

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

ROBYN ROLANDE BAGLEY,
Plaintiff,

v.

WILLIAM BRYAN BAGLEY,
Defendant.

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CASE NO.:



20250630000198170 1/20 \$79.00
Shelby Cnty Judge of Probate, AL
06/30/2025 02:32:56 PM FILED/CERT

NOTICE OF CLAIM

COMES NOW the Plaintiff, ROBYN ROLANDE BAGLEY, and files with the Probate Court of Shelby County, Alabama this Notice of Claim in the above-styled action. In support thereof, Plaintiff shows unto the Court the following:

1. The Circuit Court of Shelby County, Alabama parties divorced the parties by Final Judgment of Divorce on November 20, 2018 (Case No.: DR-2018-900604). Said judgment incorporated an Agreement of the Parties which was filed with the Court on October 18, 2018 (a certified copy of the Final Judgment of Divorce with the Agreement is attached herewith).

2. Pursuant to the Final Judgment of Divorce, Plaintiff was to receive Twenty Thousand Dollars and 00/100 (\$20,000.00) as her interest in the real property located at 128 Chinaberry Lane, Maylene, AL 35114; Lot 8, according to the Survey of Chinaberry Subdivision, Phase I, Final Plat, as recorded in Map Book 32, Page 119, in the Probate Office of Shelby County, Alabama. (a copy of the original deed to said property is attached herewith).

3. Currently pending before the Circuit Court of Shelby County, Alabama is Plaintiff's Petition for Rule Nisi regarding her outstanding interest in said property.

WHEREFORE, PREMISES CONSIDERED, Plaintiff files this Notice of Claim with the Probate Court of Shelby County, Alabama that she owns an equitable interest in the property located at 128 Chinaberry Lane, Maylene, Alabama 35114.

Respectfully submitted this 30th day of June, 2025.

CRITTENDEN PARTNERS, P.C.

/s/ Deborah A. Gregory
DEBORAH A. GREGORY (GRE133)
Attorney for Plaintiff
1 Independence Plaza, Suite 305
Birmingham, AL 35209
PH: (205) 874-8680
dag@crittendenpartners.com

Revised 1/02/92
AL (Conventional)



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Shelby Cnty Judge of Probate, AL
06/30/2025 02:32:56 PM FILED/CERT

OPERATION: \$138,900.00
REO No. A064694



20090121000018360 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
01/21/2009 10:58:42AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION paid to the undersigned by the herein Grantee, the receipt of which is hereby acknowledged, the undersigned **FEDERAL NATIONAL MORTGAGE ASSOCIATION (a/k/a Fannie Mae)**, a corporation organized and existing under the laws of the United States of America (hereinafter called the "Grantor"), has granted, bargained and sold, and does by these presents hereby grants, bargains, sells and conveys unto **WILLIAM BRYAN BAGLEY** (hereinafter called "Grantee") the property commonly known as **128 CHINABERRY LANE, MAYLENE, AL 35114** and as more particularly described in the Exhibit A, attached hereto and made a part hereof by this reference.

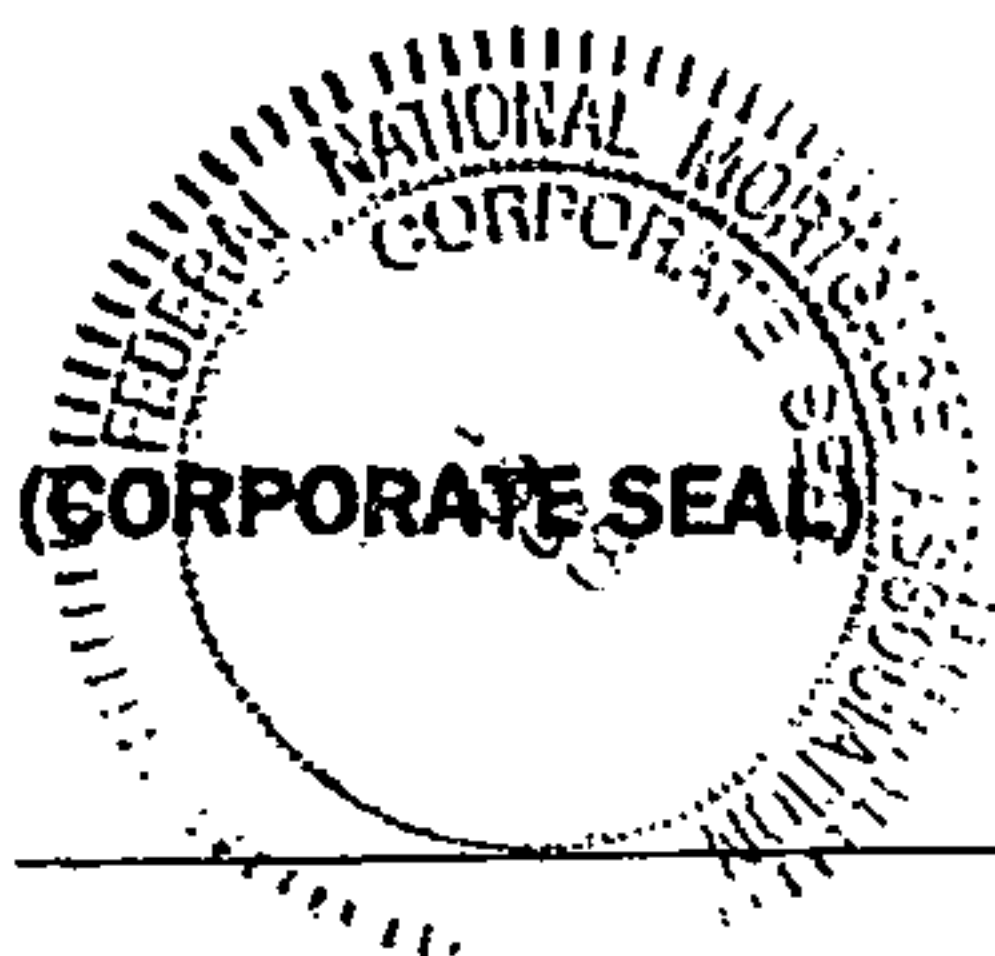
TO HAVE AND TO HOLD the above described property together with all rights and privileges incident or appurtenant thereto, unto the said Grantee and his/her heirs and/or assigns forever.

