

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
DOMESTIC RELATIONS DIVISION



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Nanaline Nichole Davis,

PLAINTIFF,

VS.

Harry Gerald Rotter, II,

DEFENDANT.

CIVIL ACTION NO.: DR-2019-900742

AGREEMENT OF THE PARTIES

This Agreement made and entered into this 29th day of January, 2024, by and between Nanaline Nichole Davis (hereinafter referred to as "Wife") and Harry Gerald Rotter, II (hereinafter referred to as "Husband").

WITNESSETH

WHEREAS, the parties have been Husband and Wife since to-wit, October 3, 2013;
and

WHEREAS, in consequence of irreconcilable differences, the parties have separated and are now living separate and apart and intend to live separate and apart for the rest of their lives; and

WHEREAS, the parties consider it to be in their best interests to settle all issues regarding their respective rights as to property rights, dower rights, inheritance rights, support and maintenance, and all other rights of property otherwise growing out of the marriage relationship existing between them, and which either of them has or may hereafter

AND

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Shelby Cnty Judge of Probate, AL
01/30/2024 12:04:44 PM FILED/CERT

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 consideration herein expressed, the parties hereto agree as follows:

INCORPORATION INTO DECREE

1. That in the event a Final Judgment of Divorce is entered in this cause, then 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.

EXECUTION OF DOCUMENTS

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

CREDIT

3. The parties hereto agree that unless otherwise agreed 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 warrants that there are no charges on the other's credit that have not been

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Shelby Cnty Judge of Probate, AL
01/30/2024 12:04:44 PM FILED/CERT

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.

WAIVER

4. 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 do 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 parties' 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.

ENTIRE AGREEMENT

Page 3 of 13
Rotter v. Rotter
Agreement

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20240130000023840 4/15 \$64.00
Shelby Cnty Judge of Probate, AL
01/30/2024 12:04:44 PM FILED/CERT

5. 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.

NON-DISCHARGEABILITY

6. 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 financial support settlement for both parties.

SEVERANCE

7. Should the Court hold that any portion of this Agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the Agreement or modified as the Court shall order.

VOLUNTARY EXECUTION

8. 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

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Shelby Cnty Judge of Probate, AL
01/30/2024 12:04:44 PM FILED/CERT

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.

MODIFICATION

9. 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.

PRIOR TAX LIABILITIES

10. 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 borne by the responsible party based upon whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties, and if so, to what extent. Husband and Wife each represent and warrant to the other that all federal and state 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.

SURVIVORSHIP AND BENEFICIARIES

11. 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



20240130000023840 6/15 \$64.00
Shelby Cnty Judge of Probate, AL
01/30/2024 12:04:44 PM FILED/CERT

personal property documents, life insurance policies, annuities, stocks, bonds, and any and all other types of policies, account or contracts of any kind whatsoever, this Agreement of the Parties shall be accepted 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, 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.

REAL ESTATE: MARITAL RESIDENCE

12. The following is a full, final, equitable and complete property division between Husband and Wife. All property transfers under this divorce agreement, whether in cash or in kind, are intended to be nontaxable events under IRS Code Section 1041. Cash payments that are part of a division of property are to be treated as non-alimony under IRS Code Section 71(b)(1)(B).

13. The property located at 2701 Indian Crest Drive, Indian Springs, Alabama 35124, is awarded to the Wife and the Wife shall have exclusive use and control of same immediately upon signing of this Agreement. The Husband shall execute a Quit Claim Deed simultaneously with the execution of this Agreement thereby divesting himself of any right title and interest in and to said subject property. The marital residence has a mortgage associated with same which is currently in the name of both the Husband and Wife. The Wife shall be solely responsible for payment of said mortgage and shall indemnify and hold the

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Shelby Cnty Judge of Probate, AL
01/30/2024 12:04:44 PM FILED/CERT

