

**IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA**

**SUZANNE DAVIS,**

**Plaintiff,**

**vs.**

**CASE NO.: DR96-153**

**WILLIAM DAVID DAVIS,**

**Defendant.**

Inst # 1996-39119

11/26/1996-39119

01:58 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

006 HCD 21.00

**FINAL DECREE**

This case, coming on to be heard, was submitted for final Judgment upon the pleadings and proof, including ore tenus testimony heard by the Court, and upon consideration thereof, it is considered

**ORDERED, ADJUDGED and DECREED** by the Court as follows:

**FIRST:** That the bonds of matrimony therefore existing between the parties are dissolved, and the said SUZANNE DAVIS and said WILLIAM DAVID DAVIS are divorced each from the other.

**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. Thereafter, each party may, and they are hereby, permitted to again contract marriage upon the payment of costs of this suit.

**THIRD:** The permanent care, custody, and control of the minor child of the parties, namely, ASHLEY SUZANNE DAVIS, is awarded to Plaintiff, SUZANNE DAVIS, subject to visitation rights of Defendant on the following occasions:

- A. The first and third weekends of each month, beginning Friday, November 1, 1996, from 6:00 P.M. on Friday until 6:00 P.M. on Sunday. The first and third weekend of each month begins on the first or third Friday of each month.
- B. Every other Christmas Eve from 12:00 noon until 3:00 p.m. Christmas Day, beginning in 1997. On alternating Christmas holidays from 3:00 p.m. Christmas Day until

6:00 p.m. New Year's day, beginning in 1997.

- C. THANKSGIVING: Defendant shall have the said child on Thanksgiving of every other year beginning in 1996, from 4:00 P.M. on the Wednesday afternoon immediately preceding Thanksgiving Day until 6:00 P.M. on Friday. In years when Defendant has Thanksgiving visitation with the said child, and when his regularly scheduled weekend visitation is not on the weekend immediately following Thanksgiving Day, if Defendant desires, he may substitute his visitation for the third weekend of November for the weekend immediately following Thanksgiving Day.
- D. Two (2) two (2) week periods during the summer vacation months of each year, at times to be selected by Defendant, but upon written notice to Plaintiff at least thirty (30) days in advance of such visitations, such visitations to be separated by at least two (2) weeks.
- E. Four (4) days of each spring holiday season, during the months of March or April, as may be selected by Defendant, but upon written notice to Plaintiff at least thirty (30) days in advance of such visitation.
- F. Every other July 4th, beginning in 1998, and every other Labor Day and Memorial Day, beginning in 1997, from 4:00 P.M. on the day before the holiday until 6:00 P.M. on the day of the holiday.
- G. FATHER'S DAY: Defendant shall have visitation with said child on each Father's Day. Said visitation 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 Day. In the event Father's Day does not fall on a weekend when Defendant has regularly scheduled visitation with the child, Father's Day visitation shall be in addition to Defendant's regular weekend visitation.
- H. MOTHER'S DAY: Notwithstanding periods of visitation awarded to Defendant, Plaintiff shall have a superior right of visitation with the child for Mother's Day of each year. Should Mother's Day fall on one of those weekends of the month in which the child has regularly scheduled visitation with Defendant, Defendant shall return the child to Plaintiff's homeplace no later than 4:00 P.M. on the Saturday evening immediately preceding Mother's Day.
- I. THE CHILD'S BIRTHDAY: Defendant shall have visitation with the child on his birthday in odd numbered years from 4:00 P.M. on said child's birthday until 7:30 A.M.

**SIXTH:** Plaintiff is awarded full and complete title to all personal property which is presently in her possession including but not limited to the following:

- 1990 Chevrolet truck
- 1978 Jeep
- Computer and computer desk
- Lot adjoining marital home
- Dining Room Furniture and Appliances
- Living Room Furniture and T.V.
- Tanning bed
- Cedar Bed and Chest
- Ashley's Bedroom furniture and T.V.
- Pool Furniture
- Lawn Equipment

Plaintiff shall be responsible for any and all debt associated with the above items and shall hold Defendant harmless therefrom.