\$ 137,090.⁰⁰ of the purchase price recited above has been paid by a purchase money mortgage loan closed simultaneously herewith.

This conveyance is made subject to unpaid taxes and assessments, if any, and to any outstanding statutory rights of redemption, and to any covenants and restrictions of record and matters that an accurate survey would reveal.

No word, words, or provisions of this instrument are intended to operate or imply as covenants of warranty except that Grantor does hereby specially warrant the title to said property against the lawful claims of all persons claiming by, through and under the Grantor.

IN WITNESS WHEREOF, Federal National Mortgage Association, a corporation, has caused this conveyance to be executed in its name by its undersigned officer, and its corporate seal affixed, this 14 day of January, 2009.



FEDERAL NATIONAL MORTGAGE ASSOCIATION
(a/k/a Fannie Mae) organized and existing under
the laws of the United States of America

By: [Signature]
Christopher Irby - Vice President
Assistant Secretary

STATE OF TEXAS)
COUNTY OF DALLAS)



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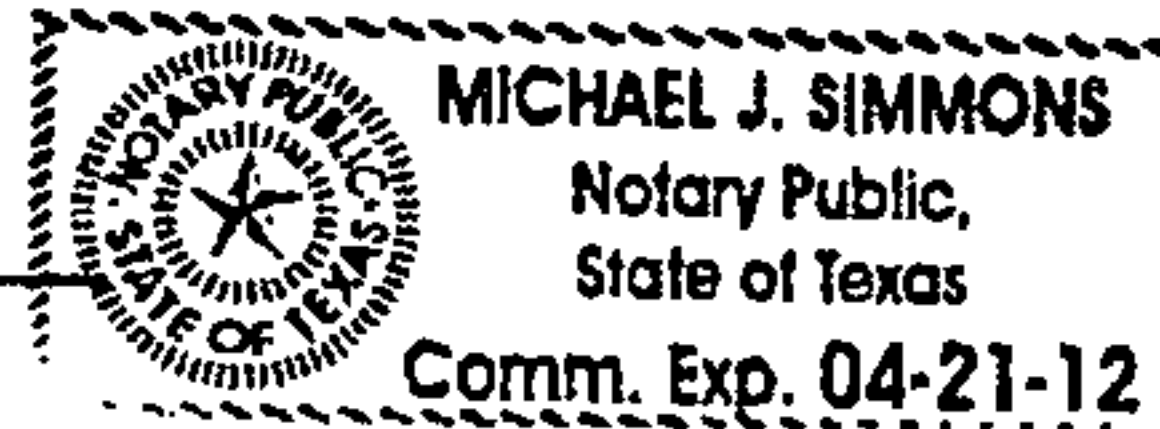
I, Christopher Irby, a Notary Public in and for the said County and State, hereby certify that Vice President, whose name as Vice President of FEDERAL NATIONAL MORTGAGE ASSOCIATION (a/k/a Fannie Mae), a corporation organized and existing under the laws of the United States of America, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office, this the 14 day of January 2009.



Notary Public, Texas

My Commission Expires:



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This Instrument was prepared by:
Scott J. Humphrey, Esq. 
3829 Lorna Road, Suite 322
Hoover, Alabama 35244

Tax Notice:
William Bryan Bagley

Shelby County, AL 01/21/2009
State of Alabama

Deed Tax: \$2.00

EXHIBIT A
attached to and made a part of Special Warranty Deed
Federal National Mortgage Association
to
William Bryan Bagley

dated 1/14, 2009


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Shelby Cnty Judge of Probate, AL
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PROPERTY DESCRIPTION:

Lot 8, according to the Survey of Chinaberry Subdivision, Phase I, Final Plat, as recorded in Map Book 32,
Page 119, in the Probate Office of Shelby County, Alabama.


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11/20/2018 4:02 PM
58-DR-2018-900604.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

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

IN RE: THE MARRIAGE OF

ROBYN ROLANDE BAGLEY,

Plaintiff

v.

WILLIAM BRYAN BAGLEY,

Defendant.

CASE NO.: DR-2018-900604.00



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FINAL JUDGMENT OF DIVORCE

This cause, coming to be heard, was submitted for final judgment upon the Plaintiff's Complaint for Divorce, the Defendant's Answer and Waiver, the Plaintiff's Testimony and the Agreement of the parties, and upon consideration thereof, the Court is of the opinion and finds that the Court has jurisdiction of the parties and of the cause of action, and that the Plaintiff is entitled to the relief prayed for in the Complaint for Divorce. It is therefore, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That the bonds of matrimony heretofore existing between the parties to this cause, namely, **ROBYN ROLANDE BAGLEY** and **WILLIAM BRYAN BAGLEY**, are hereby dissolved, and they are each forever divorced from each other.