Husband harmless from same. The Wife shall make timely payments on said mortgage and shall not cause the Husband's credit to be negatively affected. The Wife shall refinance said mortgage associated with 2701 Indian Crest Drive, Indian Springs, Alabama within twelve (12) months from the date of the execution of this Agreement so that the Husband's name may be removed from same. The marital residence also has debt associated with same in the form of a HELOC with Synovus bank and which the balance is approximately One Hundred Thirty-Seven and no/100 Dollars (\$137,000.00). Neither the Husband nor the Wife shall take any steps to increase or draw funds from the HELOC with Synovus. The Wife shall make timely payments on said HELOC and shall not cause the Husband's credit to be negatively affected by same. The Wife shall satisfy the HELOC debt with Synovus within one hundred twenty (120) days so that the Husband's name may be removed from same. The marital residence also has a lien attached to same which is a result of a judgment entered against the parties former companies EZ Roof and EZ Restoration in the amount of approximately \$235,827.42 which the Wife shall be responsible for satisfying within one hundred and twenty days (120) of the execution of this Agreement. The Husband shall be financially responsible for the liens which are attached to the marital residence in Indian Springs from the Alabama Department of Revenue and filed in Shelby County Probate Court in the amount of \$7,651.80 (Lien Number 255413760) and Lien Number 565587456 in the amount of \$252.88 as well as a lien in the amount of \$13,403.08 which is a judgment out of the District Court of Montgomery County, Alabama and filed in Shelby County Probate Court as Instrument Number 2022010816. The Husband shall be responsible for payment of said above referenced liens owed to the Alabama Department of Revenue, and Alabama Home Builders Self Insurers Fund within one hundred twenty days of the execution of this Agreement. The Husband is not aware of any other liens

and

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Shelby Cnty Judge of Probate, AL
01/30/2024 12:04:44 PM FILED/CERT

attached to the marital residence located in Indian Springs. However, should there be any debt or liens associated with said property to which neither party is currently aware and which the Husband created either personally or through a business he owns or owned, the Husband shall be responsible for satisfying same and shall indemnify and hold the Wife harmless therefrom.

14. The residence which is the property located at 101 Ryan Court, Dauphin Island, Alabama 36528 is awarded to the Wife. The Husband shall execute a quit claim deed simultaneously with execution of this Agreement. There is a mortgage associated with said residence and the Wife shall be responsible for payment of said mortgage as of February 1, 2024 and shall indemnify and hold the husband harmless from same. The Wife shall refinance said debt associated with the residence at 101 Ryan Court, Dauphin Island, Alabama 36528 within one hundred twenty (120) days of the execution of this Agreement. The Husband shall vacate the residence at 101 Ryan Court, Dauphin Island, by February 19, 2024 and shall leave the residence in a clean condition. ^{The Husband shall provide wife with a} The Wife shall have the right to do a walk through of 101 Ryan Court for a period of one hour either on February 3 or February 4. A third party shall be present when the Wife does her walk through and same shall be coordinated through the parties and the third party. The Wife shall not be allowed to touch or remove any items at the 101 Ryan Court address. The Husband shall be awarded all of the contents of the residence at 101 Ryan Court, Dauphin Island, Alabama 36528. The Husband swears and verifies that he is not aware of any liens against property at 101 Ryan Court, Dauphin Island, Alabama. The Husband shall remove and/or change any business entities addresses which currently reflect either the 2701 Indian Crest Drive address or the 101 Ryan Court address within fifteen (15) days.

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protested
check
for
19 days
of
the
mortgage
payment
for
2/24
on or
before
2/19/24.

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Shelby Cnty Judge of Probate, AL
01/30/2024 12:04:44 PM FILED/CERT

ALIMONY

17. Both parties waive the issue of any and all alimony including but not limited to rehabilitative, periodic, and temporary alimony.

PERSONAL PROPERTY

19. The Wife shall receive any and all personal property at the marital residence located at 2701 Indian Crest Drive including but not limited to all of the "collectibles" which were purchased prior to divorce being filed except for the Exhibit A attached hereto which are personal property items which shall be awarded to the Husband. Any collectibles purchased on the Husband's account subsequent to the divorce being filed are awarded to the Husband. The Husband is awarded items attached here to as Exhibit A. Each party shall take possession of the personal property awarded to them ^{by February 19, 2024} ~~within thirty (30) days of the signing of this Agreement.~~ The Wife is awarded her sony camera.

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

21. Except as specified hereinabove, all items of personal or real property currently in the Wife's name or belonging solely to her, (except as specifically referred to in this Agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing

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20240130000023840 10/15 \$64.00
Shelby Cnty Judge of Probate, AL
01/30/2024 12:04:44 PM FILED/CERT

accessories, securities, retirement plans, business interests, partnerships, insurance policies, books and the like shall be her sole property, and the Husband hereby renounces any interest that he may have therein.

22. The Husband is awarded the vehicle currently in his possession and the Wife hereby relinquishes any interests therein. The Husband shall pay and be responsible for any outstanding indebtedness due on said vehicle currently in his possession and he shall further indemnify and hold the Wife harmless from any obligation thereon. The Husband shall solely be responsible for automobile insurance on said vehicle.

