

691

CAROLYN MERCHANT,

IN THE CIRCUIT COURT

Plaintiff,

FOR

vs.

SHELBY COUNTY, ALABAMA

JOHNNY M. DAILEY,

Defendant.

CASE NO. 5242

STATE OF ALABAMA )

AFFIDAVIT OF FINAL JUDGMENT AMOUNT

SHELBY COUNTY )

Before me, Margaret Nivens, a Notary Public for the State of Alabama,  
personally appeared Carolyn C. Merchant, who being first duly sworn, deposes and  
says as follows:

My name is Carolyn C. Merchant and I am 36 years of age and  
a resident of Shelby County, Alabama. I was formerly married to  
Johnny M. Dailey during which time my name was Carolyn C. Dailey.  
Johnny M. Dailey and I were divorced by judgment in the Circuit Court  
of Shelby County in Case No. 5242 rendered on June 23, 1972, which  
judgment was modified by this Court on October 4, 1976, a true and  
correct copy of which modification judgment is attached to this  
affidavit as Exhibit "A".

Said modification judgment provides for Johnny M. Dailey to pay  
to the Register as child support the sum of \$30.00 per week until all  
four of our children reach the age of majority. Said weekly payments  
of \$30.00 to begin as soon after October 4, 1976 as the Defendant  
resumed a 40 hour work week, which occurred prior to the beginning date  
of the present arrearage and has existed throughout the period of the  
present arrearage. I hereby certify that the said Johnny M. Dailey  
is \$1,320.00 in arrears as of August 16, 1982 with weekly child  
support payments under said modification judgment, all accruing and  
becoming past due subsequent to October 12, 1981.

Therefore, these past due and accrued child support installments  
amounting to \$1,320.00 as of August 16, 1982, constitute a final  
money judgment in favor of the undersigned Carolyn C. Merchant against  
Johnny M. Dailey, which judgment is now collectible and enforceable  
as any other judgment.

Affiant further states that this affidavit of final judgment  
against Johnny M. Dailey in the amount of \$1,320.00 is made and  
recorded in the Office of the Judge of Probate of Shelby County,  
Alabama, for the purpose of creating a judgment lien upon and against  
all real and personal property owned by the said Johnny M. Dailey in  
Shelby County, Alabama, or in which he has an ownership interest,  
whether future, contingent or otherwise. Further, for the purpose of  
furnishing the basis for issuance of civil execution for collection  
of this judgment debt.

Carolyn C. Merchant  
Carolyn C. Merchant

Sworn to and subscribed before me this 19th day of August, 1982.

Margaret Nivens  
Notary Public



Return to Wade H. Minton, Jr.

CAROLYN MERCHANT, formerly  
CAROLYN DAILEY,

Plaintiff,

vs.

JOHNNY M. DAILEY,

Defendant.

IN THE CIRCUIT COURT

FOR

SHELBY COUNTY, ALABAMA

CIVIL ACTION NO. E-5242

DECREE OF COURT IN CONTEMPT PROCEEDINGS

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This cause being submitted to the Court upon the written agreement of the parties filed in this cause on this 22nd day of July, 1977 and based upon the admissions of the Defendant in said agreement, the Court finds the Defendant to be in contempt of Court for his failure to comply with the Modified Divorce Decree in this cause dated October 4, 1976, it is therefore, ORDERED by the Court that the Defendant Johnny M. Dailey be and he is hereby adjudged in contempt of this Court for his failure to comply with his obligations under the Modified Divorce Decree in this cause. However, it is the further order of this Court that the Defendant be and he is hereby allowed to purge himself of this contempt by doing the following:

1. The Defendant will pay the present arrearage of \$725.00 to the Register of this Court by paying one-half thereof in the amount of \$362.50 on July 22, 1977, which payment is acknowledged, and by paying the remaining \$362.50 to said Register on or before August 29, 1977. In addition, the Defendant will remain current with all of his future child support payments to said Register under said Modified Divorce Decree beginning with the payment due on Monday, July 25, 1977. In addition to the above payments, the Defendant will pay to the Plaintiff's attorney, Wade H. Morton, Jr., Attorney at Law, Columbiana, Alabama, the sum of \$75.00 which payment shall be made to said attorney in cash on or before July 29, 1977.

2. That the Defendant will maintain hospital insurance covering the minor children of the parties and shall furnish to Plaintiff or Plaintiff's attorney on or before August 8, 1977 evidence that such policy is in full force and effect and will furnish her such evidence at reasonable intervals in the future.

3. The Defendant will pay the premiums becoming due after this date on the existing burial and life insurance policies on the

minor children of the parties by delivering said money to the Register of this Court; however, the Defendant will not be obligated to make any such payments until after the Plaintiff has filed with the Register of this Court written evidence that such policies are in full force and effect and of the amount of premiums due on each such policy, a copy of which written evidence will also be mailed to the Defendant.

It is further ORDERED by the Court that should the Defendant fail to purge himself from contempt of this Court in the manner herein provided and ordered, then and in that event Johnny M. Dailey shall be dealt with as for a contempt of this Court by further orders of this Court.

It is further ORDERED that the Register serve a copy of this decree by mail upon the Defendant Johnny M. Dailey.

DONE AND ORDERED this the 22nd day of July, 1977.

James H. Sharbitt  
Circuit Judge

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

1982 AUG 19 PM 2:44 Rec. 450  
Ind. 103

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

FILED IN OFFICE, This the 22nd day  
of July 1977

Kyle S. Sinsford

Register Circuit Court of  
Shelby County, Alabama

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