduction associated with the above properties.

As part of a property settlement herein, Wife shall pay Husband the sum of Thirty Thousand Dollars (\$30,000.00) within Thirty (30) days from the date of entry of Judgment of Divorce in this matter.

Husband is awarded all real property held in his name in Costa Rica and Wife is divested of any interest therein and Husband shall be responsible to pay for any fees, taxes or indebtedness associated therewith and shall indemnify and hold Wife harmless in regard to the same.

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SECOND:**WAIVER OF ALIMONY AND SUPPORT.**

Husband and Wife both expressly waive any claims or demands for alimony or support past, present or future.

THIRD:

AUTOMOBILES. Wife is vested with full right, title and interest in and to any vehicle titled in her name or in her possession and Husband is divested of any interest therein.

Husband is vested with full right, title and interest in and to any vehicle titled in his name or in his possession and Wife is divested of any interest therein.

FOURTH:**RETIREMENT ACCOUNTS.**

Each party is vested with full, right, title and interest in any retirement account held in his or her sole name and the other said party is divested of any interest therein.

FIFTH:**OTHER PERSONAL PROPERTY.**

The parties have mutually agreed to an equitable division of all items of tangible personal property and each is awarded those items of tangible personal property, household furniture, furnishings, appliances, goods, wares and other personal property and effects and belongings in her or her possession or titled in his or her name unless and except as otherwise provided for herein and the other said party is divested of any interest therein.

SIXTH:**STOCKS, BONDS, CASH, PARTNERSHIP INTEREST & OTHER REAL OR PERSONAL PROPERTY.**

Each party is further awarded and vested with full interest, right and title in all cash on hand or on deposit, stocks, bonds, notes or other choses in action, intangibles, partnership, Limited Liability Companies or business interest and all other property real or personal currently titled or owned in his or her sole name or possession except as otherwise provided for herein and the other said party shall be divested of any interest therein.

Wife is vested with all right, title and interest in any business entity she owns, operates or has any interest in namely; those businesses known as **Lan Homes**,

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LLC and Real Estate Solutions, LLC and any and all associated business entities, trademarks or service marks, choses in action, contracts or personal and real property associated or related to or owned by any such business including, but not limited to, all membership interest or stock shares of aforesaid business entities and Husband is divested of any interest therein.

SEVENTH:
DEBTS.

Except as otherwise provided for herein, each party shall be responsible for any and all debts incurred in his or her own separate name and shall indemnify and hold the other party harmless from any claims or liability thereon. Each party warrants to the other that he or she has incurred no debt for which the other party would be liable in any manner whatsoever which has not be disclosed.

EIGHTH:
TAXES.

The Husband shall indemnify and hold harmless the Wife from any assessment, penalty, interest, or loss arising from the Wife's participation in any tax return or returns filed jointly by the parties and shall reimburse Wife any expenses, fees, or cost as called upon to pay.

NINETH:
MAIDEN NAME.

Wife shall regain the use of her maiden name: Nicholson.

TENTH:

Attorney Fee/Court Costs. The Husband shall pay Wife the sum of Three Hundred Seventy Dollars (\$370.00) toward her use in paying her attorney of record. Husband shall pay said sum directly to Stella Tipton Attorney at Law at

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2363 Lakeside Dr., Birmingham, Alabama 35244. Court cost accrued herein is
taxed as paid.

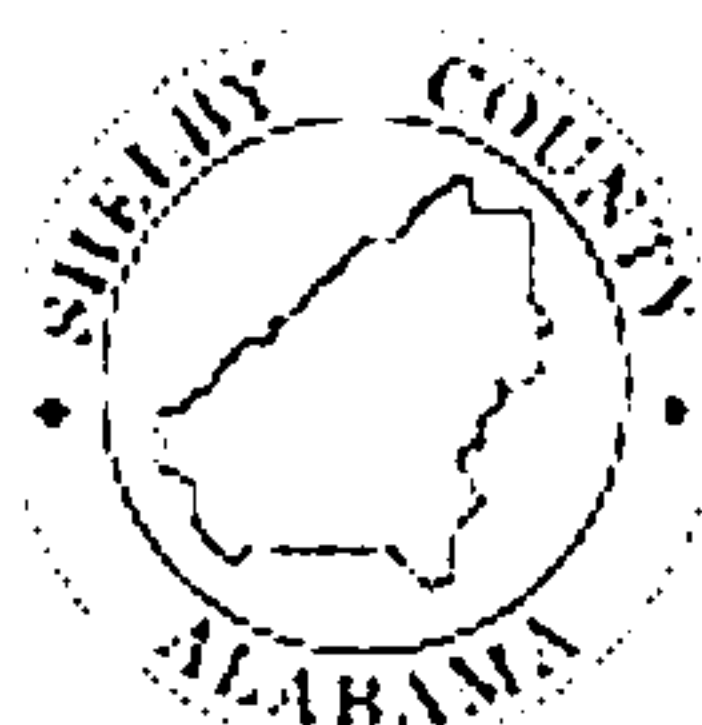
IN WITNESS WHEREOF, we have hereunto set our hands
and seals this the 19th day of August, 2008.

Melanie Miller
Witness

Lauren A. Nicholson
LAUREN A. NICHOLSON

[Signature]
Witness

[Signature]
ROBERTO ABARCA



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allie S. Bayl