24. The Wife is awarded the Land Rover Valero currently in her possession and the Husband hereby relinquishes any interests therein. The Wife shall pay and be responsible for any outstanding indebtedness due on said automobile and she shall further indemnify and hold the Husband harmless from any obligation thereon. The Wife shall solely be responsible for automobile insurance on said vehicle.

ATTORNEY'S FEE / COURT COSTS

25. The parties shall each be responsible for their own attorney fees.

26. All costs of court accrued herein are taxed as paid.

DEBTS

27. The parties shall relinquish and terminate all joint credit cards, charge cards and accounts. The Husband shall be responsible for paying all credit cards which are in his name and Wife shall be responsible for paying all credit cards which are in her name except

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20240130000023840 11/15 \$64.00
Shelby Cnty Judge of Probate, AL
01/30/2024 12:04:44 PM FILED/CERT

as otherwise set out herein. The parties shall cooperate in transferring the utilities at the Dauphin Island house into the Wife's name and Husband shall execute any necessary documents in order to effectuate same.

28. Each party shall be responsible for and shall pay their own outstanding indebtedness not otherwise set out herein, and shall indemnify and hold each other harmless therefrom.

29. Each party warrants to the other that they have not incurred debts upon which the other party would be liable in any manner whatsoever which have not been disclosed. If there are any such unrevealed charges, the party making such charges shall be responsible for timely repayment of same.

30. Each party shall keep any account held individually in his or her respective name except as otherwise set out herein. The parties agree to close all joint accounts.

LAWSUIT

31. There is currently a lawsuit pending in the Circuit Court of Shelby County, Alabama wherein the Husband has been added and filed a third party defendant case against Precision Drywall in order to recoup funds from the sale of the business EZ Roof and EZ Restoration to Precision Drywall in case number CV-2020-900818.00. Should Mr. Rotter be awarded any proceeds from the above referenced lawsuit then Ms. Davis shall be entitled to one half (50%) of whatever is received by Mr. Rotter and her proceeds shall be paid to her within thirty (30) days of receipt. Ms. Davis may choose to be involved in said lawsuit and

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this provision allows gives the consent by Mr. Rotter for Ms. Davis to speak with the attorneys involved in same.

