

WALL LAWRENCE E,
Plaintiff,

V.

Case No.: DR-2021-900417.00

**WALL PAULA HABEEB,
Defendant.**



20220512000195460 1/15 \$64.00
Shelby Cnty Judge of Probate, AL
05/12/2022 01:03:03 PM FILED/CERT

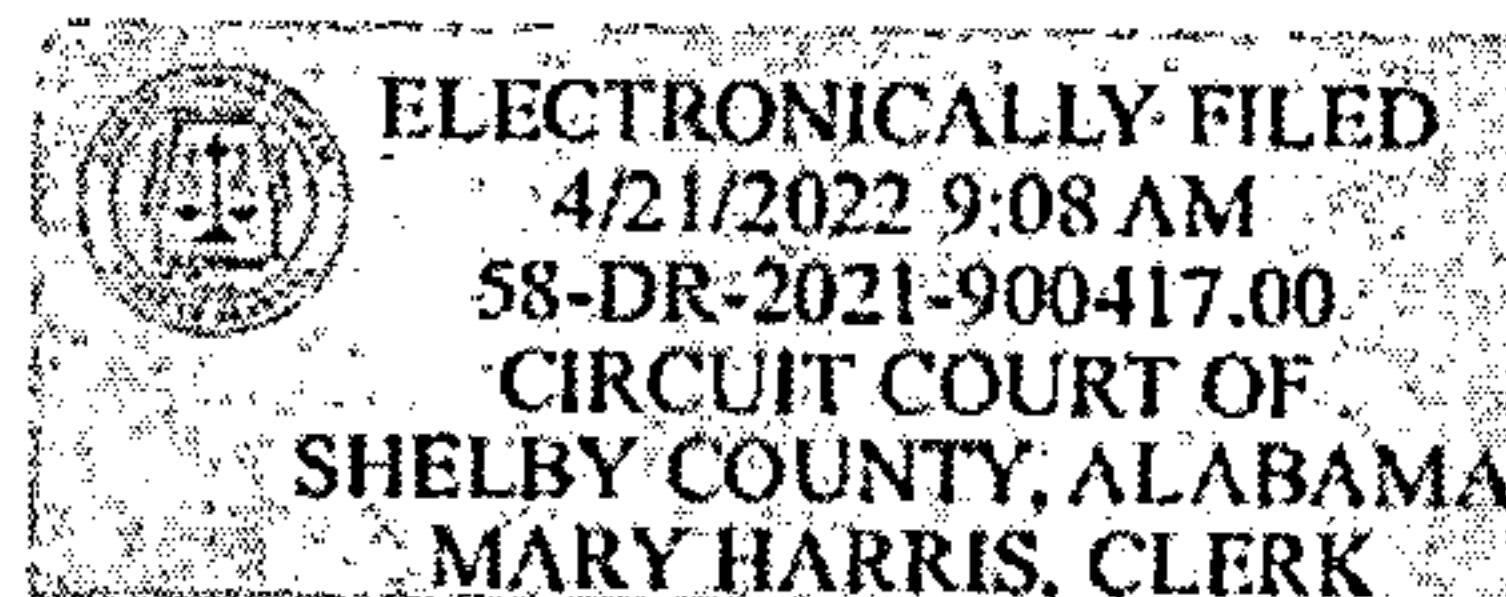
THIS CAUSE, coming on to be heard, was submitted for final judgment upon the pleadings and proof. Upon consideration thereof, it is **ORDERED, ADJUDGED** and **DECREED** by the Court as follows:

FIRST: The bonds of matrimony heretofore existing between the parties are dissolved and the said Plaintiff, **LAWRENCE E. WALL**, and said Defendant, **PAULA HABEEB WALL**, are divorced each from the other.

SECOND: 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.

THIRD: The Agreement of the Parties bearing the following filing stamp:

DOCUMENT 56



is hereby ratified and approved and made a part of this decree the same as if fully set out herein and the parties to this cause are ordered to comply therewith.

FOURTH: Costs are taxed as paid.

DONE this 2nd day of May, 2022.

/s/ GEORGE C. SIMPSON
CIRCUIT JUDGE

Certified a true and correct copy

5-12-2022

Mary H. Hannon RHB
Mary H. Hannon, Circuit Clerk
Shelby County, Alabama

ELECTRONICALLY FILED
4/21/2022 9:08 AM
58-DR-2021-900417.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

20220512000195460 2/15 \$64.00
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05/12/2022 01:03:03 PM FILED/CERT

IN RE: THE MARRIAGE OF:) IN THE CIRCUIT COURT OF
LAWRENCE E. WALL,) SHELBY COUNTY, ALABAMA
PLAINTIFF,)
VS.) CASE NO: 58-DR-2021-900417
PAULA HABEEB WALL,) IN EQUITY
DEFENDANT.)

AGREEMENT

THIS AGREEMENT made this day by and between LAWRENCE E. WALL (hereinafter referred to as Husband) and PAULA HABEEB WALL (hereinafter referred to as Wife), WITNESSETH:

WHEREAS, the Husband and Wife are married to each other, but have ceased living together as man and wife because of marital differences; and,

WHEREAS, the Husband has filed or anticipates filing a Complaint for divorce in the Circuit Court Tenth Judicial Circuit of Alabama; and,

WHEREAS, the parties consider it to their best interests to settle between them now and forever their respective rights as to alimony, property rights, inheritance rights and all other rights of 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 every kind, nature and description, real, personal or mixed, now owned by either of them.