2. That neither of the parties to this cause shall again marry, except to each other, until sixty days (60) after the date of this Decree of Divorce, and if an appeal is taken (which must be instituted within forty-two (42) days from this judgment, or from the date that a post-trial motion is denied) then neither party shall again remarry, except to each other, during the pendency of the appeal. That the bonds of matrimony heretofore existing between the parties to this cause be and the same are hereby dissolved, and they are each forever divorced from each other.

3. That the costs of this action be taxed as paid.

4. That reference is hereby made in this Final Judgment of Divorce to a separate Order entitled Notice/Order to Withhold Income for Child Support, which is specifically incorporated herein as part of this Court's Order and Decree in this cause. This Order shall be entered BUT NOT SERVED upon the Defendant's employer.

5. It is further ORDERED, ADJUDGED, and DECREED by the Court that the Agreement of the parties, which has been filed with and examined by the Court be and the same is hereby ratified and approved, and that said Agreement be made part of this Decree by reference the same as if it were fully set out herein and the parties to this cause are Ordered to comply therewith.

DONE and ORDERED this 20th day of NOVEMBER, 2018

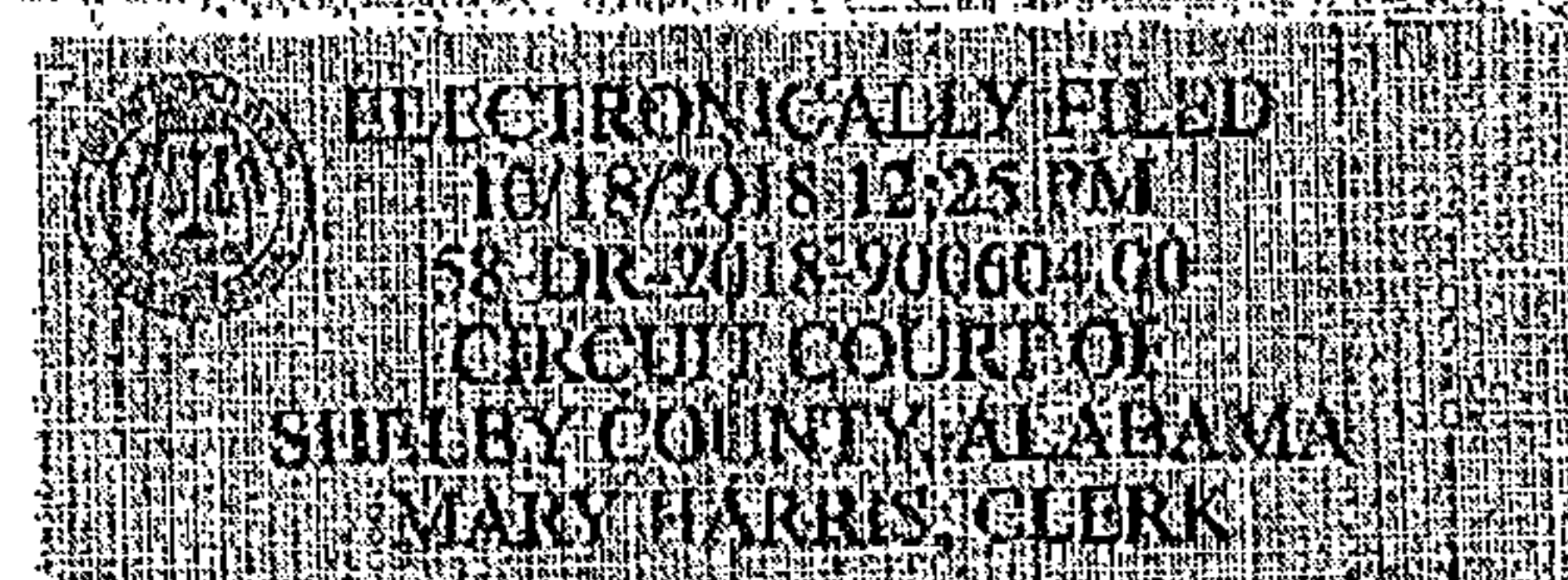
Final Item

CIRCUIT JUDGE

Certified a true and correct copy

Date: 06/30/25

Mary H. Harris
Mary H. Harris, Circuit Clerk
Shelby County, Alabama



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

IN RE: THE MARRIAGE OF
ROBYN ROLANDE BAGLEY,

Plaintiff

v.

WILLIAM BRYAN BAGLEY,

Defendant.

CASE NO.: DR-2018-900604-00



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AGREEMENT

This Agreement is made and entered into by and between ROBYN ROLANDE BAGLEY, hereinafter referred to as the "Wife" and WILLIAM BRYAN BAGLEY hereinafter referred to as the "Husband."

WITNESSETH

Whereas, the parties hereto are lawfully married to each other, but have ceased living together as husband and wife because of marital differences; and

Whereas, both Husband and Wife are over the age of nineteen (19) years, and both Husband and Wife have been bona fide residents of the State of Alabama, Shelby County, for more than six (6) months next preceding the filing of the Complaint by the Wife;

Whereas, the parties were legally married on, to-wit: March 6th, 2004, and lived together as Husband and Wife until on or about October 2nd, 2018, at which time they separated and have not lived together as husband and wife; and,

Whereas, there were two (2) children born during the marriage, namely: Emma Rolande Bagley, date of birth May 4, 2007, and Mary Ellen Grace Bagley, date of birth May 18, 2010, and the Wife is not currently pregnant; and,

Whereas, the parties desire to enter into this Agreement following both the filing of the Complaint by the Wife and the Answer and Waiver by the Husband; and