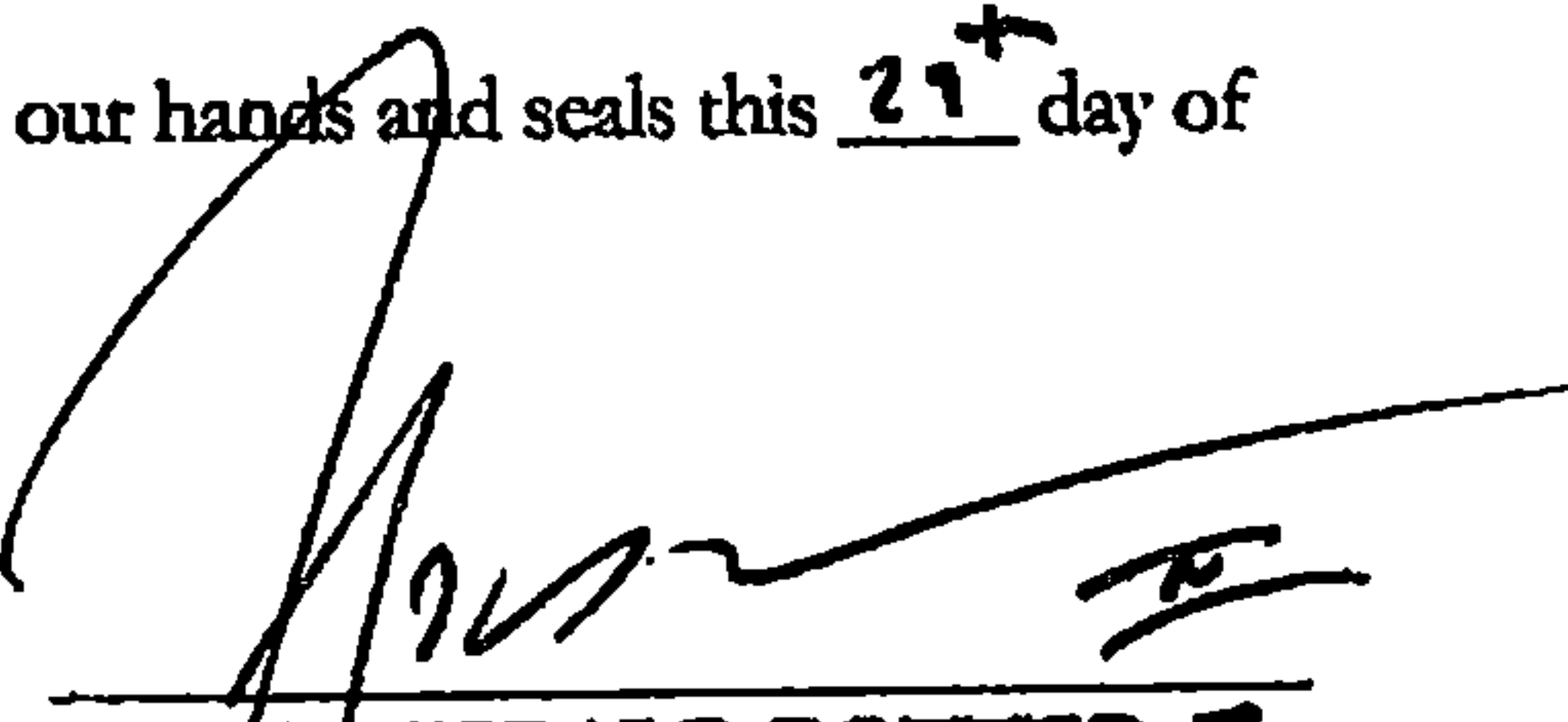
OTHER

32. The Wife shall be restored to her maiden name of Nanaline Nichole Davis.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th day of

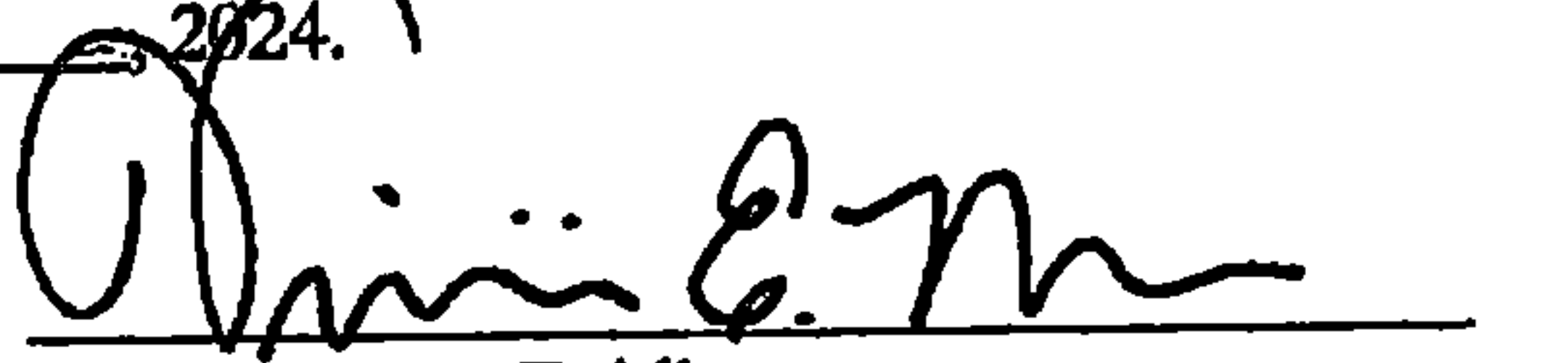
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NANALINE NICHOLE DAVIS