**SEVENTH:** Defendant is awarded full and complete title to all personal property which is presently in his possession including but not limited to the following:

- 1985 Trans Am
- 1985 S10 4 wheel drive truck
- 1980 Chevrolet work truck.
- 1973 one ton truck
- Bob Cat
- Lot 4
- 1968 Camero convertible
- 1977 Ford Truck
- Work tools
- Power Carrier
- Office furniture(2 desks, filing cabinet)
- Stereo system and cabinet
- Spare bed
- Video Game
- Master Bedroom Furniture and T.V.
- Tools-Air Compressor

Defendant shall be responsible for any and all debt associated with the above items and shall hold Plaintiff harmless therefrom.

**EIGHTH:** Plaintiff is awarded and shall have full title to and Defendant is hereby divested of any interest in the two(2) mobile home rental lots owned by the parties. Plaintiff shall pay the mortgage indebtedness and any other lien indebtedness against said property and shall hold Defendant harmless from any such indebtedness. Defendant shall execute any documents which may be reasonably necessary to vest full title to said property in Plaintiff.



the following day. Plaintiff shall have custody of the minor child on her birthday in even numbered years from 4:00 P.M. on said child's birthday until 7:30 A.M. the following day. This provision shall take priority over regularly scheduled visitation periods.

J. OTHER VISITATION: The visitation rights for Defendant, as provided herein, are intended by the Court to be the minimum visitation schedule to which Defendant is entitled. The parties are encouraged to extend Defendant's visitation, as herein allowed, as the child grows older, and as may be in the best interest of said child, and to reschedule by mutual agreement any visitation which is inconvenient for the parties or interferes with the child's extra curricular activities, with both parties to keep in mind the best interest of the said child.

K. NOTIFICATION OF ILLNESS OR ACCIDENT: In the event that the said child should become seriously ill or require hospitalization due to an illness or accident, the party having the actual custody of the said child 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 child, and the name of the child's treating physician. .

**FOURTH: CHILD SUPPORT.** Defendant shall pay to Plaintiff for the support and maintenance of the minor child of the parties the sum of Five Hundred Ninety Two Dollars (\$592.00) per month commencing on November 1, 1996, and on the 1st day of each month thereafter during the minority and dependency of said minor child.

A. The award of child support made herein was determined by application of the Child Support Guidelines established by Rule 32, A.R.J.A. A copy of the guideline forms has been filed and is made a part of the record in this cause.

B. An Order of Continuing Income Withholding for Support, pursuant to Code of Alabama, 1975, Title 30-3-60 et seq. shall be entered at this time and that it will go into effect immediately. A copy of said Order is attached hereto and made part of this Order.

**FIFTH: MEDICAL EXPENSES:** The parties are to split all hospitalization, dental, orthopedic, optical, prescription drug and other medical expenses incurred on behalf of said minor child.

**NINTH:** Defendant shall be responsible for and pay all business debts, the balance of the debt owing in Debtors Court, including taxes due as a result of the business operated by Defendant and the overdraft due AmSouth Bank in the amount of \$392.00.

**TENTH:** Plaintiff shall have the right to reside in the marital residence of the parties for up to one(1) year from the date of this Order. During said one(1) year period Plaintiff shall make efforts to and shall sell said property at a price agreed upon by and between Plaintiff and Defendant. The net proceeds from the sale of said property shall be split equally between Plaintiff and Defendant.

In the event Plaintiff fails to sell the residence within one(1) year from the date of this Order, Defendant shall have the right to make efforts to list and sell said property at a mutually agreed upon price. The net proceeds from said sale shall be split equally between Plaintiff and Defendant.

In the event the parties are not able to agree upon the price or other terms and conditions of the sale of the marital residence, the parties may petition the Court to Order the property be sold by the Court.

**ELEVENTH:** The Court hereby specifically reserves the issue of alimony by and between the parties.

**TWELFTH:** The Court FINDS that Defendant is in arrears in payment of child support in the amount of \$1,368.00 and is in arrears in payment of temporary alimony in the amount of \$1,200.00, pursuant to the previous Orders of this Court. Defendant is hereby ORDERED to pay said amounts immediately to Plaintiff. In the event Defendant has not paid said sums to Plaintiff on or before the sale of said marital residence, said sums shall be deducted from Defendant's portion of the net proceeds from the sale of the residence and paid to Plaintiff.

**THIRTEENTH:** The parties are to cooperate fully in the execution and delivery of any and all documents necessary to effectuate the transfer of any property and fulfill the terms and conditions of this Order.