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

1. INCORPORATION INTO DECREE

In the event a Final Judgment of Divorce is entered in this cause, it is agreed that this Agreement shall be incorporated in said decree by reference thereto, subject to the approval of the Court; and it shall be binding and conclusive on the parties. In the event a Divorce Decree is not entered by the Court, this Agreement shall be enforceable as a contract between the parties.

2. EXECUTION OF DOCUMENTS

Husband and Wife both agree to execute any and all necessary instruments or documents to affect the transfer of any and all property, including real or personal, as may hereinafter be provided for.

PAW
PAW

DOCUMENT 56

3. CREDIT

The parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases that either of them may make after this Agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other or upon any property subject to this Agreement. Each warrant that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

4. WAIVER

The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title, and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual, and all other rights by way of dower, homestead, exemption, alimony, or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions, or causes of action, except as to the obligations imposed by this Agreement or by the Court's decree, this being intended as full, final, and complete settlement of the property, marital, and other rights of the parties hereto. Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as may be set out by this Agreement herein, although they are aware of their spousal rights regarding any such pensions and retirement benefits. Each party's signature on this Agreement shall act as an express relinquishment of any claim or status provided to a surviving spouse under the terms of any retirement plan whether said retirement plan is deemed qualified or non-qualified.

5. ENTIRE AGREEMENT

This Agreement contains the entire understanding and Agreement between the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character, and value of the other's estate. The law of the State of Alabama shall govern this Agreement in all respects.

6. NON-DISCHARGEABILITY

With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final settlement for both parties.

[Handwritten signatures]

7. VOLUNTARY EXECUTION

Each party acknowledges that this Agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this Agreement. Each party acknowledges that no representation of any kind has been made to him or her as an inducement to enter into this Agreement, other than the representations set forth herein.

8. MODIFICATION

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement, and approved by the Court, if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

9. PRIOR TAX LIABILITIES

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

10. SURVIVORSHIP AND BENEFICIARIES

In the event either party inadvertently fails to execute and submit change of beneficiary forms or terminate and/or cancel any survivorship clauses relating to any real or personal property documents, life insurance policies, annuities, retirement accounts, stocks, bonds, and any and all other types of policies, account or contracts of any kind whatsoever, this Agreement of the Parties shall act as a change of beneficiary form, deleting the other party herein; or this Agreement of the Parties shall be accepted and/or substituted for the execution of any necessary forms or documents for the termination of survivorship clauses on any jointly-owned property, insurance policies, annuities, accounts, contracts, retirement accounts, stocks, bonds, etc., except as to real and personal property, insurance policies, annuities and/or contracts which have been hereinabove addressed and/or divided under the terms and provisions of this Agreement of the Parties. Any funds contemplated in this paragraph wrongly received by either party in contravention of the terms and intent of this Agreement shall be paid over to the personal representative of the deceased spouse.

[Handwritten signature]
JEW

11. WAIVER OF BENEFICIARY STATUS

Each party waives any beneficiary interest that he or she may have in any life insurance policies, annuities, brokerage accounts, pay-on-death bank accounts, interests and trusts established by the other party, individual retirement accounts or other instruments containing a beneficiary designation that are owned, or were established, by the other party, except as provided to the contrary herein. The parties expressly intend this provision to operate as a waiver of beneficiary status, and the right to receive any funds, proceeds, death benefits, or other property interests, pursuant to that beneficiary status even-and especially- in the event that either party fails to remove the other as designated beneficiary of any of the referenced property or expectancy interests following the entry of the Court's decree except as provided to the contrary herein. In the event that such beneficiary proceeds are nevertheless received (for example, because a beneficiary designation was not effectively changed following Decree), then the party receiving the related proceeds shall immediately return all such payments to the other party (or, where applicable, the other party's estate).

12. REAL ESTATE

The real estate located at 360 Hillandell Drive, Hoover, Alabama 35244 shall be vested in the Wife. Husband is divested of any and all claims which he may have or make against the same. Husband shall execute and Quit Claim Deed to Wife upon her request and presentation of the same.

