

FINAL JUDGEMENT OF DIVORCE

Form 23

IN RE: THE MARRIAGE OF

CIRCUIT COURT

TENTH JUDICIAL CIRCUIT OF ALABAMA

WILLIAM DEXTER REESE
PLAINTIFF.

DR90 189

and

PATTI WARE REESE
DEFENDANT.

CIVIL ACTION NO. _____

CJA
08/16/1993-10429
08:47 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
009 MCD

26.50

FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for final judgment upon the pleadings and proof. Upon consideration thereof, it is ordered and adjudged by the Court as follows:

FIRST: That the bonds of matrimony heretofore existing between the parties are dissolved and the said

WILLIAM DEXTER REESE

FILED IN OFFICE

JAN 31 1990

and said PATTI WARE REESE
are divorced each from the other.

POLLY CONRADI
CLERK OF CIRCUIT COURT
DOMESTIC RELATIONS DIVISION
INTERPERSON COORDINATOR

SECOND: That neither party shall marry again except to each other until sixty (60) days after the date of this Judgment of Divorce, and if an appeal is taken (which must be instituted within forty-two (42) days from this Judgment, or from the date that a post-trial motion is denied), then neither party shall again marry except to each other during the pendency of the appeal.

THIRD: That the costs of Court accrued herein are hereby taxed against the Defendant.

FOURTH: That reference is hereby made in this Final Judgment of Divorce to a separate order entitled, Order of Continuing Income Withholding for Support, pursuant to Code of Alabama 1975, Title 30-3-60 et seq., which is specifically incorporated herein as a part of this Court's order and decree in this cause; however this Order shall NOT be served until further Order of the Court.

FIFTH: It is further ORDERED, ADJUDGED and DECREED by the Court that the agreement of the parties filed in this cause, attached hereto, is hereby ratified and approved and made a part of this decree the same as if fully set out herein and the parties to this cause are ordered to comply therewith.

... LAST ITEM ...

JAN 31 1990

DONE and ORDERED this the _____ day of _____, 19 _____

Copies of this Judgment mailed pursuant to Rule 77(d) of the Alabama Rules of Civil Procedure this date.

CHARLES J. NAJJAR

Circuit Judge,
Civil Division

Inst 1993-10429

08/16/1993-10429
08:47 AM CERTIFIED

Polly Conradi
FEB 10 1990

5558 Parkview Cir,
B'ham, AL 35242

I, Polly Conradi, Clerk of the Circuit Court of Jefferson County, do hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in said Court.

WITNESS my hand and the seal of said Court, this

the 15th day of Feb., 1920

Polly Conradi
CLERK

WILLIAM DEXTER REESE

PLAINTIFF.

VS.

PATTI WARE REESE

DEFENDANT.

CIRCUIT COURT

TENTH JUDICIAL CIRCUIT OF ALABAMA

(IN EQUITY)

CIVIL ACTION NO.

DR90 189 CJN

ORDER OF CONTINUING INCOME WITHHOLDING FOR SUPPORT

THIS ORDER of Continuing Income Withholding for Support by Employers is issued, pursuant to the Code of Alabama 1975, Title 30-3-60 et seq., as a means of child support enforcement. It is therefore,

ORDERED and ADJUDGED by the Court as follows:

1. The Court hereby directs

(NAME AND ADDRESS OF EMPLOYER) Southeast Wood Sales, Inc. P.O. Box 1587 Jasper, AL 35501

the employer of

(NAME AND SOCIAL SECURITY NUMBER OF EMPLOYEE) WILLIAM DEXTER REESE

employee, to withhold from the sums due the said employee, beginning with the pay period following this Order, and continuing until otherwise ordered by this Court, the sum of

(AMOUNT AND FREQUENCY OF SUPPORT PAYMENTS) Five Hundred Fifty Dollars per month per child as child support being due on the 15th day of each month commencing with the 15th of the month following the entry of divorce.

for the current support and maintenance of the minor child(ren) of the parties, plus an Administrative Fee of One Dollar (\$1.00) for each payment to the Court.

Provided, however, the total amount withheld may not exceed the maximum statutory amounts prescribed under federal law for garnishments issued to enforce support obligations.

If the employee's pay periods are at more frequent intervals than once a month, the employer may withhold at each pay period, an amount cumulatively sufficient to equal the total monthly obligation.

2. The employer is ordered and directed to pay all child support payments withheld from the wages of said employee by delivering same in person or by mail to:

Mr. D. L. Cockrell, Register in Chancery Room 235 Jefferson County Courthouse Birmingham, Alabama 35263-0010.