**FOURTEENTH:** Plaintiff and Defendant will be responsible for their own individual attorney's fees.

**FIFTEENTH:** Costs of Court are hereby taxed as paid.

**DONE and ORDERED** this 21<sup>st</sup> day of October, 1996.

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 22<sup>nd</sup>

day of Oct 1996

Dan Reeves  
Clerk & Register of Circuit Court

J. Michael Joiner





IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA  
Domestic Relations

SUZANNE DAVIS,  
Plaintiff,

vs.

Case No.: DR-96-153

WILLIAM DAVID DAVIS,  
Defendant.

INCOME WITHHOLDING ORDER

THE PRESENT EMPLOYER AND ANY SUCCESSIVE EMPLOYER OF WILLIAM DAVID DAVIS IS HEREBY ORDERED AS FOLLOWS:

1. To withhold from the income due or becoming due to the above-named person the sum of:  
FIVE HUNDRED NINETY-TWO DOLLARS (\$592.00) PER MONTH, COMMENCING NOVEMBER 1, 1996.

(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 Shelby County Circuit Court as soon as possible all amounts so withheld. The Clerk shall disburse the said amount to: SUZANNE DAVIS.

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 (\$1.00) per payment made to the Clerk's Office for the Clerk's expense 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 in the amount of \$\_\_\_\_\_ 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, along with the withheld child support.

DONE AND ORDERED this the 21st day of October, 1996.

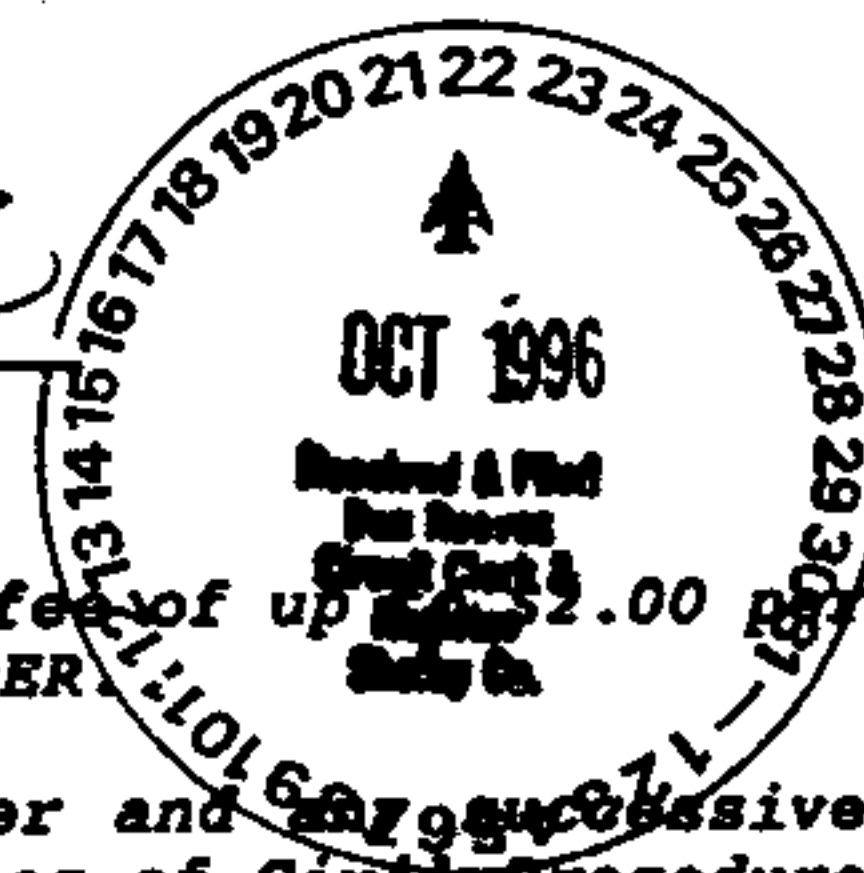
  
CIRCUIT JUDGE

NOTICE TO 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 (14) days after service pursuant to the Alabama Rules of Civil Procedure and shall remain effective until further order of the Court, or until all the children in this case reach the age of 19 years, then the order shall cease to be effective and the employer shall no longer withhold these wages.

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