

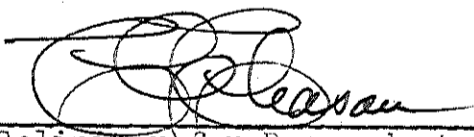
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NADINE M. KLUMPP,
 Complainant,
 -vs-
 ANTHONY J. KLUMPP, JR.,
 Respondent.

IN THE CIRCUIT COURT OF
 BALDWIN COUNTY, ALABAMA
 IN EQUITY
 No. _____

Comes the Respondent, Anthony J. Klumpp, Jr., and in answer to the Bill of Complaint heretofore filed herein, says as follows:-

1. He admits the allegations of Paragraph #1 of said Bill of Complaint.
2. He admits the allegations of Paragraph #2 of said Bill of Complaint.
3. He denies the allegations of Paragraph #3 of said Bill of Complaint and demands strict proof thereof.
4. He denies the allegations of Paragraph #4 of said Bill of Complaint and demands strict proof thereof.
5. He admits the allegations of Paragraph #5 of said Bill of Complaint.
6. He denies the allegations of Paragraph #6 of the Complaint and demands strict proof thereof.


 Solicitor for Respondent

\$7.50

NADINE M. KLUMPP,
Complainant,
VS.
ANTHONY J. KLUMPP, JR.,
Respondent

IN THE
CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA. IN EQUITY.

TESTIMONY TAKEN IN OPEN COURT, BEFORE HON. HUBERT M. HALL, JUDGE
OF SAID COURT.

APPEARANCE: Hon. John Chason, representing the Complainant
Hon. Cecil G. Chason, representing the Respondent.

MRS. NADINE M. KLUMPP, THE COMPLAINANT, BEING FIRST DULY SWORN,
TESTIFIED:

Examination by Mr. John Chason.

Q. Is your name Nadine M. Klumpp?

A. Yes it is.

Q. Are you the wife of Anthony J. Klumpp, Jr.?

A. Yes.

Q. You are the Complainant and he is the Respondent in this
divorce suit which has been filed by you?

A. Yes sir.

Q. Are you and Anthony J. Klumpp both resident citizens of Baldwin
County, Alabama?

A. Yes sir.

Q. How long have you both lived here?

A. He all of his life and I for 10 years.

Q. For the last 10 years?

A. Yes sir.

Q. Are you both over 21 years of age?

A. Yes sir.

Q. When did you marry Anthony J. Klumpp, Jr?

A. October 26, 1946.

Q. In Mobile County, Alabama?

A. Yes sir.

Q. How many children do you have?

A. Two.

QW What are their names?

A. Sandra Janay Klumpp, a girl -

Q. How old is she?

A. Nine.

Q. Your other child?

A. Anthony John Klumpp, 111.

Q. How old is he?

A. Five.

Q. Who has the custody and control of these children?

A. I do.

Q. Do they live with you?

A. Yes they do.

Q. Are you and Anthony J. Klumpp, Jr. living together at this time?

A. No we are not.

Q. When did you separate?

A. July 6, 1955.

Q. In the separation did you leave the home or did he?

A. He left the home.

Q. Did he have any good cause or legal excuse for leaving you and the children?

A. No he did not.

Q. Have you lived together as man and wife since July 6, 1955?

A. No.

Q. Has he returned to your home since then?

A. No, he has not.

Q. Now I will ask you whether your husband has been going around with another woman in Fairhope? -- Another woman that was in Fairhope at the time?

A. Yes sir.

Q. On or about July 6, 1955, or shortly before he left your

home did you receive a call that caused you to go into the woods looking for him?