HARRY GERALD ROTTER II

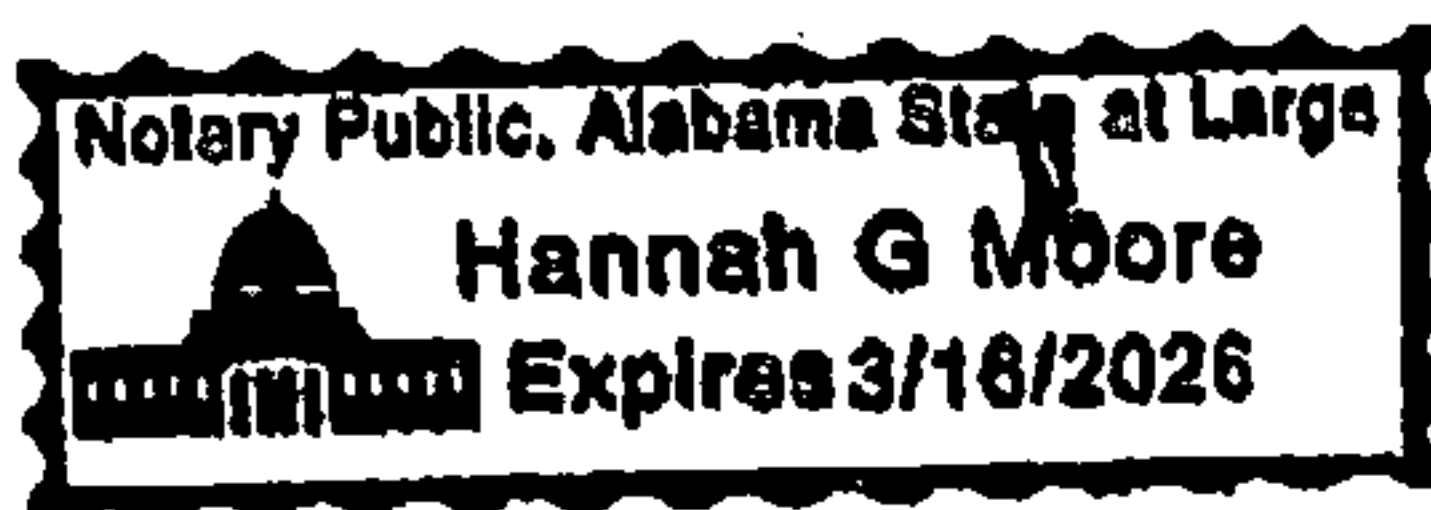
Before me, the undersigned authority, a Notary Public in and for said State and County personally appeared, **Nanaline Nichole Davis** who being known to me upon oath fully administered, deposes and said that the matters and things alleged in the foregoing testimony are true and correct.


Sworn to and subscribed before me this the 29th day of January, 2024.


Notary Public
My commission expires: 6-30-27

Before me, the undersigned authority, a Notary Public in and for said State and County personally appeared **Harry Gerald Rotter** who being known to me upon oath fully administered, deposes and said that the matters and things alleged in the foregoing testimony are true and correct.


Sworn to and subscribed before me this the 29th day of January, 2024




Notary Public

Page 12 of 13
Rotter v. Rotter
Agreement

January 29, 2024


Circuit Judge





20240130000023840 13/15 \$64.00
Shelby Cnty Judge of Probate, AL
01/30/2024 12:04:44 PM FILED/CERT

EXHIBIT A
PERSONAL PROPERTY AWARDED TO THE Husband

See Attached

nno



Family/Personal/Pre-marital Items

1. All photographs, letters, documents that are of husband's family.
2. All Paintings and artwork by mother and aunt of husband.
3. The dining room table built by husband and grandfather.
4. Bookcase built by husband and grandfather in (Eli's room).
5. Small burled cypress table built by grandfather (master bed).
6. 17th C. Chest oak
7. All guns with the exception of long gun purchased at auction during marriage. *one AR15*
8. Especially Pearl handled 38 nickel revolver belonging to great grandfather.
9. Scythe in basement
10. Ceramic green pots from mother's house
11. Masks not purchased at auction.
12. Arrowhead collection mine since child
13. Indian pottery piece native American I found.
14. Civil war bullet
15. 19th century costume book mine since teenager
16. Crucifixion painting Rigal Artist
17. Framed page out of costume book
18. My eagle scout medal
19. Civil War rifle family piece pre-marital
20. Framed persian arrow pre-marital
21. Framed mummy linen with Horus pre-marital
22. Framed roman bracelet pre-marital.
23. Waterford crystal pre-marital
24. Gorham Versailles sterling silver pre-marital
25. Silver Greek ring in case pre-marital



20240130000023840 15/15 \$64.00
Shelby Cnty Judge of Probate, AL
01/30/2024 12:04:44 PM FILED/CERT

26. Round ceramic medallion on fireplace pre-marital

27. Antique soldier collection childhood collection

28. Marble wall plaque of griffin in kitchen pre-marital

29. Marble obelisks set abouts.

30. The small Mahogany sewing table in den was great grandmothers.

~~31. Small sword in El room pre-marital.~~

32. Round claw footed Victorian table mine since child.

33. French Tapestry pre-marital.

34. Antique books and all books pre-marital including family history.

35. **** maybe more items because there is no possible way I can remember everything.

36. silver goblets

37. family photos

38. Doll house that Husband's Mother made for Annabelle.