

20200608000229590  
06/08/2020 10:02:53 AM  
MORTAMEN 1/25

**AL SMS No 579790976 MOD**

This Document Prepared by:

Matthew Machac

Shellpoint Mortgage Servicing

55 Beattie Place Suite 110 (MS 157)

Greenville, SC 29601

Telephone: 866-825-2174

\_\_\_\_\_ [Space Above This Line For Recording Data] \_\_\_\_\_

**Modification Agreement**

**Document Date: 4/22/2020**

**USDA Case No: 01059418215590**

**Original Mortgagor: TONYA DENISE LEIGH and LARRY PAUL LEIGH**

**Address: 199 APRICOT LN, Calera, AL, 35040 (Shelby County)**

**Original Mortgagee: New South Federal savings ban**

**Present Holder of the Note and Lien: NewRez LLC F/K/A New Penn Financial LLC D/B/A**

**Shellpoint Mortgage Servicing**

**Holder's Address: c/o NewRez LLC F/K/A New Penn Financial LLC D/B/A Shellpoint  
Mortgage Servicing**

**55 Beattie Place Suite 110 Greenville, SC 29601 (Greenville County)**

**Original Loan Amount: \$112,098.00**

**Current Unpaid Balance: \$92,947.10**

**New Money (Intangible Amount): \$2,485.59**

**New Unpaid Balance: \$95,432.69**

**Original Mortgage Recorded on 11/19/2009, Instrument #: 20091119000431490, Book: N/A,  
Page: N/A**

**Parcel #: 283051004030000**

**Legal Description: See Exhibit "A"**

Upon recording return to:  
Shellpoint Mortgage Servicing  
55 Beattie Place Suite 110 (MS 157)  
Greenville, SC 29601  
Telephone: 866-214-5733  
Loan Number: 0579790976  
NMLS #: 3013



[Space Above This Line For Recording Data]

### MODIFICATION AGREEMENT

Borrower ("T"): TONYA DENISE LEIGH and LARRY PAUL LEIGH

Lender or Servicer ("Lender"): NewRez LLC D/B/A Shellpoint Mortgage Servicing as Attorney in Fact for New Rez LLC d/b/a Shellpoint Mortgage Servicing

Date of mortgage, deed of trust, or security deed ("Mortgage") and Note: 11/16/2009

Loan Number: 0579790976

Property Address ("Property"): 199 APRICOT LN, CALERA, AL 35040

If my representations and covenants in Section 1 continue to be true in all material respects, then this Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return the original versions of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

**1. My Representations and Covenants.** I certify, represent to Lender, covenant and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
- B. The Property has not been condemned.
- C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage.
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Modification Program ("Program")).
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct.
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so.
- G. I have made or will make all payments required under a Trial Period Plan.

**2. Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents.
- B. The Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date, as set fourth in Section 3, has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

**3. The Modification.** If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 06/01/2020 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a Trial Period Plan, this modification will not take effect. The first modified payment will be due on 06/01/2020.

- A. The Maturity Date will be 05/01/2050.
- B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, ("Unpaid Amounts")) less any amounts paid to the Lender but not previously credited to my Loan. The Unpaid Amounts include \$2,485.59 of unpaid interest, and . The new principal balance of my Note will be \$95,432.69 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

1 If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



C. Interest at the rate of 4.125% will begin to accrue on the New Principal Balance as of 05/01/2020 and the first new monthly payment on the New Principal Balance will be due on 06/01/2020. My payment schedule for the modified Loan is as follows:

Number of Monthly Payments	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On
360	4.125%	05/01/2020	\$462.51	\$123.11 May adjust periodically	\$585.62 May adjust periodically	06/01/2020

\*The escrow payments may be adjusted periodically in accordance with applicable law; therefore, my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step, or simple interest rate.

I understand that if I have a pay option adjustable rate mortgage loan, upon modification the minimum monthly payment option, the interest-only, or any other payment options will no longer be offered. The monthly payments, as described in the above payment schedule for my modified Loan, will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

E. If a default rate of interest is permitted under the Loan Documents, then in the event of default, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements.** I understand and acknowledge that:

A. All persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased, (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the Divorce Decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents), or (iii) the Lender has waived this requirement in writing.

B. This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.

C. I must comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.

D. This Agreement constitutes notice that the Lender's waiver as to payment of escrow items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.

E. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.

F. As of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.

G. As of the Modification Effective Date, the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.

H. As of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.

I. I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.

J. I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force

and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.

- K. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.
- L. Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- M. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- N. The mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.



Space Below this Line for Individual Acknowledgement

Tonya Denise Leigh (Seal) 5-18-20 (Date)  
TONYA DENISE LEIGH



\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Date)  
LARRY PAUL LEIGH

Signed, acknowledged and delivered in the presence of:

Witness Dorothy Greene (Seal) Witness \_\_\_\_\_ (Seal)

State of Alabama  
County of Shelby

I certify that the following person(s) Tonya Denise Leigh and \_\_\_\_\_ personally appeared before me this 18 day of May, 2020, and ☒ I have personal knowledge of the identity of the principal(s), [ ] I have seen satisfactory evidence of the principal's identity, by a current state or federal identification evidence of the principal's identity photograph in the form of a \_\_\_\_\_, or [ ] credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Witness my hand and official seal, this 18 day of May, 2020

Notary Signature Cheryl Kilpatrick (Seal) Notary Public

Witness Dorothy Greene (Seal)