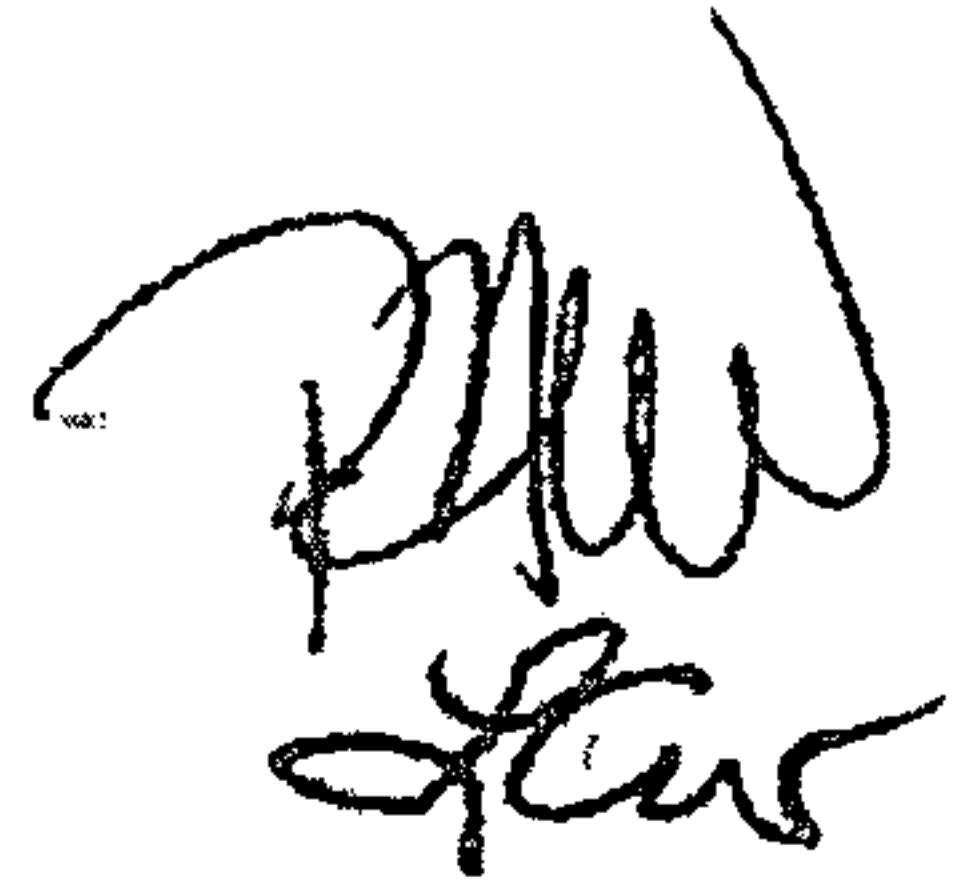
Wife shall timely pay the mortgage on the said real estate beginning February 1, 2022, and continuing until such time as she shall pay the mortgage indebtedness associated with the said real estate in full. Wife shall pay the indebtedness in full within 60 days of January 7, 2022. Wife shall indemnify the Husband and hold him harmless from any and all liabilities associated with said real estate.

The parties shall cooperate to transfer all utilities at the said home into Wife's sole name as of March 1, 2022.

For the month of February, 2022, Husband shall pay to Wife the sum of \$700.00 toward household expenses. Husband shall vacate the said home and realty no later than March 1, 2022.

13. HOUSEHOLD FURNITURE AND EFFECTS

The Husband shall receive and be vested with the items and things set forth and/or listed on Exhibit "A" which is hereto attached and incorporated herein. Wife shall be awarded all remaining household furniture and effects as her sole property and Husband is divested of any interest therein.



14. PERSONAL PROPERTY

Except as otherwise provided herein, all items of personal or real property currently in the Husband's name, possession, or belonging solely to him, (except as specifically referred to in this Marital Settlement Agreement), including without limitation, jewelry, cash, bank accounts, investments, trusts, securities, retirement plans, business interests, partnerships, insurance policies, and the like shall be his sole property, and the Wife hereby renounces any interest that she may have therein, including any beneficial interest.

Except as otherwise provided herein, all items of personal or real property currently in the Wife's name, possession, or belonging solely to her, (except as specifically referred to in this Marital Settlement Agreement), including without limitation, jewelry, cash bank accounts, investments, trusts, securities, retirement plans, business interests, partnerships, insurance policies, and the like shall be her sole property, and the Husband hereby renounces any interest that he may have therein, including any beneficial interest.

15. VEHICLES

The sole titles in and to the 1993 Mazda Miata and 2008 Honda CRV are hereby confirmed to Wife and Husband shall execute the necessary documents to Wife transferring his interest in said automobiles to Wife. Wife shall be responsible for the outstanding payments due thereon and shall hold Husband harmless and indemnify him for payment of same.

The sole title in and to the Honda Pilot automobile is hereby confirmed to Husband and Wife shall execute the necessary documents to Husband transferring her interest in said automobile to Husband. Husband shall be responsible for the outstanding payments due thereon and shall hold Wife harmless and indemnify her for payment of same.

16. HEALTH INSURANCE

Wife shall be vested with the parties' current policy of health insurance. Wife shall be solely liable to pay the premiums associated therewith. Husband shall remain covered under said policy until March 1, 2022, at which time his coverage shall terminate. He shall pay to Wife the sum of \$550.00 for coverage for the month of February, 2022. The parties agree to file all documents necessary to conclude this action for divorce no sooner than March 1, 2022.

17. DEBTS

That the parties have a joint Regions Money Market account with the approximate balance of \$30,000.00. The Husband shall pay the parties' credit card balances in full, as of December 27, 2021, in full with the funds in said amount. After payment of the credit card balances referred to herein, the parties shall equally divide any funds left after satisfaction

Lawrence E. Wall
Paula Habeeb Wall



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of the balances due on the credit cards.

Except as otherwise provided herein, each party shall pay his or her own debts and shall hold the other party harmless and indemnify him or her for payment of same.

18. FINANCIAL ACCOUNTS

Except as otherwise provided herein, each party shall be awarded sole title in and to the financial accounts, bank accounts, savings accounts, pension and/or retirement accounts currently in his or her and the other is divested of any interest therein.