Whereas, both parties agree and stipulate that this Agreement makes fair and equitable provisions for the distribution of the property of the parties and makes adequate and sufficient



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provisions for the payment of any debts of the marriage; and

Whereas, both parties have full knowledge and have made full disclosure of all separate and marital assets; 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, dower 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; and

Whereas, the Wife has filed a complaint for divorce in the Circuit Court of Shelby County, Alabama in the above style, and said case is now pending and undetermined; and

Whereas, both parties agree and stipulate that this Agreement makes fair and equitable provisions for the distribution of the property; and

Whereas, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

Whereas, neither party at the time of this Agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment, other than the stress normally to be expected in a divorce; and

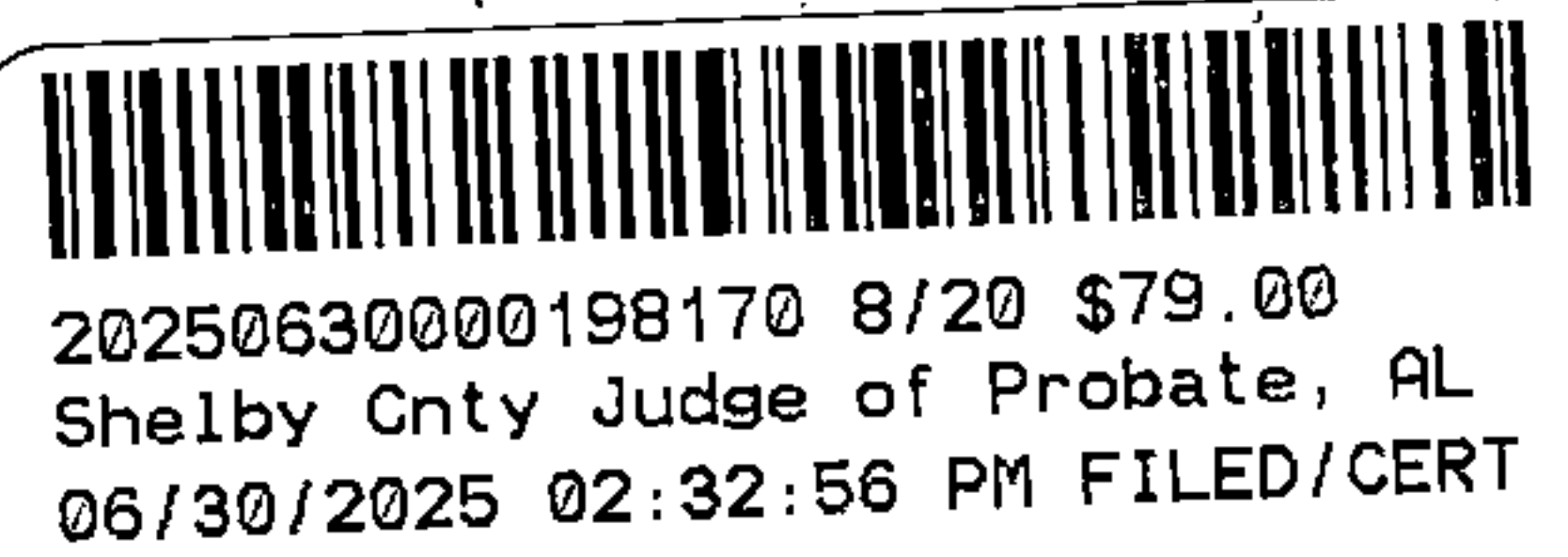
Whereas, both parties are voluntarily executing this Agreement free of undue influence, duress, and free from any cause, reason, promise or consideration other than set out in this Agreement; and

Whereas, only the Wife is represented by S. Phillip Bahakel, Attorney at Law, and the opposing party has obtained independent advice or waived same and is not relying upon the advice or services of S. Phillip Bahakel; and

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.

CREDIT

3. 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 warrants 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.

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 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.

ENTIRE AGREEMENT

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.

A handwritten signature, possibly reading 'JLB', is located in the bottom left corner of the page.

A handwritten signature, possibly reading 'WJB', is located in the bottom right corner of the page.

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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 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. Both parties are voluntarily executing this Agreement free of undue influence, duress, and free from any cause, reason, promise or consideration other than set out in this Agreement; and

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.

NON-COMPLIANCE

10. Should either party incur any expense or legal fees as a result of the breach of any portion of this Agreement by the other party, the Court may award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver, or default of any of the terms of this Agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.



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PRIOR TAX LIABILITIES

11. Except as otherwise provided herein, 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 party, 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.

SURVIVORSHIP AND BENEFICIARIES

12. 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, stocks, bonds, and any and all other types of policies, account or contracts of any kind whatsoever, this Agreement shall be accepted as a change of beneficiary form, deleting the other party herein; or this Agreement 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.

DIVESTING OF PROPERTY RIGHTS

13. Except as otherwise provided for in this Agreement, each party shall be divested of, and each party waives, renounces and gives up all their right, title and interest in and to the property awarded to the other party. All property and money received and retained by the parties shall be the separated property of the respective party, free and clear of all right, title, interest or claim of the other party, except as specifically stated herein.

FINANCIAL DISCLOSURE

14. By the execution of this instrument, each party warrants and represents to the other party that he or she has fully disclosed their financial status; that the terms of this Agreement are fair, just and equitable after consideration of the financial status of the parties.