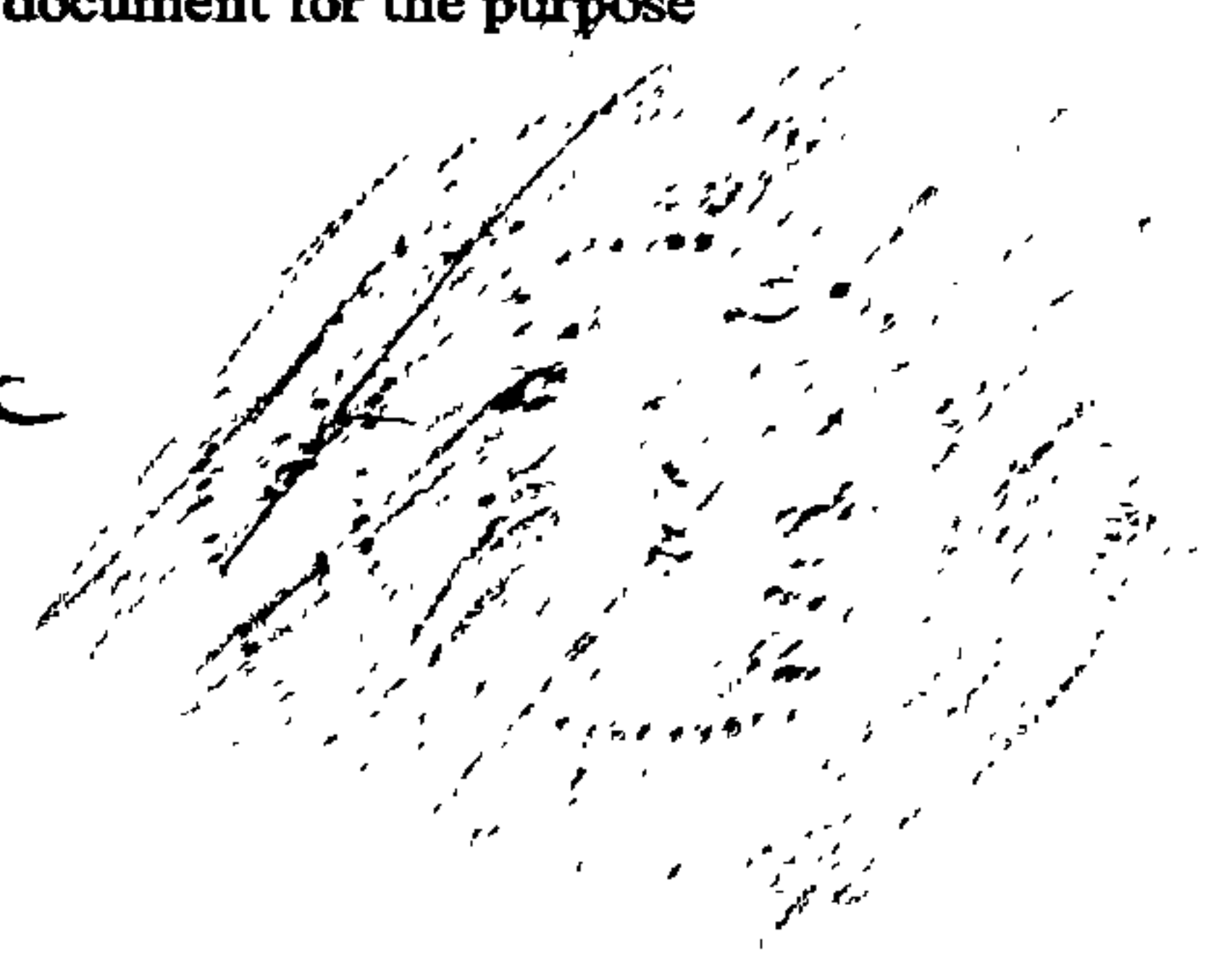
Typed/Printed Name: Cheryl Kilpatrick

(Official Seal)

Notary Public, State of: Alabama

(VA Notaries) Reg. No.: \_\_\_\_\_

My Commission Expires: 1/26/22



Space Below this Line for Corporate Acknowledgement



NewRez LLC D/B/A Shellpoint Mortgage Servicing as Attorney in Fact for New Rez LLC d/b/a Shellpoint Mortgage Servicing

Authorized Signer (Lender) Josh Calk (Seal)  
Printed Name/Title Techies Austin Supervisor

Signed, acknowledged and delivered in the presence of:

Witness Mary Fazio (Seal) Witness Matthew D. Sadlon (Seal)  
State of SC  
County of Greenville

I certify Techies Austin personally appeared before me this 20 day of May, 2020 and acknowledged that he or she is an authorized signer for NewRez LLC D/B/A Shellpoint Mortgage Servicing as Attorney in Fact for New Rez LLC d/b/a Shellpoint Mortgage Servicing. I have personal knowledge of the identity of said officer, acknowledging to me that he or she voluntarily signed the foregoing document on behalf of the corporation for the purposes stated therein and in the capacity indicated.

Witness my hand and official seal, this 20 day of May, 2020.

Notary Signature Matthew D. Sadlon (Seal)

Witness Matthew D. Sadlon (Seal)

Typed/Printed Name: \_\_\_\_\_

Notary Public, State of: \_\_\_\_\_

(VA Notaries) Reg. No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**MATTHEW D. SADLON**  
Notary Public, State of South Carolina  
My Commission Expires 9/6/2029

(Official Seal)





20200608000229590 06/08/2020 10:02:53 AM MORTAMEN  
7/25

Loan# 579790976  
Exhibit "A"

LOT 30, ACCORDING TO THE AMENDED MAP OF CALERA COMMONS TOWNHOMES;  
AS RECORDED IN MAP BOOK 38, PAGE 62, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA.

# EXHIBIT "B"

## THE HARRIS FIRM L.L.C.

STEVEN A. HARRIS  
Attorney at Law

4000 Eagle Point Corporate Dr.  
Birmingham, AL 35242

Phone 205-201-1789  
www.theharrisfirmllc.com  
stevenharris@theharrisfirmllc.com

February 22, 2019

Tonya Leigh  
199 Apricot Lane  
Calera, AL 35040

Re: Final Decree of Divorce

20200608000229590 06/08/2020 10:02:53 AM MORTAMEN  
8/25

Dear Ms. Leigh:

Your divorce is final and enclosed is a copy of your Final Decree of Divorce for your records. It has been a pleasure representing you in this matter. If you ever need any legal help in the future in the areas of family law, bankruptcy, estate planning, or personal injury then give us a call and I will be happy to speak with you.

I hope that you were satisfied with our legal services in handling your case for you and would like to know if you would be interested in going online and providing a written review. If so, you may do so by going to Google or our Better Business Profile Page. If you are willing to leave a review on either site we would greatly appreciate it. Just a brief review about a couple of sentences in length will suffice.

To leave a review on Google, just go to the following web address:

<http://search.google.com/local/writereview?placeid=ChIJickEh2wWiYgRhEtgC7PAin6g>.

To leave a review with the **Better Business Bureau**, please go to <http://www.bbb.org/csal/business-reviews/attorneys-and-lawyers/harris-firm-in-birmingham-al-90097567>. Then click on the link to the right of the page that says "Submit A Customer Review".