A. Well I have received a number of calls, but that one night my children were not at home and his mother was there and this lady called me up saying that she was tired of seeing the two parking - him parking and her going there, and she wished I would stop it. She lived off on a dirt road -

Q. Did you go to where the girl's car was parked?

A. Yes I did.

Q. Did you find her car there?

A. I did.

Q. Did you remain there for some length of time?

A. Yes I did for about five hours.

Q. Did you remain there until in the night time?

A. Yes sir.

Q. Did your husband come back with this girl in the car with him in the night time?

A. Yes he did.

Q. Whose car were they in?

A. His.

Q. Did you see her and recognize her with him at that time?

A. I did.

Q. Was there anybody else with them at the time they came back to her car?

A. No.

Q. Shortly after that time did he tell you that he had been having acts of intercourse with this woman?

A. Yes he did.

Q. Does this woman you refer to have a child?

A. Yes, T. J. Tells me they have one.

Q. He and this woman have one?

A. Yes sir and he has been offering support to that child.

Q. Mrs. Klumpp, you and your husband have entered into a property division, have you not and an agreement for the support of the

children, which you wish to submit to the court for its approval?

A. I do.

Q. You executed that agreement, a copy of which is attached to this bill?

A. Yes sir.

Q. Are you satisfied with the terms of this agreement?

A. No I am not really satisfied with it.

Q. You think it is the best you are able to do?

A. I think it was the best I was able to do, but I think I could have had better support and help out of it.

Q. But you did execute this agreement?

A. Yes I did.

Q. Submitting it to the Court?

A. Yes.

Q. Are you a proper person to have the care, custody and control of those children?

A. I have given those children as much as anybody could.

Q. You give them the proper care?

A. Yes sir, care, attention and treatment.

Q. Is your husband a proper person to have the care, custody and control of those children?

A. I would not want him to have them - I think it is fair for a child to see her father for a few hours -

Q. Permanent custody - do you think he is a fit and proper person?

A. No I do not.

ON CROSS EXAMINATION OF THE COMPLAINANT, SHE TESTIFIED:

Examination by Mr. Cecil Chason.

Q. Was your marriage license issued in the name of Nadine M. or Frances Nadine?

A. I don't know. We got the license here -

Q. You are the same person as Frances Nadine?

A. Yes sir.

Q. Anthony J. is also known as T. J. Klumpp and Anthony John Klumpp, Jr?

Nadine M. Klumpp

A. Yes sir.

MRS. SARAH KLUMPP, A WITNESS FOR THE COMPLAINANT, BEING FIRST
DULY SWORN, TESTIFIED:

Examination by Mr. Chason.

Q. What is your name?

A. Sarah Klumpp.

Q. You are a sister of Nadine M. Klumpp?

A. Yes sir.

Q. You all married brothers?

A. Yes sir.

Q. You are personally acquainted with Anthony J. Klumpp, Jr?

A. Yes sir.

Q. You live in Fairhope, do you not?

A. Yes sir.

Q. Have been for sometime?

A. Yes sir.

Q. Did you know about the occasion when Anthony J. Klumpp, Jr.,
left the home of his wife and began to live separate and apart
from her?

A. Yes sir.

Q. Was that on or about July 6, 1955?

A. Yes sir.

Q. Has he come back to live with her as his wife during that period
of time?

A. No sir.

Q. He does not even live in the same house?

A. No sir.

Q. And he has not, during that period of time, since July 6th. 1955?

A. No.

Q. Is Nadine M. Klumpp a fit and proper person to have the care,
custody and control of her children?

A. I don't think they come any better than she is.

Q. Would you say her husband, Anthony J. Klumpp, Jr. would be a
fit person to have their full care, custody and control?

A. No sir.

Sara Klumpke

C E R T I F I C A T E:

I hereby certify that the foregoing, consisting of six pages, is a true and correct transcript of the testimony as taken by me in open Court, on this day, before Hon. Hubert M. Hall, Judge of said Court.

This 6th day of November, 1956.

Louise Duck

FILED
NOV 6 1956
ALICE L. DUCK, Register

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT - IN EQUITY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Anthony J. Klumpp, Jr., to appear and plead, answer or demur, within thirty days from the service hereof, to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, In Equity, by Nadine M. Klumpp, as complainant, against Anthony J. Klumpp, Jr., as Respondent.