SHARED CUSTODY

15. The Husband and Wife agree that it is in the best interest of their minor children, Emma Rolande Bagley, date of birth May 4, 2007, and Mary Ellen Grace Bagley, date of birth May 18, 2010, that legal and physical custody shall be shared by both parties. The Husband and Wife understand that shared custody means both parties shall retain full parental rights and



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responsibilities with respect to their children regardless of which party has physical custody at any particular time. The parties agree that the Wife shall maintain the primary residence for the children and the Husband shall maintain the secondary residence for the children.

The Husband and Wife agree that shared legal and physical custody means shared parental responsibility and requires both parents to confer so that the major decisions affecting the health and welfare of the children will be jointly determined. The Husband and Wife agree that the minor children will have alternative custodial periods between each parent on a week to week basis, with the weekly periods to begin at 6:00 P.M. on Sunday and to end the following Sunday at 6:00 P.M., or at such other times as mutually agreed upon between the parties. This custodial time will begin with the first Sunday after the Final Judgment of Divorce being entered with the Father having this custodial time.

The Husband and Wife shall agree upon and share custodial time with the minor children during holidays/special days, however, in the event the parties cannot agree, the Husband's custodial periods shall specifically be as follows and the following custodial/visitation periods specified hereinbelow in subparagraphs (a) through (i) shall supersede the custodial/visitation periods set forth hereinabove:

(a) CHRISTMAS: Christmas Holidays in odd numbered years beginning on the day school lets out at 6:00 p.m. on the first day of the school holiday season as set out in the school calendar until 12:00 p.m. Christmas Day, and on even numbered years from 12:00 p.m. Christmas Day until 12:00 p.m. on the following January 2nd. The Wife will have the periods on alternating years to the Husband. The Sunday to Sunday custodial time will resume with the party who would normally have the week resuming the custodial time for the remaining period after January 2nd.

(b) THANKSGIVING: In odd numbered years on the week of Thanksgiving from 4:00 p.m. on Wednesday afternoon until 6:00 p.m. the following Sunday. During said years and when the regularly scheduled week custodial/visitation period does not fall on this week, the Father shall have this custodial time with the minor children. The Wife shall have the time stated herein during even numbered years regardless of whether or not this is her week with the children.

(c) EASTER: In even numbered years from 6:00 p.m. on the Saturday before Easter until Easter Sunday at 6:00 p.m. The Wife shall have the time stated herein during odd numbered years.

(d) SUMMER: During the summers, the parties are to continue to alternate custodial periods on a week to week basis, except as otherwise agreed upon between the parties.

(e) FATHER'S DAY: The Husband shall have the right of custodial/visitation period with the children for Father's Day of each year. Said custodial/visitation period shall begin at 4:00 p.m. on the Saturday prior to Father's Day and shall end no later than 6:00 p.m. on Father's

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Day. This visitation with the Husband shall take place even if Father's Day falls on a week that the children would otherwise be having custodial time with the Wife.

(f) MOTHER'S DAY: The Wife shall have the right of custodial/visitation period with the children for Mother's Day of each year. Said custodial/visitation period shall begin at 4:00 p.m. on the Saturday prior to Mother's Day and shall end no later than 6:00 p.m. on Mother's Day. This visitation with the Wife shall take place even if Mother's Day falls on a week that the children would otherwise be having custodial time with the Husband.

(g) BIRTHDAYS: Every other birthday of each child from 6:00 p.m. on said date until 8:00 a.m. of the following day, beginning with the next birthday. The children shall be together for each other's birthdays.

(h) Each parent will have custodial time with the minor children on the birthday of that parent from 3:00 p.m. on said date until 8:00 p.m. on the same day; and

(i) At such other items as agreed upon between the parties.

16. Each parent shall keep the other informed on a current basis as to the primary residence address and telephone number where the children reside or visit. Each parent shall have consistent and regular telephone contact with the minor children at reasonable times while the children is in the physical custody of the other.

17. The Husband and Wife agree that the pick-up and drop-off of the children for custodial periods shall be as agreed upon by the parties and that, if the parties cannot agree, then the Husband will pick-up and drop-off of the children to and from the Wife's home.

18. The Husband and Wife agree that they shall not consume nor be under the influence of any alcoholic beverages or medications/drugs while the minor children are in their physical custody that would prevent them from caring for the children.

19. In the event that the children become ill or require hospitalization due to an illness or accident, the party having the actual physical custody of the children 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 children, and the name of the children's treating physician.

20. Neither party shall in any way attempt to harass, harm, hinder, decrease, or destroy the natural love of the children 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 children 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' children.



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21. Both Husband and Wife desire to be involved in the various activities of their minor children. These include academic, religious, civic (such as scouts or other civic-related organizations or community projects), cultural (such as music, theater and the like) and athletic activities, and medical and dental care of the children. The Husband and Wife agree that they will inform each other of any such activity or event with the minor children. Husband and Wife agree to cooperate with one another in adjusting their schedules to assure that the children are delivered to and returned from any such activity. It is further agreed and understood that both parties will notify one another of all conferences, functions, programs, or events relating to such activities in such a way that both parties will have an opportunity to participate in such activities of the children. The Wife shall have the final decision making authority if a dispute arises concerning the child or children in the above activities.

In any activity that the children are involved in that has a cost associated with participating in the same, the parties agree to equally divide the cost, including registration fees, supplies, etc., for said activity. This provision is limited to one activity per semester per child unless agreed to otherwise between the parties and also includes summer programs in which the children are to be involved. Neither party shall schedule activities for the minor children which will preclude the other party from having the children with him or her at the times and places set forth hereinabove. The Wife will have the final decision-making authority if a dispute arises concerning the children participating in a particular activity.