Everyone needs a Last Will and Testament, and we are currently offering simple wills for \$50 to former divorce clients. We are offering this discounted fee to former clients, and it covers the costs of preparing a simple will for you and your family and answering any questions you may have by phone or email about your last will and testament. For more information about obtaining a last will and testament, you can call us at (205) 201-1789 or go to our website at <http://www.theharrisfirmllc.com/will-lawyer/>.

If you get the opportunity, please go to our website [www.theharrisfirmllc.com](http://www.theharrisfirmllc.com) and join us on Facebook, Twitter, or any of our social media pages by clicking on the appropriate link at the top right hand side of the Home Page. Should you need any legal assistance in the future, please contact us and we will be happy to speak with you.

Sincerely yours,

/s/ Steven A. Harris

Enclosure(s)



## The Harris Firm - Final Judgement of Divorce

From: Misty Blackwood (misty@theharrisfirmllc.com)

To: tleigh0891@yahoo.com

Date: Friday, February 22, 2019, 07:56 AM CST

20200608000229590 06/08/2020 10:02:53 AM MORTAMEN  
9/25

Ms. Leigh,

Attached is your final divorce judgment of divorce. We will also be placing a copy in the mail to you. If you ever need any legal help in the future concerning family law, bankruptcy, personal injury or any other area of law then feel free to call our office at (205) 201-1789. If you would like to leave a review please do so below.

I hope that you were satisfied with our legal services and would like to know if you would be interested in providing a review. If so, you may do so by going to Google or our Better Business Profile Page.

To leave a review on Google, just click on this [Google link](#).

To leave a review with the **Better Business Bureau**, please click on this [BBB link](#). Then click on the link to the right of the page that says "Submit A Customer Review".

If you are willing to leave a review on either site we would appreciate it. Just a brief review about a couple of sentences in length will suffice. If you are not willing to do this, we completely understand and appreciate your retaining us to help you with this matter. Please call our office or you can email me directly by replying to this email if you have any questions.

Everyone needs a Last Will and Testament, and we are currently offering simple wills for \$50 to former divorce clients. We are offering this discounted fee to former clients, and it covers the costs of preparing a simple will for you and your family and answering any questions you may have by phone or email about your last will and testament. For more information about obtaining a last will and testament, you can call us at (205) 201-1789 or go to our website at <http://www.theharrisfirmllc.com/will-lawyer/>.

Misty S. Blackwood  
Legal Assistant  
Harris Firm LLC  
4000 Eagle Point Corporate Drive  
Birmingham, AL 35242  
(205) 201-1789  
[misty@theharrisfirmllc.com](mailto:misty@theharrisfirmllc.com)

### Notice:

This message is being sent by or on behalf of a law firm, The Harris Firm L.L.C. It is intended exclusively for the individual or entity to which it is addressed. If you believe you received this e-mail in error, please notify the sender immediately, delete the e-mail and any attachments from your computer, and do not copy or disclose this email or any attachments to anyone else. If you are not an existing client of the Firm, do not construe anything in this e-mail to make you a client unless it contains a specific statement to that effect and do not disclose anything to the Firm in reply that you expect it to hold in confidence. If you properly received this e-mail as a client, co-counsel or retained expert of the Firm, you should maintain its contents in confidence in order to preserve the attorney-client, work product and other privileges that may be available to protect confidentiality. Although this email is believed to be free of any virus or other defects that might affect any computer system in which it is received, it is the responsibility of the recipient to ensure that it is virus free; The Firm accepts no responsibility for any loss or damage arising in any way from its use.