Witness my hand this 6 day of November, 1956.


Register

NADINE M. KLUMPP,		IN THE CIRCUIT COURT OF
Complainant,		
VS.		BALDWIN COUNTY, ALABAMA.
ANTHONY J. KLUMPP, JR.,		
Respondent.		SITTING IN EQUITY.

BOOK 021 PAGE 118

TO THE HONORABLE HUBERT M. HALL, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

The Bill of Complaint presented by Nadine M. Klumpp, Complainant, vs. Anthony J. Klumpp, Jr., Respondent, respectfully shows:

1. Complainant and Respondent are both residents of Baldwin County, Alabama, and over the age of twenty-one (21) years.

2. Complainant, Nadine M. Klumpp, is the wife of the Respondent, Anthony J. Klumpp, Jr., they having intermarried on the 19th day of October, 1946, in Mobile County, Alabama, there having been born of said marriage two (2) children, Sandra Janay Klumpp, a daughter, now approximately nine (9) years of age, and Anthony J. Klumpp, III, a son, five (5) years of age, which children are in the control and custody of your Complainant, and live with her.

3. Respondent quit their home and residence on, to-wit, July 6, 1955, and continues to live separate and apart from her; and she avers that the Respondent has been guilty of adultery with another woman prior to and since their separation.

4. The Respondent voluntarily abandoned the bed and board of your Complainant more than one year next preceding the filing of this bill, and said voluntarily abandonment has continued uninterrupted since said time.

5. Complainant and Respondent have settled and compromised all differences as to property rights and alimony between them, and have agreed to the maintenance, support and education of their said children, a copy of which contract of settlement and agreement is hereto attached marked Exhibit "A" and made a part hereof.

6. Complainant is the proper and suitable person to have the care and custody of their said children and Respondent is not a proper and suitable person to have the care and custody of them.

PRAYER FOR PROCESS

The premises considered, Complainant prays that the Respondent, Anthony J. Klumpp, Jr., be made a party respondent to this Bill of Complaint; that process of this Court in the usual form be issued out of this Court to the Respondent, ordering and commanding him to be and appear before this Court within the time required by law, then and there to plead, answer or demur to this Bill of Complaint.

PRAYER FOR RELIEF

Complainant further prays that upon the final hearing hereof, your Honor will be pleased to enter a decree dissolving the bonds of matrimony now existing between Complainant and Respondent, and granting unto her an absolute divorce from said Respondent; and that the custody of the said children, Sandra Janay Klumpp, and Anthony J. Klumpp, III, be awarded to, and reposed in her, subject to the privileges of the said Respondent mentioned in the written agreement, a copy of which is attached hereto, marked Exhibit "A"; and that your Honor will approve and affirm said written agreement between the parties hereto, and make it or its pertinent contents a part of said decree, and that a lien be fixed and imposed upon the East Half of the Northeast Quarter of Section 15, Township 6 South, Range 2 East, to secure the payment of said unpaid alimony and the interest thereon as in said contract provided, and that the terms and provisions of said agreement be ordered and directed by your Honor to be performed or carried out according to their tenor and effect.

And, if your Complainant has not prayed for the proper relief, may it please the Court to grant unto her such other, further, different and general relief as in equity and good conscience she may be entitled, the premises considered.

Madeline M. Klumpp
Complainant

Thason & Stone
By: [Signature]
John W. McCall
Solicitors for Complainant

BOOK
021 PAGE 119

STATE OF ALABAMA I

COUNTY OF BALDWIN I

This agreement made and entered into by and between NADINE M. KLUMPP, hereinafter for convenience called the "Wife," and ANTHONY J. KLUMPP, JR., hereinafter for convenience called the "Husband," both of the City of Fairhope and County of Baldwin, Alabama,

W I T N E S S E T H:

WHEREAS, the parties to this contract were lawfully married to each other in Mobile County, Alabama, on the 19th day of October, 1946, and thereafter lived together as husband and wife in Fairhope, Baldwin County, Alabama, and

WHEREAS, the Wife claims that she has grounds for divorce from her Husband and has announced her intention of filing a bill for divorce, and

WHEREAS, said parties mutually desire to compromise and settle all differences which now exist between them as to alimony and property rights, and as to the custody of their children and their support and maintenance;

NOW, THEREFORE, in order to accomplish the purposes hereinabove recited, and in order to avoid all litigation between them in regard to such matters, it has been and is hereby contracted and mutually agreed between them as follows:

1. This contract shall become operative and bind the parties hereto from the time, and only in the event, an absolute divorce is granted one of them against the other.