The joint Regions checking account shall be used to pay the household expenses through January, 2022. The joint account at PNC Bank, with an approximate balance of \$900.00 shall be vested in the Wife. The parties' joint portfolio account, approximate balance of \$20,000.00, shall be vested in the Wife, and Husband shall be divested of any interest he may have or claim in or to said account.

19. RETIREMENT/THRIFT ACCOUNTS

Except as otherwise provided herein, Wife is vested with all of her retirement accounts of whatever designation.

Husband shall transfer the Roth IRA account, last four digits 1685, to Wife within 30 days of entry of Final Judgment of Divorce in this cause.

The Husband hereby agrees and acknowledges that he has not withdrawn, diminished or encumbered said account since the date of the filing of the Complaint for Divorce and shall not withdraw, diminish or encumber said account prior to Wife receiving this account. The transfer of this account shall be accomplished by Trustee to Trustee transfer, if appropriate, or via QDRO, if required by the Plan Administrator. The Court shall specifically retain jurisdiction to enter QDRO orders and/or other Orders that may be required to effectuate the transfer of retirement funds as set forth herein.

Except as otherwise provided herein, Husband is vested with all of his retirement accounts of whatever designation.

20. ALIMONY

Neither party shall pay periodic or rehabilitative alimony to the other party, and each hereby waives the same.

21. PROPERTY SETTLEMENT

Husband shall pay to Wife the sum of \$2,000.00 per month, beginning February 1,

2022, for a period of 60 months, as a property settlement in this cause.

22. INHERITANCE

The Husband hereby waives any right, title and interest in the inheritance Wife received upon the death of her mother

22. BUSINESS INTEREST

The Wife hereby waives any right, title and interest she may have, now or in the future, in Husband's business known as WealthArc Advisors.

23. BRYSON'S LIFE INSURANCE AND 529

Husband shall be solely liable and responsible to pay the premiums associated with the life insurance policy on the parties' son. Neither party shall use any benefit or cash value of said policy. Wife shall be given access to view the policy, details and activity on the portal associated with the policy. The policy of insurance and the cash value therein shall be transferred by Husband to the son on the son's 24th birthday.

The 529 established for the parties' son shall become the sole property of the son upon son's reaching the age of 26. Until that time, neither party shall use any benefit or make any withdrawal of any type from the said 529 account. Husband shall provide copies of statements on said account, as received, to the Wife.

24. JOINT TAX FILING

The parties agree that they shall fully cooperate and file state and federal tax returns jointly for tax year 2021. The Husband shall pay any tax which is due.

25. ATTORNEY FEES AND COURT COSTS

Each party shall be responsible for the payment of his or her own attorney fees incurred herein.

All costs of court incurred herein shall be taxed as paid.

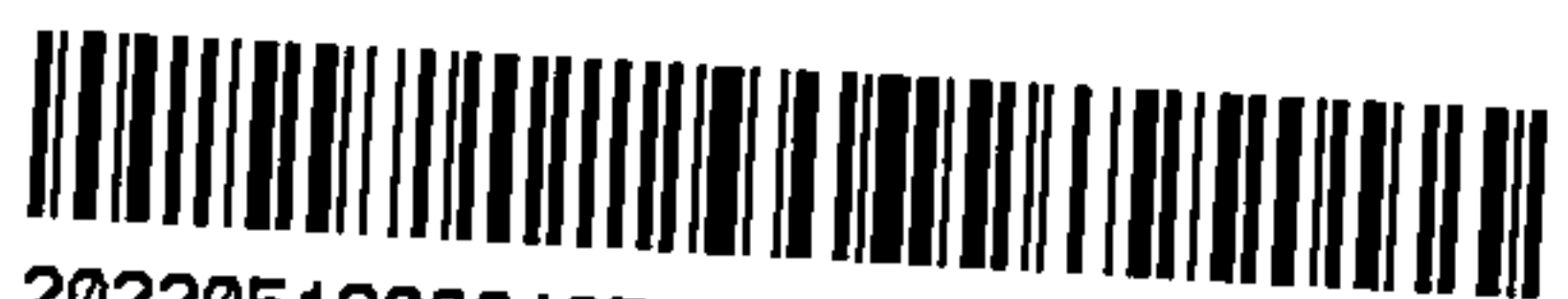
EXECUTED this 7th day of January, 2022.