Final Decree Signed.pdf  
880.4kB



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

**TONYA DENISE LEIGH,**

**Plaintiff,**

**vs.**

**CASE NO.: DR-2019-900041**

**LARRY PAUL LEIGH,**

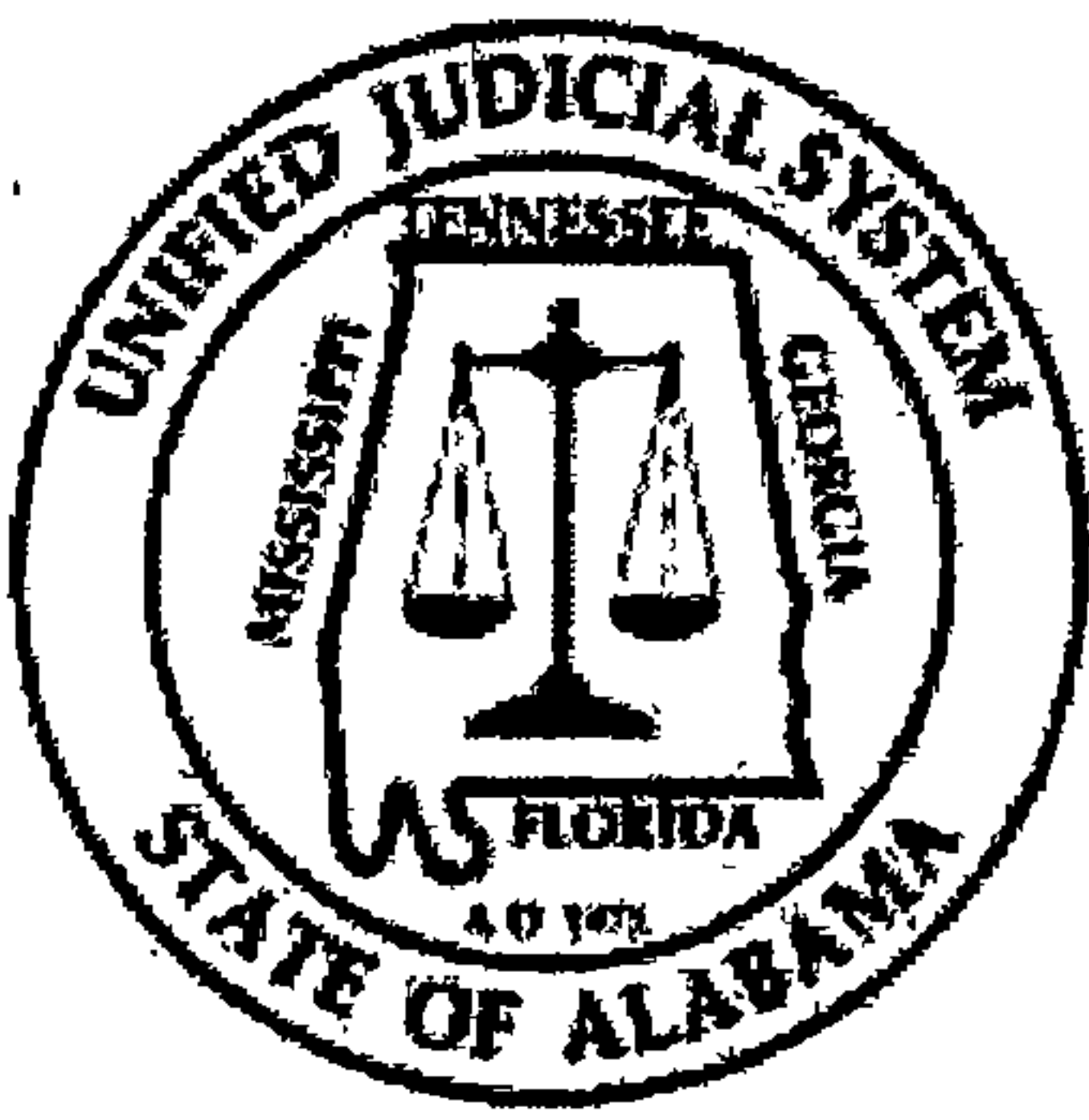
**Defendant**

**FINAL JUDGMENT OF DIVORCE**

**THIS CAUSE** coming on to be heard was submitted upon Original Bill of Complaint, Answer, and Waiver of Defendant, Testimony as noted by Notary Public, and Agreement of the parties and upon consideration thereof, the Court is of the opinion that the Plaintiff is entitled to the relief prayed for in said bill. It is, therefore,

**ORDERED, ADJUDGED, and DECREED** as follows:

1. That the bonds of matrimony heretofore existing between the parties be and the same are hereby dissolved, and that **TONYA DENISE LEIGH** is forever divorced from **LARRY PAUL LEIGH** for and on account of incompatibility.
2. The Settlement Agreement entered into and duly executed by the parties and previously filed with the Clerk of this Court, is hereby ratified and confirmed by the Court, and is incorporated into and made a part hereof as though fully set out herein. It is **ORDERED** by the Court that the parties keep and obey the terms thereof, subject to penalty as for contempt.
3. That neither party to this suit shall again marry except to each other until sixty (60) days after the rendition of this decree, and that if appeal is taken within forty-two (42) days, neither party shall again marry except to each other during the pendency of said appeal.



## AlaFile E-Notice

20200608000229590 06/08/2020 10:02:53 AM MORTAMEN  
11/25

58-DR-2019-900041.00

Judge: WILLIAM H. BOSTICK, III

To: HARRIS STEVEN ALECK  
theharrisfirm@gmail.com

---

# NOTICE OF ELECTRONIC FILING

---

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

TONYA DENISE LEIGH V. LARRY PAUL LEIGH  
58-DR-2019-900041.00

The following matter was FILED on 2/21/2019 11:41:52 AM

Notice Date: 2/21/2019 11:41:52 AM

MARY HARRIS  
CIRCUIT COURT CLERK  
SHELBY COUNTY, ALABAMA  
POST OFFICE BOX 1810  
112 NORTH MAIN STREET  
COLUMBIANA, AL, 35051

205-669-3760  
mary.harris@alacourt.gov



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

**TONYA DENISE LEIGH,**

**Plaintiff,**

**vs.**

**CASE NO.: DR-2019-900041**

**LARRY PAUL LEIGH,**

**Defendant**

**FINAL JUDGMENT OF DIVORCE**

**THIS CAUSE** coming on to be heard was submitted upon Original Bill of Complaint, Answer, and Waiver of Defendant, Testimony as noted by Notary Public, and Agreement of the parties and upon consideration thereof, the Court is of the opinion that the Plaintiff is entitled to the relief prayed for in said bill. It is, therefore,

**ORDERED, ADJUDGED, and DECREED** as follows:

1. That the bonds of matrimony heretofore existing between the parties be and the same are hereby dissolved, and that **TONYA DENISE LEIGH** is forever divorced from **LARRY PAUL LEIGH** for and on account of incompatibility.
2. The Settlement Agreement entered into and duly executed by the parties and previously filed with the Clerk of this Court, is hereby ratified and confirmed by the Court, and is incorporated into and made a part hereof as though fully set out herein. It is **ORDERED** by the Court that the parties keep and obey the terms thereof, subject to penalty as for contempt.
3. That neither party to this suit shall again marry except to each other until sixty (60) days after the rendition of this decree, and that if appeal is taken within forty-two (42) days, neither party shall again marry except to each other during the pendency of said appeal.



4. That the Defendant shall pay to the Plaintiff child support in the amount of \$850.50 per month beginning January 28, 2019, and continuing each month thereafter until the children obtain the age of majority, marry or otherwise becomes self-supporting. This amount is in accordance with the Child Support Guidelines established by Rule 32 A.R.J.A.
5. An Income Withholding Order for support is hereby made as a separate Order to be entered by the Court entitled Order of Continuing Income Withholding for Support pursuant to the Code of Alabama Section 30-3-60, et. Seq. Said Order shall be entered by the Court but **SHALL** be served upon the Defendant's employer at the time of the entry of this Final Judgment of Divorce.
6. That the costs herein are taxed as paid.

**DONE and ORDERED** this 21<sup>st</sup> day of February, 2019.

  
CIRCUIT JUDGE



ELECTRONICALLY FILED  
1/18/2019 3:03 PM  
58-DR-2019-900041.00  
CIRCUIT COURT OF  
SHELBY COUNTY, ALABAMA  
MARY HARRIS, CLERK

20200608000229590 06/08/2020 10:02:53 AM MORTAMEN  
14/25

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

TONYA DENISE LEIGH,

Plaintiff,

VS.

LARRY PAUL LEIGH,

Defendant

CASE NUMBER: \_\_\_\_\_

SETTLEMENT AGREEMENT

This Agreement made this 16 day of January, 2019 between TONYA DENISE LEIGH (hereinafter referred to as the "Plaintiff") and LARRY PAUL LEIGH (hereinafter referred to as the "Defendant").