2. That in any divorce proceedings that may have to take place between the said parties, this contract shall be the measure of all claims of the Wife against the Husband and she shall not take or enjoy any other, further or different benefits as to any money or property under any decree made by any court that may be rendered at variance with the terms hereof.

3. The care and custody of their two children, Sandra Janay Klumpp, a daughter, nine (9) years of age, and Anthony J. Klumpp III, a son, five (5) years of age, are hereby reposed in the

Wife, provided, however, that the Husband shall have reasonable rights of visitation. The Husband covenants and agrees with the Wife to pay to her each week for the support and maintenance of said children the sum of Thirty Dollars (\$30.00) per week, that is, to pay Fifteen Dollars (\$15.00) per week for each child, and beginning three (3) years from the date of this agreement, the sum of Forty Dollars (\$40.00) per week or Twenty Dollars (\$20.00) per week for each of said children, and to also pay all medical, doctor's and hospital bills above Two Hundred Dollars (\$200.00) annually. The Husband recognizes that if larger sums are required to maintain, support and educate said children that the obligation is upon him to pay such additional amounts commensurate with his financial condition, and that the Court retains jurisdiction therefor.

4. The Husband shall pay to the Wife and the Wife shall accept from the Husband the sum of Eighteen Thousand Dollars (\$18,000.00) in settlement of her rights and claims to alimony, Six Thousand Dollars (\$6,000.00) of which is payable in cash, the receipt whereof she hereby acknowledges, and Six Thousand Dollars (\$6,000.00) of which is payable on or before eighteen (18) months from November 5, 1956, with interest at the rate of five per cent (5%) per annum payable semiannually, and Six Thousand Dollars (\$6,000.00) on or before thirty-six (36) months from November 5, 1956, with interest at the rate of five per cent (5%) per annum payable semiannually.

The Husband shall have the right to make payments on account of the principal of said indebtedness on the 5th day of any month subsequent to the 5th day of November, 1956, in multiples of five hundred dollars plus accrued interest to that date on the balance of said entire principal, at the offices of the Bank of Fairhope, Fairhope, Alabama, which Bank shall be authorized to receipt therefor on behalf of the Wife any expenses for or incident to said collection by said bank, to be borne by the Husband.

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021
PAGE 121

BOOK 021 PART 122

And to secure the payment of said unpaid balance of Twelve Thousand Dollars (\$12,000) principal amount of said settlement, the Husband hereby grants unto his said Wife and hereby imposes and fixes a lien upon the following described land now owned and possessed by him in the County of Baldwin, State of Alabama, namely: the East half of the Northeast Quarter of Section 15, Township 6 South, Range 2 East, which land is hereby charged as security for the payment of said unpaid alimony and the interest thereon. The Husband shall have the privilege to mortgage the Northeast Quarter of the Northeast Quarter of Section 15, Township 6 South, Range 2 East in order to obtain sufficient funds necessary to pay the first installment of Six Thousand Dollars (\$6,000) or any balance owing thereon becoming due eighteen (18) months after November 5, 1936, together with interest thereon, and shall have the further privilege of mortgaging the Southeast Quarter of the Northeast Quarter of Section 15, Township 6 South, Range 2 East for obtaining funds with which to pay the second installment of Six Thousand Dollars (\$6,000) or any balance owing thereon becoming due thirty-six (36) months from November 5, 1936, together with interest thereon; provided, however, that the funds so obtained by each said mortgage in the necessary amount shall be paid directly to the Wife, before the lien hereby granted to the Wife and hereby imposed and fixed upon each parcel of said land shall be discharged and satisfied.