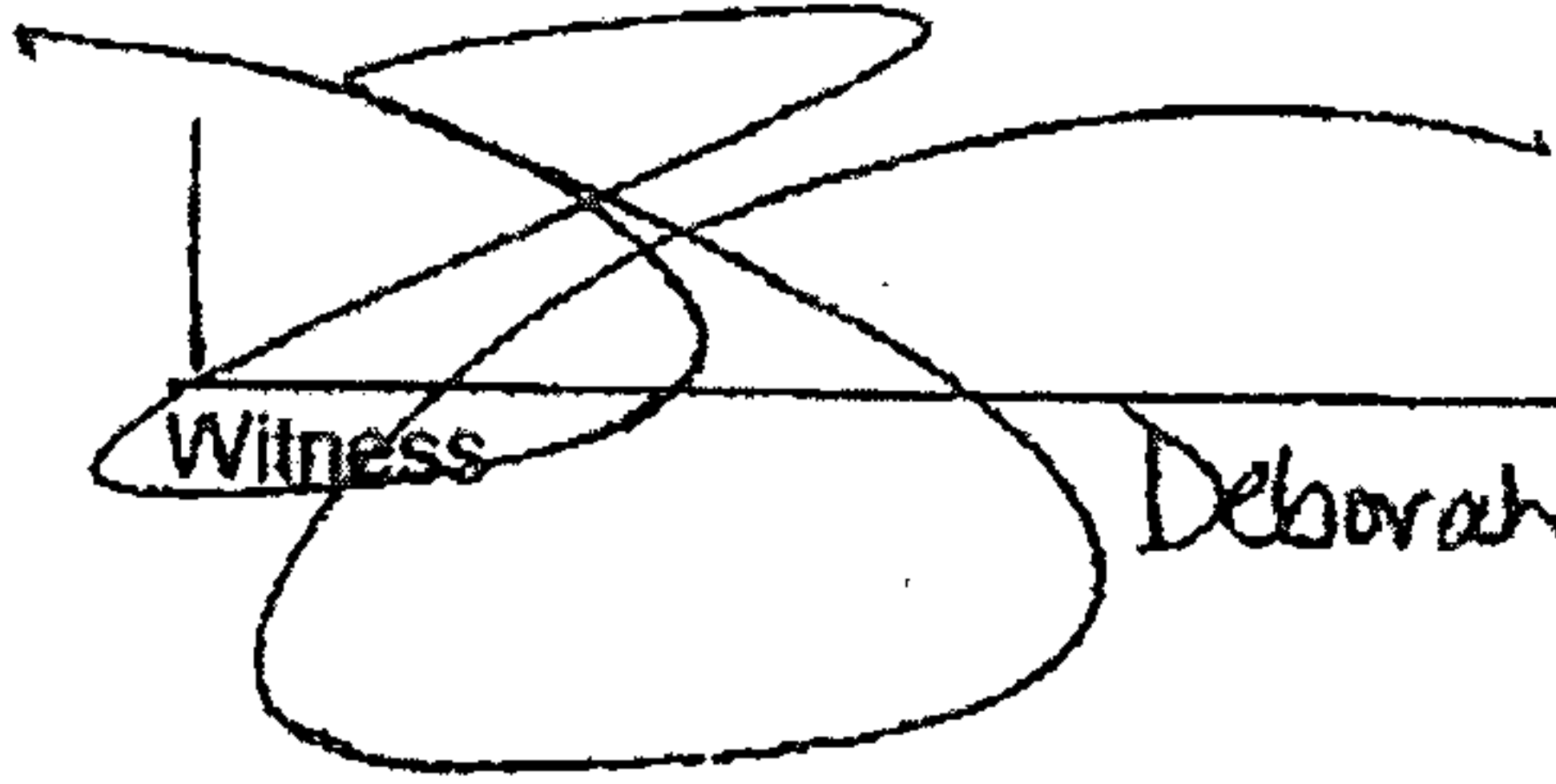
Witness

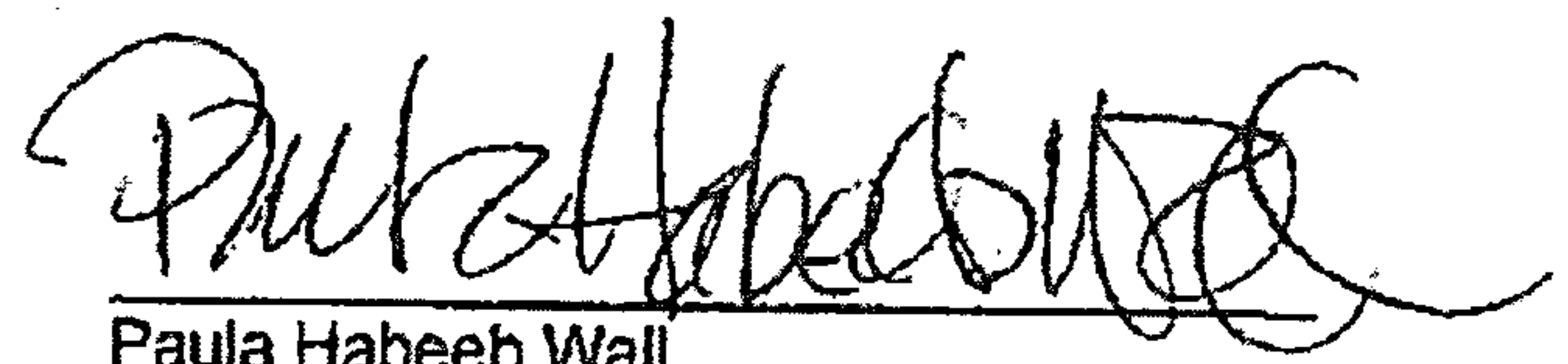
Lawrence E. Wall,
Husband and Plaintiff

[Handwritten signature]