WITNESSETH

WHEREAS, the Plaintiff and the Defendant were married to each other on the 19<sup>th</sup> day of December 2008 and lived together as husband and wife until on or about the 19<sup>th</sup> day of November 2018 at which time they separated and have not lived together as husband and wife since said date and,

WHEREAS, the said parties desire to evidence in writing the terms of their said separation and to have the Court incorporate into any Final Decree of Divorce this Agreement, in the event that a Final Decree of Divorce is entered by the Court, and,

WHEREAS, the Plaintiff has filed or is contemplating filing a complaint for divorce in the Circuit Court of Shelby County Alabama in the above-styled cause, and said case is now pending and undetermined, and,

WHEREAS, there are two minor children born into this marriage, to wit: JACKSON PAUL LEIGH, whose date of birth is 03/08/2010, and TONY SAMUEL LEIGH, whose date of birth is 04/09/2013. To the best of our knowledge, information and belief, the Wife is currently not pregnant. No future children are expected.

WHEREAS, the parties consider it, to be, in their best interest to settle between them now and forever their respective rights to alimony, property rights, inheritance rights, and all other rights of

20200608000229590 06/08/2020 10:02:53 AM MORTAMEN  
15/25

property otherwise growing out of the marriage relationship existing between them, and which either of them now has or may hereafter have or, claim to have, to any property of any kind, nature, and description: real, personal or mixed, now owned by either of them.

NOW THEREFORE, in consideration of the mutual covenants and agreement hereinafter contained, the parties agree as follows:

1. That in the event a judgment of divorce is entered in this cause, then it is agreed that this Agreement shall be incorporated in said Judgment of Divorce by reference thereto, and shall be legally binding and conclusive on the parties.

#### CHILD CUSTODY

2. The care, physical custody and control of the minor children of the parties, namely: JACKSON PAUL LEIGH, whose date of birth is 03/08/2010, and TONY SAMUEL LEIGH, whose date of birth is 04/09/2013, is hereby awarded to the Plaintiff. The parties shall have joint legal custody of said minor children.
3. Should the Husband and Wife be unable to agree on any aspect of the academic, religious, civic, cultural, athletic, clothing, medical, and dental activities of the children, the Wife is hereby designated as having the primary authority and responsibility regarding involvement in said activity.
4. The exercise of this primary authority is in no way intended to negate the responsibility of the parties to notify and communicate with each other as set forth hereinabove.

#### VISITATION

5. The Defendant shall have reasonable and liberal rights to visitation with the children as arranged and agreed to between the parties, and as follows:
  - 1) The first and third full weekends of each month at times on Friday, Saturday, and Sunday to be arranged between the parties and for all visitation to be supervised by the Plaintiff unless the Plaintiff allows for unsupervised visitation in the future in which case the visitation shall be from 6:00 p.m. on Friday until 6:00 p.m. on the following Sunday (The first weekend of a month beginning on the first Friday of each month).

4. That the Defendant shall pay to the Plaintiff child support in the amount of \$850.50 per month beginning January 28, 2019, and continuing each month thereafter, until the children obtain the age of majority, marry or otherwise becomes self-supporting. This amount is in accordance with the Child Support Guidelines established by Rule 32 A.R.J.A.
5. An Income Withholding Order for support is hereby made as a separate Order to be entered by the Court entitled Order of Continuing Income Withholding for Support pursuant to the Code of Alabama Section 30-3-60, et. Seq. Said Order shall be entered by the Court but **SHALL** be served upon the Defendant's employer at the time of the entry of this Final Judgment of Divorce.
6. That the costs herein are taxed as paid.

**DONE and ORDERED** this 21<sup>st</sup> day of February, 2019.

  
CIRCUIT JUDGE



20200608000229590 06/08/2020 10:02:53 AM MORTAMEN  
17/25

- 2) The visitation periods specified in the preceding paragraphs shall be superseded by the specific visitation periods as set forth in the following paragraphs.
- 3) CHRISTMAS AND HOLIDAYS. The parties shall schedule visitation during holidays at times and dates to be supervised by the Plaintiff unless she agrees to unsupervised visitation in the future.
- 4) FATHER'S DAY. The husband shall have the right of visitation period with the child for Father's day of each year. Said visitation period shall begin at 4:00 p.m. on Father's Day and shall end no later than 8:00 p.m. on Father's Day.
- 5) MOTHER'S DAY. The Wife shall have the right of visitation period with the child for Mother's Day of each year. Said visitation period shall begin at 4:00 p.m. on the Saturday prior to Mother's Day and shall end no later than 8:00 p.m. on Mother's Day.

6) OTHER VISITATION:

The visitation periods as provided herein are intended by the Court to be the *minimum* to which each parent is entitled. The parties are encouraged to extend such periods, as herein allowed, as the child grows older, and as may be in the best interest of said child, and to reschedule, by mutual agreement, any visitation period which is inconvenient for the parties or interferes with the child's extracurricular activities, with both parties keeping in mind the best interest of the child.

- 7) NOTIFICATION OF ILLNESS OR ACCIDENT: In the event that the child becomes seriously ill or requires hospitalization due to an illness or accident, the party having the actual physical custody of the child at the time of such occurrence shall promptly notify the other party of such occurrence. Such notification shall include the nature of the illness or accident, the location of the child, and the name of the child's treating physician.

8) PROPRIETY:

Neither party shall in any way attempt to harass, harm, hinder, decrease, or destroy the natural love of the child for the other parent. Neither parent shall make disparaging remarks or otherwise speak badly of the other parent to another party, to, or in the presence of the child, and both parents shall make every effort to prevent others from doing so. Further, the parties shall strive to maintain harmonious relations for the benefit of the parties' child.

Neither party shall be under the influence of alcohol or drugs, during any visitation period, or when in the presence of the minor child.

The husband and wife shall encourage the children to love, respect, and honor the other parent and neither of them shall alienate or attempt to alienate or diminish the

20200608000229590 06/08/2020 10:02:53 AM MORTAMEN  
18/25

affection of their children for the other parent, or disparage or allow others to disparage the other parent to, or in the presence of the children. The parties shall see to it that the designations of "Father" and "Mother", or their equivalents, shall be used by the children only to refer to the parties hereto, and to no other persons. Neither party shall allow any third parties to use such designations when referring to the relationship between the children and third parties.

Neither party shall engage in any activity that places the child/children in danger or at risk of harm, or is contrary to the Laws of the State of Alabama. Furthermore the child must have a safe and stable environment. Each parent shall keep the other informed on a current basis as to the primary residence address and telephone number where the child resides or visits.