5. The Husband acknowledges that Lot 3 and the South 59 feet of Lot 4, Block 23, Division 4 as per Fairhope Single Tax Corporations parcel re-plat, filed for record in the office of the Judge of Probate of Baldwin County, Alabama, on September 30, 1931, and the improvements thereon, constituting the residence and home of the Wife and where he formerly resided, is now and has been for several years the property of the Wife, she being the sole owner thereof, and that he has no right, title or interest therein; and he further declares her ownership therein, so that there may be no misunderstanding with respect thereto.

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6. It is also the purpose of this agreement that the Wife shall, and she does hereby accept the considerations herein passing to her, in full and absolute satisfaction of, and in lieu of, any and all rights, including dower, which she may have or claim to have to any property, real, personal or mixed, that may be owned or belong to said Husband or which may hereafter be owned or belong to him, except as otherwise herein provided, all of which she does hereby release and quit claim to him; and she shall and will at any time, upon the request of said Husband, execute whatever documents that may be or shall become necessary or desirable for the purpose of releasing and further vesting the same in him or his nominees. The Husband likewise does accept the considerations herein passing to him in full and absolute satisfaction of, and in lieu of, any and all rights, including curtesy, which he may have or claim to have to any property, real, personal or mixed, that may be owned or belong to the said Wife or which may hereafter be owned or belong to her, all of which he does hereby release and quit claim to her; and he shall and will at any time, upon the request of the Wife, execute whatever documents that may be or become necessary or desirable for the purpose of releasing and further vesting the same in her or her nominees.

7. The said Wife does hereby release and forever discharge, except as otherwise herein provided, the Husband from all claims, rights of actions, obligations or duty to support or maintain her, and further releases him from any other or different claim for alimony or support by virtue or on account of their relations as Husband and Wife.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals in duplicate as of the 3 rd day of November, 1956.

Nadine M. Klumpp (SEAL)

Anthony J. Klumpp, Jr. (SEAL)

STATE OF ALABAMA X
COUNTY OF MOBILE X
Baldwin

I, the undersigned Notary Public in and for said County in said State, hereby certify that NADINE M. KLUMPP, whose name is

signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of November, 1956.

Aubrey Brewton Seal
Notary Public, ~~Mobile~~ Baldwin County, Alabama
Baldwin

My Commission Expires April 11, 1959

STATE OF ALABAMA I
COUNTY OF BALDWIN I

I, the undersigned Notary Public in and for said County in said State, hereby certify that ANTHONY J. KLUMPP, JR., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of November, 1956.

C. G. Chason
Notary Public, Baldwin County, Alabama

Seal
C. G. Chason Notary Public
Baldwin County
My commission Expires 29 April, 1958

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NADINE M. KLUMPP,	⌘	IN THE CIRCUIT COURT OF
Complainant,	⌘	
vs.	⌘	BALDWIN COUNTY, ALABAMA.
ANTHONY J. KLUMPP, JR.	⌘	
Respondent.	⌘	IN EQUITY. NO. _____

DECREE OF DIVORCE

This cause is submitted for final decree on the pleadings and the testimony taken orally in open court upon the court's own motion, and on consideration it is ORDERED, ADJUDGED and DECREED by the court that the Complainant, Nadine M. Klumpp, is entitled to relief and that the bonds of matrimony heretofore existing between the Complainant, Nadine M. Klumpp, and the Respondent, Anthony J. Klumpp, Jr., be and the same are henceforth dissolved and annulled.

It is further ORDERED that Complainant and Respondent shall not again marry except to each other until sixty (60) days after the rendition of this decree.

It is further ORDERED, ADJUDGED and DECREED that the written agreement entered into by and between the parties hereto on the 3rd day of November, 1956, a copy of which is attached hereto marked Exhibit "A" settling the rights of alimony of Complainant and the property rights of the parties, and providing for the maintenance and support of their two (2) children be and the same is hereby approved and affirmed and made a part of this decree.