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Witness
Deborah Gregory


Paula Habeeb Wall
Wife and Defendant

DOCUMENT 56

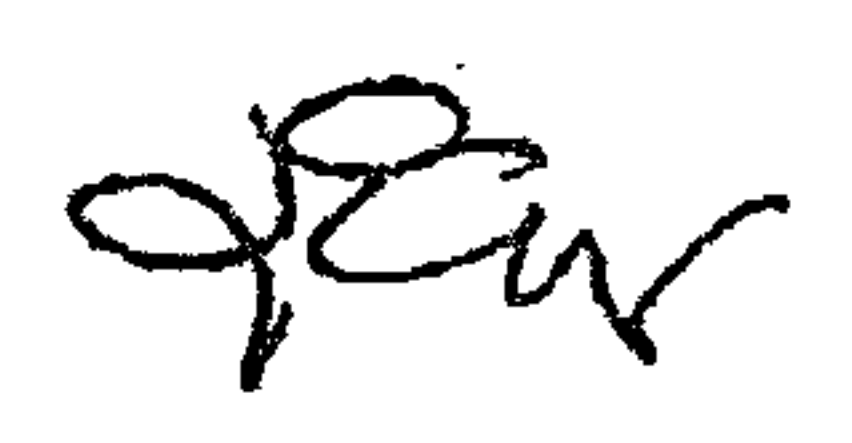


Exhibit A

PERSONAL ITEMS WANTED



Hall Table

Mantel Clock



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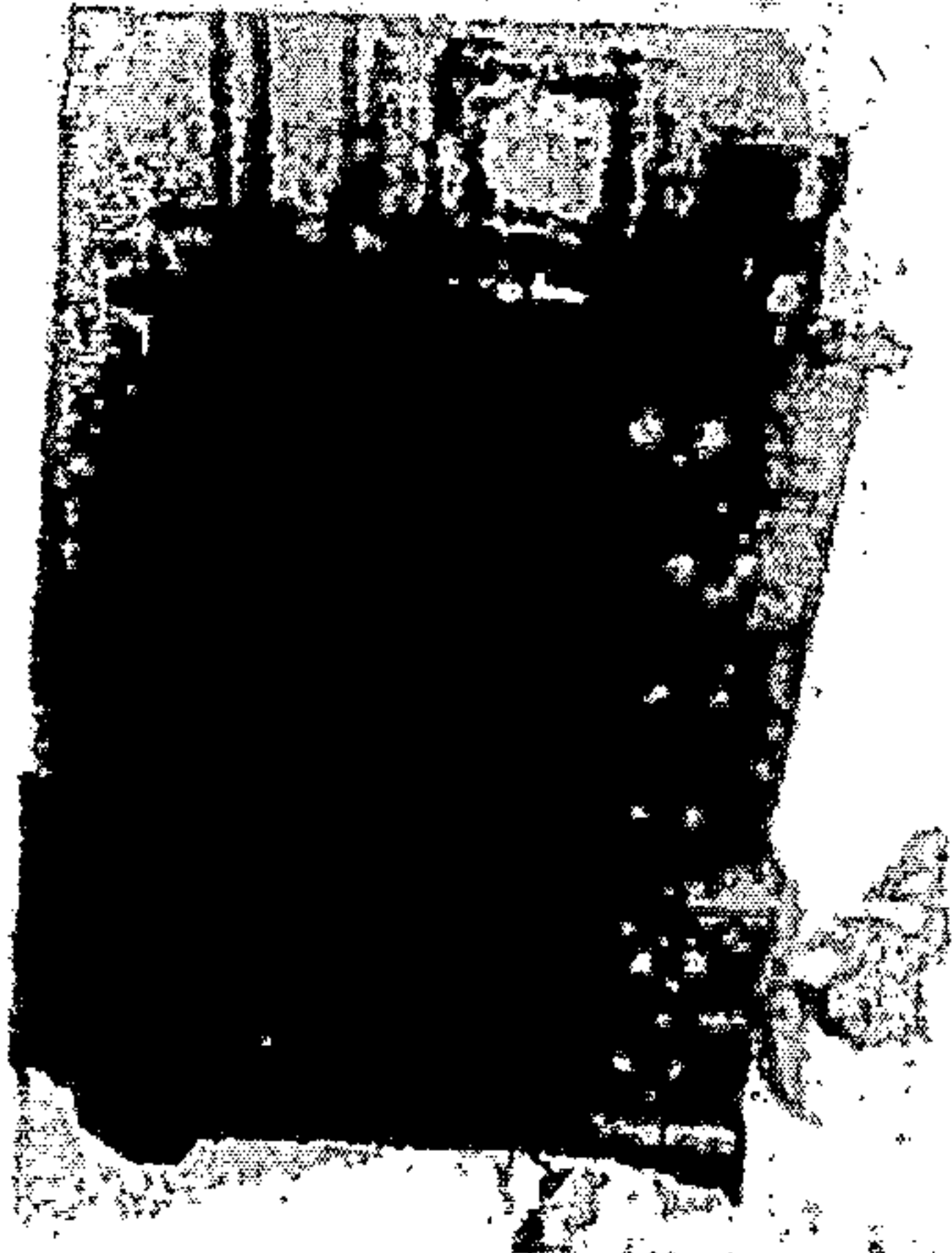
Four pollster hand-carved mahogany rice bed