- 9) **TELEPHONE ACCESS.** Each party shall have reasonable telephone access with the minor child while in the physical control of the other parent. The child shall also have reasonable telephone access to both parents at all reasonable times. Each party shall provide the other party with the address and telephone number where the minor child may be located during their respective visitation periods.
- 10) **NOTICE.** Except as provided with respect to the extended summer time visitation period specified hereinabove, no advance notice shall be required of the parent exercising his or her visitation period. However, each party shall notify the other party, as soon as practicable, if that party is unable to visit with the child at the scheduled time and place.
- 11) **THE CHILD'S ACTIVITIES.** Neither party shall schedule activities for the minor child which will preclude the other party from having the child with him or her at the times and places set forth hereinabove. In the event that it is necessary to schedule activities for the child, the parties shall jointly confer and shall make joint decisions concerning those activities as much as possible, and it shall be the responsibility of the party who is exercising his or her custodial/visitation period to transport the child to those activities. The scheduling of activities shall not be utilized to deprive either party of any custodial/visitation periods.
- 12) **ACCESS TO INFORMATION.** Both parties shall have access to information concerning the child, including, but not limited to, medical, dental and hospital records, school records, report cards, and any other information concerning the parties' minor child.
- 13) **COUNSELING.** Neither party shall discuss the marriage, the breakdown of the marriage, or any other issues related to post-divorce issues with the child unless by agreement of both parties.



20200608000229590 06/08/2020 10:02:53 AM MORTAMEN  
19/25

- 14) Neither party shall have an unrelated member of the opposite sex that is not related by marriage or blood overnight while the child is in their care, custody, and control.

**ALABAMA RELOCATION ACT**

15) Alabama law requires each party in this action who has either custody of or the right of visitation with a child to notify other parties who have custody of or the right of visitation with the child of any change in his or her address or telephone number, or both, and of any change or proposed change of principal residence and telephone number or numbers of a child. This is a continuing duty and remains in effect as to each child subject to the custody or visitation provisions of this decree until such child reaches the age of majority or becomes emancipated and for so long as you are entitled to custody of or visitation with a child covered by this order. If there is to be a change of principal residence by you or by a child subject to the custody or visitation provisions of this order, you must provide the following information to each other person who has custody or visitation rights under this decree as follows:

- (1) The intended new residence, including the specific street address, if known.
- (2) The mailing address, if not the same as the street address.
- (3) The telephone number or numbers at such residence, if known.
- (4) If applicable, the name, address, and telephone number of the school to be attended by the child, if known.
- (5) The date of the intended change of principal residence of a child.
- (6) A statement of the specific reasons for the proposed change of principal residence of a child, if applicable.
- (7) A proposal for a revised schedule of custody of or visitation with a child, if any.
- (8) Unless you are a member of the Armed Forces of the United States of America and are being transferred or relocated pursuant to a non-voluntary order of the government, a warning to the non-relocating person that an objection to the relocation must be made within 30 days of receipt of the notice or the relocation will be permitted.

You must give notice by certified mail of the proposed change of principal residence on or before the 45th day before a proposed change of principal residence. If you do not know and cannot reasonably become aware of such information in sufficient

20200608000229590 06/08/2020 10:02:53 AM MORTAMEN  
20/25

time to provide a 45-day notice, you must give such notice by certified mail not later than the 10th day after the date that you obtain such information.

Your failure to notify other parties entitled to notice of your intent to change the principal residence of a child may be taken into account in a modification of the custody of or visitation with the child.

If you, as the non-relocating party, do not commence an action seeking a temporary or permanent order to prevent the change of principal residence of a child within 30 days after receipt of notice of the intent to change the principal residence of the child, the change of principal residence is authorized.

#### **CHILD SUPPORT**

6. The Defendant shall pay to the Plaintiff the sum of \$850.50 per month to be paid on or before the 28<sup>th</sup> day of each month, beginning on January 28, 2019, for child support. The award of child support made herein WAS determined by application of the Child Support Guidelines established by Rule 32 A.R.J.A. A copy of the guideline forms have been filed herein and are made a part of the record in this cause.

"ORDER OF CONTINUING INCOME WITHHOLDING FOR SUPPORT" pursuant to the Code of Alabama 1975, Title 30-3-60, et seq., will be issued by the Court granting the Final Decree in this cause; however, both parties further understand and agree that it SHALL be served upon Husband's employer immediately.

#### **HEALTH INSURANCE**

7. The Plaintiff currently provides medical insurance for the use and benefit of the children.
8. That each party shall be responsible for paying one-half (50%) of all reasonable and necessary medical expenses, including but not limited to doctor, hospital, medical, prescription drug, dental, orthodontic, psychiatric, optical, or other medically-related expenses for the minor child/children, which are not covered by insurance coverage until said child/children reaches the age of majority, marries or otherwise becomes self-supporting.

#### **DEFENDANT'S OBLIGATIONS**

9. The Defendant's obligation for the payment of child support under this Agreement shall terminate as to the child reaching the age of nineteen, marrying, becoming self-supporting, dying, or as otherwise provided by law.



20200608000229590 06/08/2020 10:02:53 AM MORTAMEN  
21/25

#### MARITAL RESIDENCE

10. The Plaintiff is hereby awarded all right, title, interest, and exclusive possession of the marital residence located at 199 Apricot Lane, Calera, AL 35040 and shall be solely responsible for and pay the mortgage, taxes, fees as each payment becomes due and shall indemnify and hold the Defendant harmless therefrom. The Plaintiff shall have full interest in any and all rents paid from said property. Any right of survivorship hereby previously granted in said property is terminated. The Plaintiff shall refinance the mortgage solely in her name and remove the Defendant from any liability on the current note once a decree of divorce is entered in this case. The Defendant shall execute any and all documents, including a quit claim deed if necessary, to further the purpose of conveying to the Plaintiff all of his right, title, and interest in said real estate. To the extent that this property is encumbered, the Plaintiff shall indemnify and hold Defendant harmless from any such indebtedness or encumbrance.

#### PERSONAL PROPERTY

11. The personal property acquired during the marriage has been previously divided between the parties. The parties hereby agree that each party is awarded any and all personal property currently in his or her possession and that the other party is divested of any interest therein.
12. The Plaintiff is hereby awarded all right, title and interest in the 2002 Toyota RAV4 and the Defendant is divested of any and all interest therein. To the extent that any such asset is encumbered, the Plaintiff shall indemnify and hold the Defendant harmless from any such indebtedness or encumbrance.
13. The Defendant is hereby awarded all right, title and interest in the 2017 Honda Civic and the Plaintiff is divested of any and all interest therein. To the extent that any such asset is encumbered, the Defendant shall indemnify and hold the Plaintiff harmless from any such indebtedness or encumbrance.