It is further ORDERED, ADJUDGED and DECREED that Complainant, Nadine M. Klumpp, and the Respondent, Anthony J. Klumpp, Jr., do and perform all the terms and provisions of said agreement on her and his part, respectively, required and contained; and that the care and custody of their two (2) children, namely, Sandra Janay Klumpp, now nine (9) years of age, and Anthony J. Klumpp, III, five (5) years of age, are hereby reposed in Complainant; provided, however, that the Respondent shall have reasonable rights of visitation; and that the husband pay to the wife each week from the date of this decree beginning on Saturday, the 10th day of November,

1956, and on each Saturday thereafter, for the support and maintenance of said children, the sum of Thirty Dollars (\$30.00) per week, that is, Fifteen Dollars (\$15.00) per week for each child, and beginning three (3) years from the date of this decree the sum of Forty Dollars (\$40.00) or Twenty Dollars (\$20.00) per week for each of said children, and shall also pay all medical, doctor's and hospital bills above Two Hundred Dollars (\$200.00) annually.

It is further ORDERED, ADJUDGED and DECREED by the court that the settlement of the wife's claim for alimony by the husband in the amount of Eighteen Thousand Dollars (\$18,000.00) in solido be and the same is hereby approved and confirmed, Six Thousand Dollars (\$6,000.00) of which shall be paid in cash and Six Thousand Dollars (\$6,000.00) of which is payable on or before eighteen (18) months from November 5, 1956, with interest at the rate of five per cent (5%) per annum, payable semiannually, and Six Thousand Dollars (\$6,000.00) of which is payable on or before thirty-six (36) months from November 5, 1956, with interest at the rate of five per cent (5%) per annum, payable semiannually; and that payments may be made by Respondent on account of the principal of said alimony, as provided in said written agreement.

And to secure the payment of said unpaid balance of Twelve Thousand Dollars (\$12,000) principal amount of said settlement for alimony, it is hereby ORDERED, ADJUDGED and DECREED by the court and the court does hereby impose and fix a lien upon the following land now owned and possessed by Respondent in the County of Baldwin, State of Alabama, namely: The East Half of the Northeast Quarter of Section 15, Township 6 South, Range 2 East, which land is charged as security for the payment of said unpaid alimony and the interest thereon. The Respondent shall have the privilege to mortgage the Northeast Quarter of the Northeast Quarter of Section 15, Township 6 South, Range 2 East in order to obtain sufficient funds necessary to pay the first installment of Six Thousand Dollars (\$6,000.00) or any balance owing thereon becoming due eighteen (18) months after November 5, 1956, together

with interest thereon and shall have the further privilege of mortgaging the Southeast Quarter of the Northeast Quarter of Section 15, Township 6 South, Range 2 East, for obtaining funds with which to pay the second installment of Six Thousand Dollars (\$6,000.00) or any balance owing thereon becoming due thirty-six (36) months from November 5, 1956, together with interest thereon; provided, however, that the funds so obtained by each said mortgage in the necessary amount shall be paid directly to the wife before the lien granted to the wife by said agreement and hereby imposed and fixed on each parcel of said land be discharged and satisfied.

It is further ORDERED, ADJUDGED and DECREED that should Respondent default in the payment of any amount of said settlement for alimony and the interest thereon as it respectfully becomes due and payable, the court shall, upon written motion filed in this cause by the Complainant, upon ten (10) days' notice to respondent, enter an order foreclosing said lien upon said land and ordering the sale thereof by public auction after giving three (3) weeks' notice of the time, terms and place of sale by publication once a week in a newspaper of general circulation in Baldwin County, Alabama, and if the proceeds from said sale after paying costs of the proceeding and all expenses thereof be not sufficient to satisfy the indebtedness owing on account of said alimony, together with interest thereon, shall enter a decree against Respondent for the balance so owing; and the court reserves jurisdiction to make such other and further orders necessary or proper or incident to the foreclosure of said lien, and to the enforcement of the balance of the amount owing on said settlement of alimony as aforesaid.