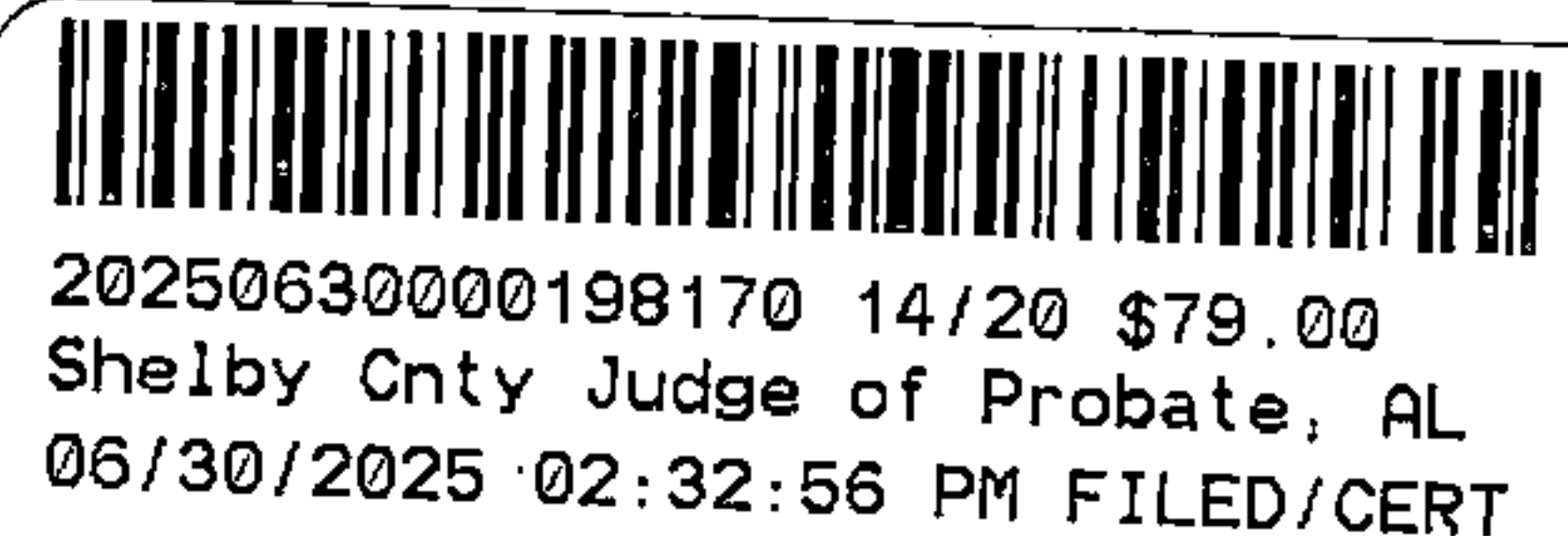
22. The Husband and Wife agree that they will each pay one-half (1/2) of all school fees, including books, supplies, any donations required or requested by the school, PTA dues, etc., associated with the child. The amounts shall be paid within fifteen (15) days of written notice of the amount due either directly to the payor as reimbursement, or directly to the school or provider of services with proof of payment being provided to the other party.

RELOCATION OF CHILDREN

23. 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 to 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 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:

- (a) The intended new residence, including the specific street address, if known;
- (b) The mailing address, if not the same as the street address;

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(c) The telephone number or numbers at such residence, if known;

(d) If applicable, the name, address, and telephone number of the school to be attended by the child(ren), if known;

(e) The date of the intended change of principal residence of a child(ren);

(f) A statement of the specific reasons for the proposed change of principal residence of a child(ren), if applicable;

(g) A proposal for a revised schedule of custody of or visitation with a child or children, if any;

(h) 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 to the government, a warning to the non-relocating person that an objection to the relocation must be made within thirty (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 time to provide a forty-five (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(ren) may be taken into account in a modification of the custody of or visitation with the child(ren).

If you, as a 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 thirty (30) days after receipt of notice of the intent of change the principal residence of the child(ren), the change of principal residence is authorized.

CHILD SUPPORT

24. The Husband shall pay to the Wife the sum of Four Hundred and Seventy Eight Dollars and 00/100 Dollars (\$478.00) per month for the support of the parties' minor children. This provision complies with the Child Support Guidelines under Rule 32 of the Alabama Rules of Judicial Administration. The appropriate child support guideline forms have been submitted to the Court, evidencing compliance with the said guidelines. The obligation to pay child support will begin with the first payment due on first of the month following the entry of the Final

GRB

GRB



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Judgment of Divorce, and each month thereafter until the minor children of the parties reach the age of nineteen (19), marry or becomes otherwise self-supporting. The parties have equal time with the minor children and this amount was determined by determining the amount each would pay for child support and taking the difference. This difference is to be paid to the Plaintiff/Wife.

25. As additional child support, the Husband shall pay to the Wife forty percent (40%) of any and all net bonuses received by him from his employer until the minor children of the parties reach the age of nineteen (19), marry or becomes otherwise self-supporting. Wife shall use these funds for the benefit, support and maintenance of the minor children.

INCOME WITHHOLDING

26. That the Income Withholding Order for child support, which order is contained on separate paper and is specifically incorporated as a part of this decree as required by Title 30-3-61, 1975 Code of Alabama, shall be entered but NOT SERVED upon the Husband's employer as the Husband will pay the monthly sum directly to the Wife.

HEALTH INSURANCE

27. The Husband and Wife agree that the Husband shall provide hospitalization and major medical insurance for the use and benefit of the minor children until such time the minor children shall have attained the age of nineteen (19) years, marry or otherwise become self-supporting.