#### BANK ACCOUNTS

14. The Plaintiff shall retain sole possession of and title to any and all funds held in any and all bank accounts established in her individual name at the time of the execution

20200608000229590 06/08/2020 10:02:53 AM MORTAMEN  
22/25

of this Agreement and the Defendant is hereby divested of any and all claims which he may have thereto.

15. The Defendant shall retain sole possession of and title to any and all funds held in any and all bank accounts established in his individual name at the time of the execution of this Agreement and the Plaintiff is hereby divested of any and all claims which she may have thereto.

16. Furthermore, both parties shall take any and all actions to remove each other's names from any joint accounts.

**RETIREMENT/ANNUITY/INVESTMENT ACCOUNT/PENSION/INSURANCE**

17. Unless otherwise awarded in this settlement agreement, neither party claims any interest in the other party's retirement account(s), annuity account(s), investment account(s), insurance account(s), or pension fund(s).

**DEBTS**

18. The Plaintiff shall be responsible for the payment of all remaining outstanding indebtedness owed solely in her name, including the two Capital One accounts, Discover card, and the Target Card, and shall indemnify and hold the Defendant harmless from any liability thereon. The Plaintiff shall be responsible for any and all remaining debts listed solely in her name, and shall indemnify and hold the Defendant harmless from any liability thereon.

19. The Defendant shall be responsible for the payment of the remaining outstanding indebtedness owed held solely in his name, including the Discover Card and the Capital One card and shall indemnify and hold the Plaintiff harmless from any liability thereon. The Defendant shall be responsible for any and all remaining debts listed solely in his name, and shall indemnify and hold the Plaintiff harmless from any liability thereon.

20. Each party shall indemnify and hold the other party harmless from paying any debt the other party is ordered herein to pay and any debts not listed above.

**INCOME TAX**

21. The Defendant shall claim the minor child, Jackson Paul Leigh, as a dependent in each year thereafter for income tax purposes. The Plaintiff shall claim the minor child, Tony Samuel Leigh, as a dependent in each year thereafter for income tax purposes.

**ALIMONY**

22. Each party waives the right to alimony in gross or lump sum alimony from the other party.

20200608000229590 06/08/2020 10:02:53 AM MORTAMEN  
23/25

**MUTUAL RELEASE**

23. Neither party, in consideration of this Agreement, expressly releases the other party from any and all claims and demands, other than the provisions of this Agreement, for the settlement of property rights.

**ATTORNEY'S FEES**

24. Each party shall be responsible for the payment of their own attorney's fees (if any) for representation of their interest in this cause and the court costs associated therewith. The cost of this matter is taxed as paid.

**PARTIAL INVALIDITY**

25. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

**MODIFICATION OF AGREEMENT**

26. This Agreement contains all of the terms and agreements of the parties and may not in any respect be altered or modified, except in writing by agreement of both parties or by a court of competent jurisdiction.

**ANNEXATION OF AGREEMENT**

27. The parties agree that this Agreement shall be annexed to the final decree of divorce and shall be a part of said final decree of divorce as though fully set out herein.

**NONCOMPLIANCE**

28. Should either party incur any expenses or legal fees as a result of the 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. No breach, waiver, or default of any terms of this Agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

**ACKNOWLEDGMENT AND APPROVAL OF PARTIES**

29. Each party hereto acknowledges that each of them is making this Agreement of his or her own free will and volition and acknowledges that no coercion, force, pressure, or undue influence has been used against either party in the making of this Agreement, either by the



20200608000229590 06/08/2020 10:02:53 AM MORTAMEN  
24/25

party hereto or by any other person or persons. The parties hereby further approve and acknowledge that they fully understand the terms, covenants and provisions of this Agreement and believes its terms to be fair, just and adequate, and voluntarily accepts such terms and conditions.

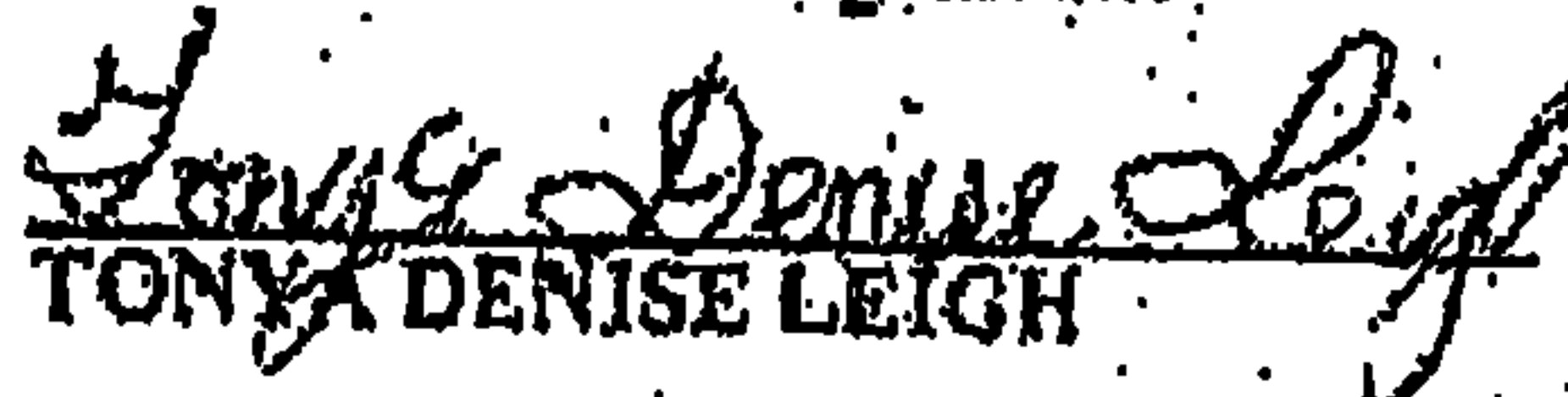
#### EFFECTIVE DATE

30. This Agreement shall become binding upon the parties and their respective legal representatives, successors, and assigns immediately following the granting of a divorce in a divorce proceedings instituted by either party, provided that the provisions of the Agreement are approved by the court in which said proceedings are instituted. In the absence of the granting of a Decree of Divorce and the approval of the Court, the provisions of the Agreement shall have no effect.