It is further ORDERED, ADJUDGED and DECREED that the Respondent, Anthony J. Klumpp, Jr., pay all costs of court in this proceeding, for which let execution issue.

ORDERED, ADJUDGED and DECREED this the 6th day of November, 1956.

Hubert M. Starn
Circuit Judge

STATE OF ALABAMA I

COUNTY OF BALDWIN I

This agreement made and entered into by and between
NADINE M. KLUMPP, hereinafter for convenience called the
"Wife," and ANTHONY J. KLUMPP, JR., hereinafter for convenience
called the "Husband," both of the City of Fairhope and County
of Baldwin, Alabama,

W I T N E S S E T H:

WHEREAS, the parties to this contract were lawfully married
to each other in Mobile County, Alabama, on the 19th day of
October, 1946, and thereafter lived together as husband and
wife in Fairhope, Baldwin County, Alabama, and

WHEREAS, the Wife claims that she has grounds for divorce
from her Husband and has announced her intention of filing a
bill for divorce, and

WHEREAS, said parties mutually desire to compromise and
settle all differences which now exist between them as to
alimony and property rights, and as to the custody of their
children and their support and maintenance;

NOW, THEREFORE, in order to accomplish the purposes herein-
above recited, and in order to avoid all litigation between
them in regard to such matters, it has been and is hereby con-
tracted and mutually agreed between them as follows:

1. This contract shall become operative and bind the parties
hereto from the time, and only in the event, an absolute divorce
is granted one of them against the other.

2. That in any divorce proceedings that may have to take
place between the said parties, this contract shall be the
measure of all claims of the Wife against the Husband and she
shall not take or enjoy any other, further or different
benefits as to any money or property under any decree made by
any court that may be rendered at variance with the terms hereof.

3. The care and custody of their two children, Sandra Janay
Klumpp, a daughter, nine (9) years of age, and Anthony J. Klumpp
III, a son, five (5) years of age, are hereby reposed in the

Wife, provided, however, that the Husband shall have reasonable rights of visitation. The Husband covenants and agrees with the Wife to pay to her each week for the support and maintenance of said children the sum of Thirty Dollars (\$30.00) per week, that is, to pay Fifteen Dollars (\$15.00) per week for each child, and beginning three (3) years from the date of this agreement, the sum of Forty Dollars (\$40.00) per week or Twenty Dollars (\$20.00) per week for each of said children, and to also pay all medical, doctor's and hospital bills above Two Hundred Dollars (\$200.00) annually. The Husband recognizes that if larger sums are required to maintain, support and educate said children that the obligation is upon him to pay such additional amounts commensurate with his financial condition, and that the Court retains jurisdiction therefor.

4. The Husband shall pay to the Wife and the Wife shall accept from the Husband the sum of Eighteen Thousand Dollars (\$18,000.00) in settlement of her rights and claims to alimony, Six Thousand Dollars (\$6,000.00) of which is payable in cash, the receipt whereof she hereby acknowledges, and Six Thousand Dollars (\$6,000.00) of which is payable on or before eighteen (18) months from November 5, 1956, with interest at the rate of five per cent (5%) per annum payable semiannually, and Six Thousand Dollars (\$6,000.00) on or before thirty-six (36) months from November 5, 1956, with interest at the rate of five per cent (5%) per annum payable semiannually.

The Husband shall have the right to make payments on account of the principal of said indebtedness on the 5th day of any month subsequent to the 5th day of November, 1956, in multiples of five hundred dollars plus accrued interest to that date on the balance of said entire principal, at the offices of the Bank of Fairhope, Fairhope, Alabama, which Bank shall be authorized to receipt therefor on behalf of the Wife any expenses for or incident to said collection by said bank, to be borne by the Husband.