The Husband and Wife further agree that the Husband shall pay all, 100%, of any non-covered medical, hospital, dental, orthodontic, optical, ophthalmological or prescription drug charges, co-pays, or other health-related charges not covered by said policy or health or major medical insurance referred to herein above, and he shall hold the Wife harmless from any liability thereon.

Should the Wife incur a charge for the benefit of the minor child(ren), she must provide the Husband with a copy of the complete charges incurred. The Husband has fifteen (15) days after notice to reimburse the Wife after incurring said debt, if the same has been paid by said Wife. If the debt is not paid at the time of services and is still due and payable, the Husband can satisfy their obligation to pay the debt by paying the provider of said services directly and providing the incurring party with written proof of the same. If there is an insurance claim pending, then the party receiving notice of the outstanding debt, can wait until insurance has paid to reimburse the other party or pay the provider of services. This does not change the obligation to reimburse the party incurring said debt within fifteen (15) days for any deductible or expenses paid, and not covered by any insurance, as listed above.



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ACCESS TO INFORMATION

28. Pursuant to §30-3-154, *Code of Alabama*, both parents shall have access to all records, reports, tests, and evaluations on said children (including medical, dental, educational, scholastic, athletic, extracurricular and law enforcement). Both parents have affirmative duties to give copies of all such records received by them to the other parent as soon as reasonably practical.

- (A) Both parties shall have access to information concerning the children, including, but not limited to, medical, dental and hospital records, school records, report cards, and any other information concerning the parties' minor children.
- (B) This Order shall be deemed to be a release, thereby allowing school officials and/or medical providers to furnish both parties with any of the children's school, medical, dental, hospital or psychological records.

TAX DEPENDENCY

29. The Husband and Wife agree that the Wife shall claim the minor children of the parties as a dependency exemption for Federal and State income tax purposes beginning with the tax year of 2018.

SCHOOL AND EXTRACURRICULAR EXPENSES

30. Both parties agree to pay one-half (50%) of any and all costs and expense associated with the children's extracurricular activities, both school-related and personal, and out-of-pocket sports expenses and school expenses such as field trips, etc. Any party incurring a cost or expense for the benefit of the minor children hereunder must provide the other party with a copy of the complete charges incurred. The other party has fifteen (15) days after notice to reimburse the party incurring said debt, if the same has been paid by said party. If the debt is still due and payable, the party can satisfy their obligation to pay fifty percent of the debt by paying the person or entity charging said cost or expense directly and providing the incurring party with written proof of the same.

REAL PROPERTY

31. The Husband and Wife agree that the marital residence located at 128 Chinaberry Lane, Maylene, AL 35114, shall be awarded to the Husband and the Husband agrees to be solely responsible for any and all mortgage payments, taxes, insurance, etc. for said residence. The Husband shall provide the Wife with the appropriate deed for her to sign to effectuate transfer of the marital residence to the Husband at the time her equity is paid. At the time said marital residence is either re-financed or sold, the Husband agrees to pay to the Wife her equitable share of the marital residence in the amount of Twenty Thousand Dollars (\$20,000.00). Both parties



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agree that this is the correct and fair amount of equity that the Husband is to pay to the Wife from the marital home. If the Husband re-marries or allows another individual to reside in said home whom he has a romantic interest, then said property will either be re-financed or put on the market for sale within ninety days of either of these two events. The parties will work together to ensure that the utilities are transferred into the Husband's name and the Husband will continue to be responsible for payment of the mortgage and all expenses associated with the marital home. The parties acknowledge that at the time of the signing of this Agreement, the mortgage payment and taxes on said marital home are current.

32. The Husband and Wife further agree that the Husband shall be entitled, for federal and state income tax purposes, to claim any and all residence-related deductions for the 2018 tax year and all continuing tax years, including, but not limited to mortgage interest, etc.

33. The Husband and Wife agree that there is no other real property of the marriage and no other real property subject to division in this divorce Agreement.

AUTOMOBILES

34. The Husband and Wife agree that the Husband shall have as his sole and exclusive property the 2017 Ford Escape which is currently in the Husband's possession but is registered in the parties' joint names, and the Wife is hereby divested of any right, title and interest in said vehicle. The Husband shall be solely responsible for paying any and all indebtedness associated with said vehicle and shall refinance the indebtedness on said vehicle into his own name within twenty four (24) months following the entry of the Final Judgment of Divorce in this matter. The Wife agrees to execute any and all documents necessary to effectuate the transfer of the said vehicle into the sole name of the Husband when the vehicle is paid off. The Wife further agrees that she will sign the necessary documents to assist the Husband with the refinancing of the vehicle into his own name. The Husband shall be responsible for paying the automobile insurance thereon, and he shall indemnify and hold the Wife harmless from the payment of the same.

35. The Husband and Wife agree that the Husband shall have as his sole and exclusive property the 2002 Dodge Ram (which currently does not run), which is currently in the Husband's possession and is registered in his name, and the Wife is hereby divested of any right, title and interest in said vehicle. The parties further agree and acknowledge that there is no indebtedness owed on said vehicle. The parties agree to work with each other to ensure that the current insurance is transferred to the Husband and the Husband shall be solely responsible for paying for the automobile insurance on said vehicle and shall hold the Wife harmless from any further liability thereon.

36. The Husband and Wife agree that, except as otherwise provided in this Agreement, the Wife shall have as her sole and exclusive property any and all motor vehicles currently in her possession and registered in her name, and the Husband is hereby divested of any right, title and



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interest in said vehicle(s). The Wife shall be solely responsible for paying any and all indebtedness associated with said vehicle(s), if any, and for paying for the automobile insurance thereon, and the Wife shall hold the Husband harmless from any further liability thereon.