Said payments into Court shall begin on or before the 10th day of the month following this Order, and shall continue on or before the 10th day of each month thereafter until further order of the Court. To insure proper credit, remittance from employer shall bear the following information:

NAME OF PLAINTIFF) WILLIAM DEXTER REESE
NAME OF DEFENDANT) PATTI WARE REESE
CASE NUMBER)

Upon receipt of same the Register is directed to forthwith make distribution of the funds to the recipient. The recipient is directed to immediately notify the Register of this Court in writing of current and any changes in the mailing address.

3. The Court hereby taxes the costs of service of this Continuing Income Withholding action to the employee and hereby directs the employer to withhold from the first pay period covered by this Order the costs taxed against the said employee. This amount shall be paid over and above any monies withheld for child support, and shall be paid to the Register of this Court.

4. The employee must notify the Court of any changes of employment, as well as the name and address of any new employer. The employer shall make the same information, when known, available to the Court.

5. The employer is authorized to deduct from the sums due the employee a fee of up to Two Dollars (\$2.00) per month for expenses incurred hereunder.

6. The Register of this Court shall NOT issue a copy of this Order for service on the employer.

DONE and ORDERED

JAN 31 1990

CHARLES J. NAJJAR

CIRCUIT JUDGE

Copies of this Order mailed pursuant to Rule 77(d) of the Alabama Rules of Civil Procedure this date.

Dated:

FEB 1 1990

Gally Conradi

IN THE CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA

FILED IN OFFICE

WILLIAM DEXTER REESE,)
)
 PLAINTIFF,)
)
 VS)
)
 PATTI WARE REESE,)
)
 DEFENDANT.)

JAN 22 1990

BOLLY CONRADI
CLERK OF CIRCUIT COURT
DOMESTIC RELATIONS DIVISION
JEFFERSON COUNTY, AL
CASE NO.

DR90 189

CJN

AGREEMENT OF THE PARTIES

This Agreement, made and entered into by and between the Plaintiff and the Defendant styled above, on this the 19 day of January, 1990, is as follows:

WITNESSETH:

WHEREAS, the said parties desire to evidence in writing the terms of their said separation and to have the Court incorporate into any Final Decree of Divorce this Agreement, in the event that a Final Decree of Divorce is entered by this Court, and,

WHEREAS, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. That this agreement shall be presented to the Court in connection with any Complaint for Divorce filed by either party hereafter, and shall be incorporated into any Final Decree of Divorce entered by the Court.

2. That the parties shall live separate and apart, and neither shall disturb nor interfere with the other party.

3. CUSTODY AND VISITATION: That the care, custody and control of the parties minor children of the parties, namely, Lauren Elizabeth Reese, a minor whose date of birth is January 23, 1982, and Richard William Reese, a minor whose date of birth is March 14, 1984, shall be shared by the parties, each being deemed to be fit and proper therefore. In connection with this shared custody agreement, the Defendant shall have the primary responsibility of providing said children with shelter and food, religious and educational training.

4. The minor children shall reside with the Defendant at all times except that the minor children shall reside with the Plaintiff as follows:

a. Every other weekend, commencing 6:00 P.M. on Friday until 6:00 P.M. on the following Sunday commencing on the first weekend after the entry of a decree of divorce.

b. While the children are under ten years of age from 3:00 PM on Christmas day through 6:00 PM on December 29. After ten years of age the parties shall alternate the following holiday schedule: On even years the Plaintiff shall have the children for a period commencing 4 days prior to Christmas through 3:00 PM on Christmas day, and for a period from December 29 through 3:00 PM on New Year's day. On odd years the Plaintiff shall have the children commencing 3:00 PM on Christmas day through December 29, and on New Year's day at 3:00 PM until they return to school.

c. On alternate Thanksgiving holidays from 8:00 AM on Thanksgiving day through 6:00 P.M. on the following Sunday, commencing in 1990.

d. One week every other A.E.A. holiday (or its equivalent spring holiday) commencing in 1990 from 6:00 P.M. the Friday prior to such holiday and ending on 6:00 P.M. on the Sunday following such holiday.

e. On the each child's birthday from 6:00 P.M. of such birthday through 8:00 AM the next day.

f. Two additional days each week that the parties mutually agree upon and if the parties cannot agree mutually, then the Plaintiff will give the Defendant one day notice as to when he intends to exercise such visitation.

g. Four weeks in the summer, with no more than two weeks being provided to the Father at any one time, and further provided that the Father shall give the Mother written notice of such summer visits at least 14 days prior thereto. In the event the Mother was to move her residence outside the State of Alabama, then the Father shall be entitled to six weeks in the summer, with no more than three weeks being provided to the Father at any one time, upon 14 days prior written notice.

h. Every Father's Day from 8:30 AM through 8:00 AM the next day.

i. Every Easter from 2:00 P.M. through 8:00 AM the next day.

j. At such other times as the parties may reasonably agree upon from time to time.