And to secure the payment of said unpaid balance of Twelve Thousand Dollars (\$12,000) principal amount of said settlement, the Husband hereby grants unto his said Wife and hereby imposes and fixes a lien upon the following described land now owned and possessed by him in the County of Baldwin, State of Alabama, namely: the East half of the Northeast Quarter of Section 15, Township 6 South, Range 2 East, which land is hereby charged as security for the payment of said unpaid alimony and the interest thereon. The Husband shall have the privilege to mortgage the Northeast Quarter of the Northeast Quarter of Section 15, Township 6 South, Range 2 East in order to obtain sufficient funds necessary to pay the first installment of Six Thousand Dollars (\$6,000) or any balance owing thereon becoming due eighteen (18) months after November 5, 1956, together with interest thereon, and shall have the further privilege of mortgaging the Southeast Quarter of the Northeast Quarter of Section 15, Township 6 South, Range 2 East for obtaining funds with which to pay the second installment of Six Thousand Dollars (\$6,000) or any balance owing thereon becoming due thirty-six (36) months from November 5, 1956, together with interest thereon; provided, however, that the funds so obtained by each said mortgage in the necessary amount shall be paid directly to the Wife, before the lien hereby granted to the Wife and hereby imposed and fixed upon each parcel of said land shall be discharged and satisfied.

5. The Husband acknowledges that Lot 5 and the South 59 feet of Lot 4, Block 23, Division 4 as per Fairhope Single Tax Corporations parcel re-plat, filed for record in the office of the Judge of Probate of Baldwin County, Alabama, on September 30, 1931, and the improvements thereon, constituting the residence and home of the Wife and where he formerly resided, is now and has been for several years the property of the Wife, she being the sole owner thereof, and that he has no right, title or interest therein; and he further declares her ownership therein, so that there may be no misunderstanding with respect thereto.

6. It is also the purpose of this agreement that the Wife shall, and she does hereby accept the considerations herein passing to her, in full and absolute satisfaction of, and in lieu of, any and all rights, including dower, which she may have or claim to have to any property, real, personal or mixed, that may be owned or belong to said Husband or which may hereafter be owned or belong to him, except as otherwise herein provided, all of which she does hereby release and quit claim to him, and she shall and will at any time, upon the request of said Husband, execute whatever documents that may be or shall become necessary or desirable for the purpose of releasing and further vesting the same in him or his nominees. The Husband likewise does accept the considerations herein passing to him in full and absolute satisfaction of, and in lieu of, any and all rights, including curtesy, which he may have or claim to have to any property, real, personal or mixed, that may be owned or belong to the said Wife or which may hereafter be owned or belong to her, all of which he does hereby release and quit claim to her, and he shall and will at any time, upon the request of the Wife, execute whatever documents that may be or become necessary or desirable for the purpose of releasing and further vesting the same in her or her nominees.

7. The said Wife does hereby release and forever discharge, except as otherwise herein provided, the Husband from all claims, rights of actions, obligations or duty to support or maintain her, and further releases him from any other or different claim for alimony or support by virtue or on account of their relations as Husband and Wife.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals in duplicate as of the 3rd day of November, 1956.

Nadine M. Klumpp (SEAL)

Anthony J. Klumpp, Jr (SEAL)

STATE OF ALABAMA I
COUNTY OF MOBILE I
Baldwin

I, the undersigned Notary Public in and for said County in said State, hereby certify that NADINE M. KLUMPP, whose name is

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signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of November, 1958.

Aubrey Brewton
Notary Public, ~~XXX~~ Baldwin County, Alabama
Baldwin
My Commission Expires April 11, 1959

STATE OF ALABAMA I
COUNTY OF BALDWIN I

I, the undersigned Notary Public in and for said County in said State, hereby certify that ANTHONY J. KLUMPP, JR., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of November, 1958.

C. G. Chason
Notary Public, Baldwin County, Alabama

Seal
C. G. Chason, Notary Public
Baldwin County, Alabama
My commission expires 29 April, 1958