#### MISCELLANEOUS PROVISIONS

31. That each of the parties hereto shall, when and as requested by the other party, execute and deliver to such other party any and all documents, deeds, releases or conveyances necessary or convenient in order to execute the terms of this Agreement or transfer any rights in property in accordance with the terms of this Agreement.
32. That each party, in consideration of this Agreement, expressly releases the other party from any and all claims and demands, other than under the provisions of this Agreement.
33. That each party hereto acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this Agreement other than the representations set forth herein, and that this Agreement contains all the terms of the contract between the parties.
34. That each party hereto acknowledges that this Agreement has been entered into of his or her own volition, with full knowledge of the facts and full information as to the legal rights and liabilities of each, and that each believes the Agreement to be reasonable.

WHEREAS, the parties have executed this agreement in triplicate, by placing their signatures herein on the date so indicated by the individual acknowledgements.

  
TONYA DENISE LEIGH

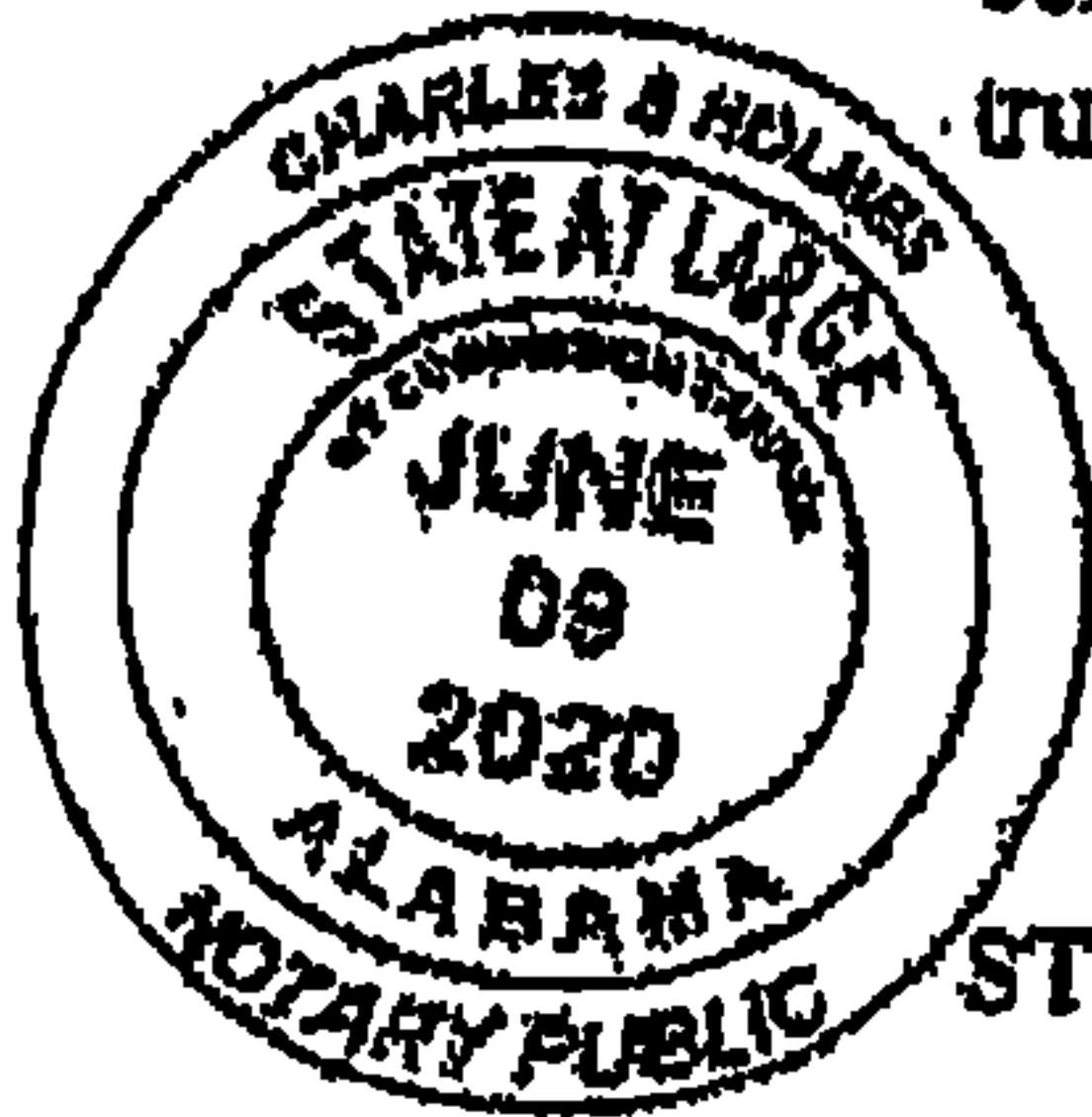
  
LARRY PAUL LEIGH



20200608000229590 , 06/08/2020 10:02:53 AM MORTAMEN  
25/25

STATE OF ALABAMA )  
COUNTY OF SHELBY )

Before me, the undersigned authority, a Notary Public in and for the State of Alabama at Large, personally appeared TONYA DENISE LEIGH, who is known to me, and who by me being first duly sworn, stated under oath that the facts and averments stated in the foregoing are true and correct and that she affixed her name to same in my presence.



Sworn to and subscribed before me on this the 11 day of January, 2019

Don O'Brien  
Notary Public

My Commission Expires: June 9 2020

STATE OF ALABAMA )  
COUNTY OF SHELBY )

Before me, the undersigned authority, a Notary Public in and for the State of Alabama at Large, personally appeared LARRY PAUL LEIGH, who is known to me, and who by me being first duly sworn, stated under oath that the facts and averments stated in the foregoing are true and correct and that he affixed his name to same in my presence.

Sworn to and subscribed before me on this the 11 day of January, 2019



Don O'Brien  
Notary Public

My Commission Expires: June 9 2020

STEVEN A. HARRIS [FAR298]  
Attorney for Plaintiff -  
4000 Eagle Point Corporate Drive  
Birmingham, AL 35242



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
06/08/2020 10:02:53 AM  
\$238.25 CHERRY  
20200608000229590

Allen S. Beyl