

191

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

In Re: The Marriage of

✓ LOTTIE D. WILLIAMS,

Plaintiff,

vs.

HERMAN J. WILLIAMS,

Defendant.

Case No: DR-91-015

FINAL DECREE OF DIVORCE

This cause coming on to be heard was submitted upon Plaintiff's Complaint, Entry of Default Judgment against the Defendant and Testimony of the Plaintiff taken in open court, and upon consideration thereof, the Court is of the opinion that the Plaintiff is entitled to the relief prayed for in said Complaint. The Court being satisfied from all the testimony that there exists such a complete incompatibility of temperament that the parties can no longer live together. It is therefore

ORDERED, ADJUDGED, and DECREED by the Court that the bonds of matrimony heretofore existing between the Plaintiff and Defendant be, and the same are hereby dissolved, and the said Lottie D. Williams is forever divorced from the said Herman J. Williams for and on account of incompatibility of temperament between the parties.

It is further ORDERED, ADJUDGED and DECREED that custody of the minor child of the parties, to wit: Antonio J. Williams is awarded to the Plaintiff. The Court finds from the testimony of the Plaintiff that it is in the best interests of the minor child for the Defendant to have visitation rights with the minor child at reasonable times in Plaintiff's home at times mutually agreed upon by both parties and after reasonable notice to Plaintiff. The Court therefore ORDERS that the Defendant is to have rights of visitation with the minor child of the parties as listed above.

The Defendant shall pay to the Plaintiff for the support, maintenance and education of the children of the parties the periodic monthly sum of \$198.00 beginning immediately. The award of child support made herein was determined by application of the Child Support Guidelines as established by Rule 32, A.R.J.A. A copy of the guideline form has been filed herein and is made a part of the record in this cause.

It is further ORDERED that the Defendant shall maintain a policy of insurance on the child of the parties to pay for medical and dental expenses for so long as child support is payable and insurance is available through his employment. Further the Husband shall pay one-half of all medical and dental expenses incurred by the child and not covered by insurance.

It is further ORDERED that Defendant shall have full right, title, possession, ownership, interest and claim of the 1984 Chrysler LeBaron and Plaintiff will convey all her right, title, interest and claim in and to same to the Defendant by proper instrument. Further, Defendant shall be responsible for and shall pay the outstanding indebtedness due on said automobile to AmSouth Bank and will indemnify and hold the Plaintiff harmless from payment of same.

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M. Valle, AS

BOOK 366 PAGE 706

Williams vs. Williams

DR-91-015

Divorce Decree - Page 2

It is further ORDERED that the Plaintiff is awarded all right, title, possession, ownership, interest and claim in and to the house and real property described as follows:

Commence at the SE Corner of the SW 1/4 of the SW 1/4 of Section 17, Township 22 South, Range 3 West, thence run northerly and along the east line for a distance of 540.0 feet, thence turn 92 deg. 00 min. to the left for a distance of 39.40 feet, thence turn 93 deg. 00 min. to the right for a distance of 135.27 feet, thence turn 123 deg. 15 min. to the left for a distance of 144.67 feet, thence turn 12 deg. 42 mins. to the right for a distance of 209.49 feet to the NW corner of Horton property, thence turn 95 deg. 41 mins. to the right and along the Holsomback property for a distance of 130.0 feet to the point of beginning, thence continue along same line for a distance of 127.0 feet, thence turn 84 deg. 19 mins. for a distance of 120.0 feet, thence turn 95 deg. 41 min. to the right for a distance of 127.0 feet, thence turn 84 deg. 19 mins. to the right for a distance of 120.0 feet to the point of beginning.

Plaintiff shall be responsible for and shall pay the outstanding mortgage on said property and Defendant shall be indemnified against any liability connected therewith.

Defendant shall vacate the premises and remove all personal belongings within 30 days of the Final Decree of Divorce.

It is further ORDERED that each party shall pay the debts in his or her own name at the time of the divorce and thereafter. The Plaintiff and Defendant shall indemnify and hold the other party harmless from paying any debt a party is ordered herein to pay and any debts not listed herein.

It is further ORDERED by the Court that in the event the obligor becomes delinquent in a dollar amount equal to one month of support payment as herein ordered and upon written affidavit of the obligee of such delinquency, or upon request of the obligor or upon the Court's own motion, 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, Code of Alabama, 1975, shall be served upon the obligor's employer and shall become effective within fourteen (14) days of service of same.

It is further ORDERED, ADJUDGED, and DECREED that neither party shall marry again except to each other until 60 days after the date of this divorce decree and if an appeal is taken (which must be instituted within 42 days from this decree or from the date that a post trial motion is denied), then neither party shall again marry except to each other during the pendency of the appeal.