Dresser with mirror

•And two lamps

Law
RHW



Chest of Drawers



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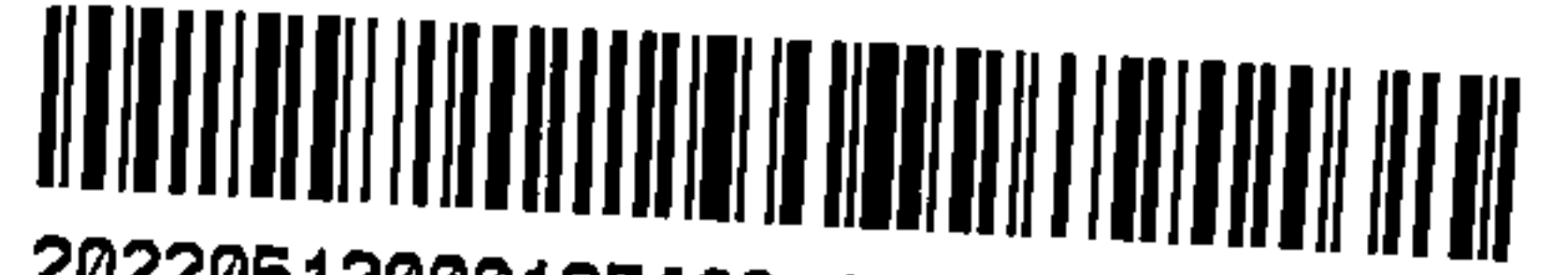


First of matching nightstands

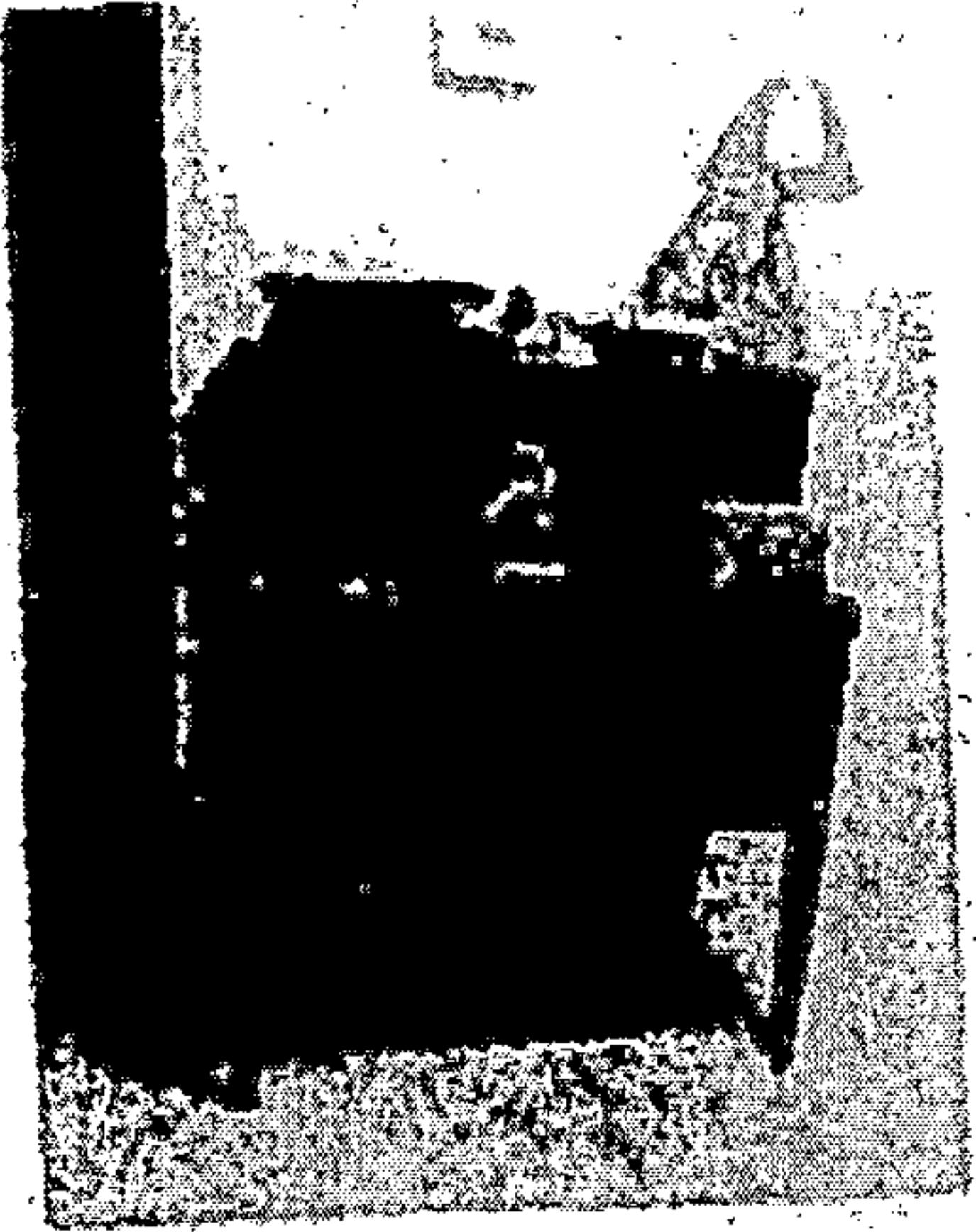


Second of matching nightstands

Seas
PHW



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antique writing desk (inherited)



Stickley entertainment cabinet, but not TV,
but TV of his choice downstairs

Handwritten signature:
J. C. W.