5. Both Plaintiff and Defendant desire to be involved in the various activities of their minor children. These include academic, religious, civic, cultural, athletic, medical and dental activities of the minor children. The Plaintiff and Defendant agree that they will consult with each other prior to initiating any such activity with the minor children. Plaintiff and Defendant 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 consult with one another regarding all such activities. It is further agreed and understood that the Plaintiff and Defendant will notify one another as to any conferences, 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 minor children. The parties further agree to immediately notify the other of any emergencies and other important issues and matters affecting the children.

Should Plaintiff and Defendant be unable to agree on any aspect of the academic, religious, civic, cultural, athletic or medical and dental activities of the minor children, the following party is hereby designated as having the primary authority and responsibility regarding the involvement of the minor children in said activity: Academic - Plaintiff; Religious - Plaintiff; Civic - Defendant; Cultural - Defendant; Athletic - Plaintiff; Medical - Defendant; Dental - Defendant. The exercise of this primary authority is in no way intended to negate the responsibility of the parties to notify and communicate with each other as set forth hereinabove.

6. Each party will provide reasonable and necessary discipline over the minor children while in their respective care, custody and control, and shall carry forth disciplinary standards established by the other when the children are in their custody.

The parties agree that while the children are in their actual custody, the children will be permitted to receive reasonable telephone calls from the non-custodial parent, and will be permitted to and encouraged to place such reasonable telephone calls to the non-custodial parent.

7. Each party shall provide for the general health and welfare of said children and provide shelter and adequate food when in their care, custody and control.

8. The Plaintiff and the Defendant agree each with the other that they will continue to reside within three hours automobile travel of Birmingham, Alabama, until the youngest child is ten (10) years of age or, in the event said Defendant decides to move to a point further than three hours automobile travel from Birmingham, Alabama, she shall be responsible for equally sharing in the responsibility of transporting said children to said husband for his custodial periods.

9. If a Catholic school is within the reasonable travel area of where the children are residing with the Defendant, the Defendant agrees at her expense to enroll and maintain the children in a Catholic School through the 12th grade of school. In the event the Defendant's financial ability to provide such education changes she shall notify the Plaintiff thereof and provide the Plaintiff with the opportunity of undertaking that portion of such private educational expense that the Defendant can no longer afford. Further, the Defendant agrees that the children will attend a Catholic Church each Sunday while in her custody. In the event she cannot deliver the children to Church on Sunday, she shall reasonably notify the Plaintiff in order that he can make arrangements to deliver and pickup the children from Church.

10. DIVISION OF PERSONAL PROPERTY: The parties have heretofore divided or agreed to a division of their personal property to their mutual satisfaction and the list of divisions follows the end of this paragraph. Henceforth, each of the parties shall own, have and enjoy, independently of any claim or right of the other party, all items of personal property of every kind or nature, and description and wheresoever situated, which are now owned or held by, or which may hereafter belong or come to the Husband and Wife, with the full power to the Husband or Wife to dispose of the same as fully and effectually, in all respects and for all purposes, as if he or she were unmarried. Both parties shall execute upon request at any time, bills of sale or title transfers conveying title to the other party any property awarded to such party.

The following is a list of the personal property which has been specifically given to the Husband:

- (a) All his personal effects and clothing.
- (b) Stereo system.
- (c) 1983 Chevrolet Caprice Wagon.

The following is a list of the personal property which has been specifically given to the Wife:

- (a) All of her personal effects and clothing.
- (b) Her personal automobile and all household furniture, furnishings and personal property located in the house or residence of the parties or on said premises, with the exception of those items specifically awarded to said Husband.

11. DEBTS: The Plaintiff shall pay all bills, debts and obligations accrued as of the date of divorce which are in his name or jointly in the name of the said Husband and Wife. The Defendant shall pay all of such bills, debts and obligations which are in her name.

12. REAL ESTATE: The Plaintiff shall be vested with title and possession of all real estate owned by the parties in Walker County, Alabama subject to any liens thereagainst for which he shall be liable.

The homeplace of the parties located in Shelby County, Alabama has been appraised by an MAI appraiser, and determined to have a fair market value of \$190,000.00 with an approximate equity of \$80,000.00. The parties agree that the Plaintiff's interest in the homeplace is 40% of the net equity thereof and the Defendant's interest in the homeplace is 60% of the net equity thereof.

The Defendant shall be entitled to the exclusive possession of the homeplace of the parties until the youngest child born of this marriage attains the age of 19 years, marries or becomes self supporting, or until the Defendant remarries or chooses to no longer reside in such property as her principal place of residence, whichever first occurs. Thereupon, the house shall be placed upon the market for sale. The Defendant can sell the house without the consent of the Plaintiff so long as the net sales price is no less than \$190,000.00. If the offered price is less than \$190,000.00, the Defendant must first obtain the written consent of the Plaintiff, which shall not be unreasonably withheld. In the event the parties cannot agree on a sales price, either party shall have the right to petition a court of proper jurisdiction to conduct a sale for division.