It is further ORDERED that the Defendant pay One Hundred Fifty Dollars and 00/100 (\$150.00) to the Plaintiff's attorney, James W. Fuhrmeister at P.O. Box 380275, Birmingham, Alabama 35238.

It is further ORDERED that the Defendant pay the costs of Court accrued herein, for which execution may issue.

DONE and ORDERED this 7th day of May, 19 91.

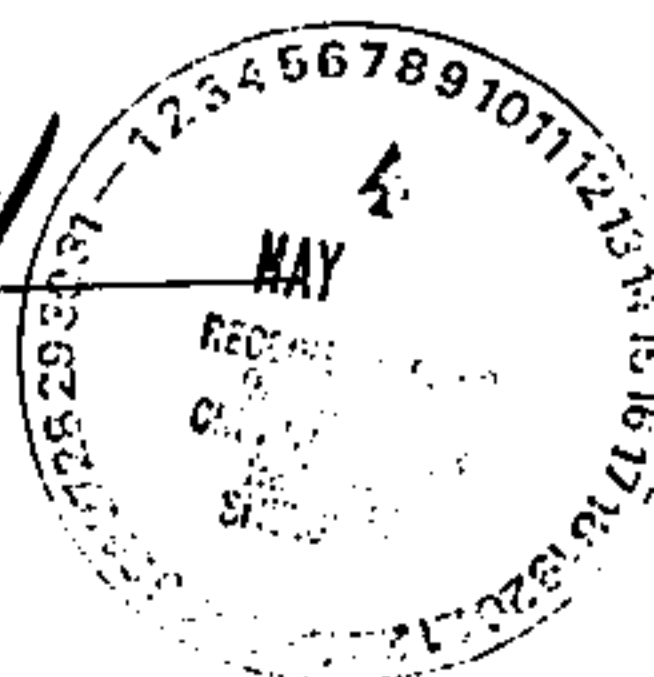
I, Dan Reeves, Clerk and Register of the Circuit Court for Shelby County, Alabama, do hereby certify that the foregoing is a correct copy of the original decree rendered by the Judge of the Circuit Court in the above stated cause, which said decree is on file and enrolled in my office

Witness my hand and seal this the 8

day of May, 19 91

Dan Reeves

Circuit Judge



INCOME WITHHOLDING ORDER

LOTTIE D. WILLIAMS
Plaintiff,
vs.
HERMAN J. WILLIAMS
Defendant,

IN THE CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
DOMESTIC RELATIONS DIVISION
CASE NO. DR 91 015

THE PRESENT EMPLOYER AND ANY SUCCESSIVE EMPLOYER OF Herman J. Williams

IS HEREBY ORDERED AS FOLLOWS:

(1) To withhold from the income due or becoming due to the above-named person the sum of One Hundred Ninety Eight Dollars (\$198.00) per month

(If the employee's pay period does not coincide with the child support pay periods, the employer shall deduct from the employee's pay the amount necessary to keep the child support current, as nearly as possible. It is further provided that if the employee's support obligation is ordered to be paid monthly and the employer's pay periods are at more frequent intervals, the employer may withhold at each pay period an amount cumulatively sufficient to equal the total monthly support obligation.)

(2) To remit to the Clerk of the Shelby County Circuit Court as soon as possible all amounts so withheld. The Clerk shall disburse the said amount to

Lottie D. Williams

(3) To notify the Court of any change in the employment of the employee.

(4) To give this withholding order priority over any notice of garnishment served upon the employer.

(5) Not to withhold for child support an amount in excess of fifty percent (50%) of the employee's disposable income if he is supporting a second spouse or family and sixty percent (60%) if he is NOT supporting a second spouse or family. If the employee is found to be three (3) months or more in arrears, however, these amounts go up to 55% and 65%, respectively.

(6) To withhold an additional One Dollar (\$1) per payment made to the Clerk's Office for the Clerk's expenses in handling these payments.

(7) Not to use this order as a basis for the discharge of the employee.

(8) The costs of the service of this order are hereby taxed against the said employee, and the employer shall withhold this amount from the employee's income and forward that amount to the office of the Circuit Clerk of Shelby County, Alabama, by separate check, along with the withheld child support.

DONE AND ORDERED this 7th day of May, 1991.

[Signature]
Circuit Judge

NOTICE TO THE EMPLOYER:

(1) You are authorized to deduct from the employee's income a fee of up to \$2.00 per month for the employer's expenses incurred in complying with this order.

(2) This order shall be binding upon the defendant's employer and any successive employer fourteen days/after service pursuant to the Alabama Rules of Civil Procedure and shall remain effective until further order of the court.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

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JUDGE OF PROBATE

1. Dead Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	2.50
4. Indexing Fee	\$	5.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	
Total	\$	11.50