37. The Husband and Wife agree that, except as otherwise provided in this Agreement, the Husband shall have as his sole and exclusive property any and all motor vehicles currently in his possession and registered in his name, and the Wife is hereby divested of any right, title and interest in said vehicle(s). The Husband shall be solely responsible for paying any and all indebtedness associated with said vehicle(s), if any, and for paying for the automobile insurance thereon, and the Husband shall hold the Wife harmless from any further liability thereon.

RETIREMENT FUNDS

38. Except as may be otherwise provided herein, the Husband and Wife agree that the Husband and Wife are awarded all right, title and interest in any and all retirement funds (including IRAs) to which they are currently entitled, if any they have, and the other party is hereby divested of any right, title or interest he or she may have therein.

PERSONAL PROPERTY

39. Except as otherwise provided herein, the Husband and Wife have divided the personal property of the marriage and agree to abide by said division.

40. Except as otherwise provided in this Agreement, the Husband and Wife agree that all items of personal property currently in the Husband's name, and in his possession, or belonging solely to him, including, without limitation, cash, jewelry, clothing and accessories, securities, business interests, partnerships, insurance policies, books and the like, shall be his sole and exclusive property, and the Wife hereby renounces any interest that she may have therein and shall hereinafter be divested of any and all right, title and interest in and to said property.

41. Except as otherwise provided in this Agreement, the Husband and Wife agree that all items of personal property currently in the Wife's name, and in her possession, or belonging solely to her, including, without limitation, cash, jewelry, clothing and accessories, securities, business interests, partnerships, insurance policies, books and the like, shall be her sole and exclusive property, and the Husband hereby renounces any interest that he may have therein and shall hereinafter be divested of any and all right, title and interest in and to said property.

DEBTS

42. Except as otherwise provided in this Agreement, the Husband and Wife agree that they shall each assume and be solely responsible for paying any and all debts incurred by the parties during their marriage in their own names, and each party shall indemnify and hold the other harmless from any further liability thereon. The parties acknowledge and agree that, except

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as otherwise provided in this Agreement, there are no other joint debts of the marriage.

The parties agree that the Husband will assume and be responsible for all outstanding accounts, bills, debts incurred during the marriage created in his individual name and will indemnify and hold the Wife harmless from payment of the same, except as otherwise indicated herein. The parties further agree that the Wife will assume and be responsible for all outstanding accounts, bills, debts incurred during the marriage created in her individual name and will indemnify and hold the Husband harmless from payment of the same, except as otherwise indicated herein.

TAXES

43. Both parties agree to file their own individual tax returns for Federal and State income tax purposes for the 2018 tax year. If there is a tax liability and/or refund, each party agrees to be responsible for their own tax liability and will be awarded their own refund free and clear of any claim by the other party. If there is a tax liability for any tax year during the marriage, the parties agree that the individual responsible to cause the tax liability will be responsible for payment of the same.

ALIMONY

44. Both parties waive any right they may have to receive alimony of any sort or type from the other party, past, present, or in the future.

ATTORNEY'S FEES

45. It is agreed between the parties that only the Wife is represented by Attorney S. Phillip Bahakel. The Husband and Wife agree that the attorney has been paid by the Wife. The Husband shall be responsible for paying any attorney's fees, if any, he incurs in connection with this matter.

MISCELLANEOUS

46. Each party is hereby released from any claim or obligation of any type to the other that, but for this release, would otherwise have survived the Final Judgment of Divorce in this matter, except for those obligations undertaken herein, or imposed herein, upon each party.

47. That the Husband and Wife agree that this Agreement is fair and reasonable and that it represents a compromise from each of them. Further, both parties acknowledge that they are signing this voluntarily and are under no duress from any party, that they are of sound mind and body and that this Agreement shall be incorporated into and made a part of the Final Judgment of Divorce entered in this case. Further, the parties acknowledge that there were may be tax consequences related to this agreement and that both parties were encouraged to seek independent, third party, tax advice prior to the signing of this agreement, if either had any questions related to this matter.

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48. That all costs of Court in connection with this divorce be taxed as paid.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the 17th day of October, 2018.

Robyn Rolande Bagley
ROBYN ROLANDE BAGLEY

THE PLAINTIFF ACKNOWLEDGES THAT SHE IS NOT NOW PREGNANT.

Robyn Rolande Bagley
ROBYN ROLANDE BAGLEY

STATE OF ALABAMA)
SHELBY COUNTY)

I, the below signed, a Notary Public, a person authorized to administer oaths, do hereby certify that the above and foregoing agreement was read by said Plaintiff, ROBYN ROLANDE BAGLEY, that the Plaintiff assented to, swore to, and subscribed the same in my presence at the time and place herein mentioned; that I have personal knowledge of the identity of said person; and that he executed the same voluntarily.

Given under my hand and seal this the 17th day of October, 2018.

Alonzo M. Mearns
Notary Public

My commission expires: 11/20/20

William Bryan Bagley
WILLIAM BRYAN BAGLEY

STATE OF ALABAMA)
SHELBY COUNTY)

I, the below signed, a Notary Public, a person authorized to administer oaths, do hereby certify that the above and foregoing agreement was read by said Defendant, WILLIAM BRYAN BAGLEY, that the Defendant assented to, swore to, and subscribed the same in my presence at the time and place herein mentioned; that I have personal knowledge of the identity of said person; and that she executed the same voluntarily.

Given under my hand and seal this the 17th day of October, 2018.

Alonzo M. Mearns
Notary Public

My commission expires: 11/20/20

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