Upon the sale of the house, the Plaintiff shall receive an amount equal to 40% of the net equity thereof, with the Defendant receiving the remaining 60% thereof.

The Defendant shall maintain in current status, all mortgages or liens against the property, maintain current fire and extended coverage insurance and satisfy all ad valorem taxes as same fall due. The Defendant shall maintain the premises so as not to permit waste to occur thereto.

The parties agree that the Defendant can acquire the Plaintiff's interest in said home at any time prior to as above established at a value to be determined by the average of two MAI appraisals or upon such other terms or conditions as the parties may from time to time agree in writing.

The parties shall continue to own joint with right of survivorship and as equal tenants in common, the condominium property acquired by them during their marriage, currently located in Florida. At such time as such condominium may be offered for sale and sold, the net proceeds of sale shall be divided equally

between the Plaintiff and the Defendant. While the property is owned by the parties hereto, the Plaintiff shall be solely responsible for making all mortgage payments, paying all taxes and insurance on the condominium and shall have the sole right to occupy, lease, rent or otherwise use such property. The Plaintiff shall be entitled to all tax benefits derived by the payment of interest, taxes, etc., or otherwise during the parties ownership hereafter.

13. CHILD SUPPORT: The Plaintiff shall pay to the Defendant the sum of Five Hundred Fifty (\$550.00) Dollars per month per child as child support, being due on the fifteenth day of each month, commencing with the 15th of the month following the entry of divorce. In addition, the Plaintiff shall be responsible for one-half of all fees and costs for the childrens' extracurricular activities such as piano and dance lessons, etc., for which he has agreed in writing with the Defendant that the child or children should or may participate in.

14. The Defendant shall maintain major medical and health insurance on the minor children through her employment at AMI, Brookwood Medical Center. In the event she terminates her employment with AMI, Brookwood Medical Center, the Plaintiff agrees to assume the expense and maintain major medical and health insurance on the minor children. The Plaintiff and the Defendant shall be responsible for and will pay or reimburse the other, one-half of all unreimbursed or uncovered medical, dental and pharmaceutical expenses incurred for said children during their minority, incurred by either. The Plaintiff and the Defendant are to supply each other with copies of such medical, dental or pharmaceutical bills within thirty days of receipt of same, to obligate the other under this provision. The Plaintiff and the Defendant shall pay their share of such bills within thirty days of receipt of a copy of such bill.

15. The Plaintiff shall maintain life insurance in the amount of \$200,000.00 on his life naming the minor children as irrevocable beneficiaries during their minority, and provide the Defendant with proof that such insurance remains in full force and effect, from time to time, as she may reasonably request.

16. The Defendant shall be entitled to claim her daughter as her dependent for state and federal income tax purposes. The Plaintiff shall be entitled to claim his son as his dependent for state and federal income tax purposes. Additionally, the parties agree to file a joint state and federal income tax return for tax year 1989 and equally share in any refunds or payments that may be received or required to be paid.

17. Both parties waive any claim to periodic alimony from each other.

18. That reference is hereby made in this Final Judgment of Divorce to a separate order entitled, Order of Continuing Income

Withholding For Support, pursuant to Code of Alabama, 1975, Title 30-3-60, et.seq., which is specifically incorporated herein as a part of this agreement, with the anticipation that such Order and this Agreement will be approved by this Court, and with the understanding that this proposed Order, if entered by the Court, will NOT be served until further Order of the Court.

19. The Plaintiff and Defendant shall share equally the costs of this action including attorney's fees and filing fees.

20. The Plaintiff shall, upon the rendition of any divorce in this action, return to the Defendant the originals of all tape recordings in his possession or under his control, containing her voice.

21. ENTIRE AGREEMENT: Both the legal and practical effects of this Agreement in each and every respect and the financial status of the parties have been fully explained to both parties, and they both acknowledge that it is a fair agreement and is not the result of any fraud, duress or undue influence by either party upon the other party or by any other person or persons upon either, and they further agree that this agreement contains the entire understanding of the parties. There are no representations, promises warranties, covenants, or other undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties having fully read and understood the provisions of this Agreement, have hereunto set their hands and seals on the day and date first written above.

Margaret C. Dawson
WITNESS

William Dexter Reese
WILLIAM DEXTER REESE

Margaret C. Dawson
WITNESS

Patti Ware Reese
PATTI WARE REESE

Inst # 1993-10429

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04/16/1993-10429
08:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 MCD 26.50