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• Ya [REDACTED]

- Personal collection of C/Ds and vinyl albums

→ to go to owner



E [REDACTED]



China cabinet, but not contents

2/2/22
JHW



Dining room Table with leaf

- 6 Regular chairs and 2 armed chairs

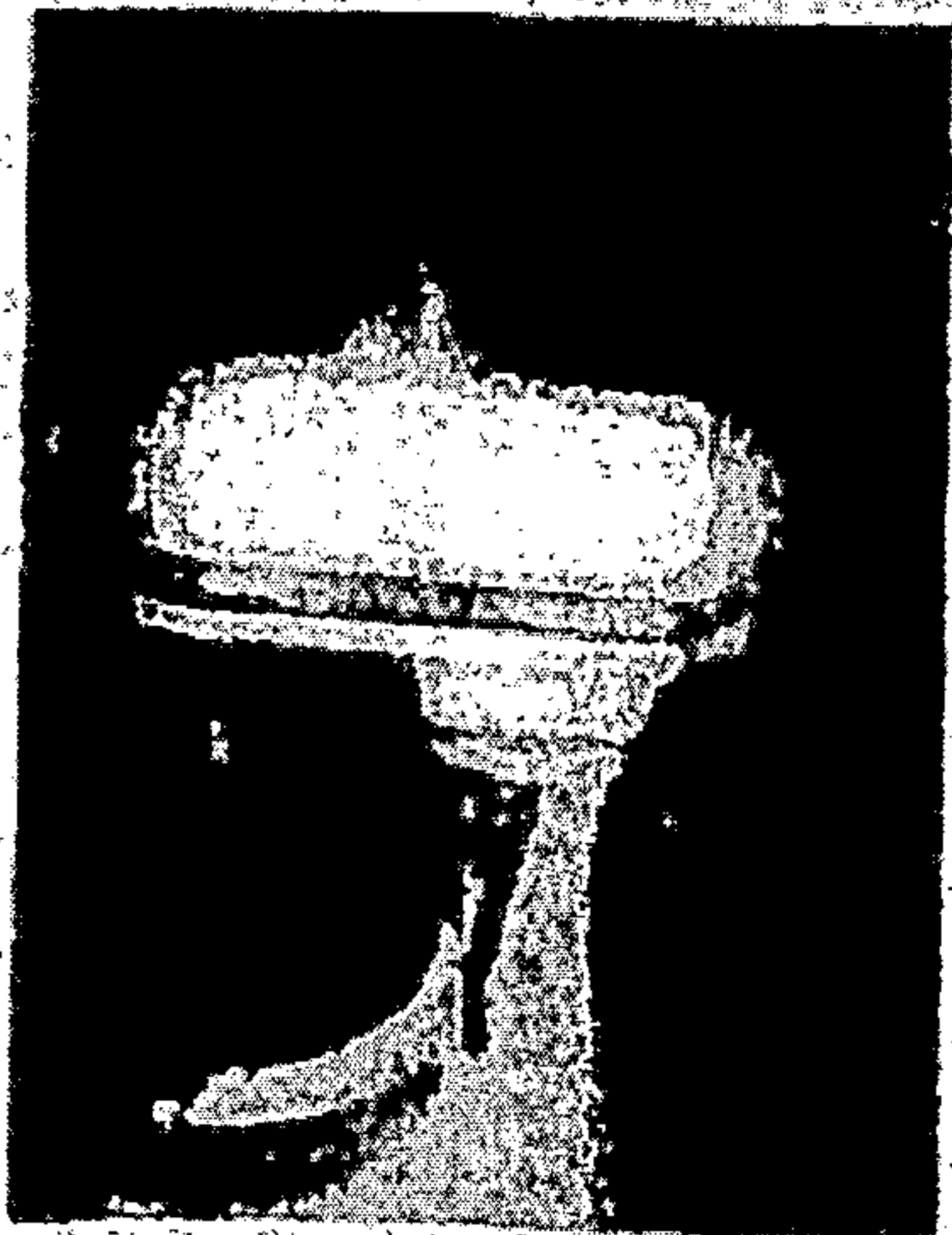


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Kitchen Items



Pine butcher block (personally made)



- [REDACTED]
- Chinese Wok and cooking utensils (acquired pre-marriage)
- Set of White stoneware plates, bowls, and cups acquired during marriage in Williamsburg
- [REDACTED] 1 set of drinking wear (glasses)
- Various personal mugs

SPW
DHW

Recreational Equipment, *son's vested in son*

- Trek Road Bike
- Sunsei Mountain Bike
- Osprey Backpack
- Big Agnes sleeping bag
- Trek hiking poles (2)
- Salomon hiking boots
- All Camping accessories
- Hatteras Hammock (1) *1 each*
- Existing clothes and accessories
- All personal items relating to Boy Scouts



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Tools and Accessories

- Craftsman Work Bench – Including hand tools personally acquired during marriage (none from father-in-law)
- Black & Decker Workmate
- All existing power tools
- Round head shovel
- Claw style rake

*Wife to keep basic hand + power tools
see ~~woodworking tools~~ *Tools to Husband.**

- ~~Craftsman Work Bench~~ *to be sold*

*He keeps his office furniture + her chair in
office, + misc. Kitchen items brought into
marriage + TV in master bedroom.*

This includes office equipment.

*John
PHW*