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IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT  
OF ALABAMA

MARK G. NOEL,

Plaintiff,

vs.

MILNER McADORY SMITH NOEL,

Defendant.

CIVIL ACTION NO.

DR 89 1766 JGB

FILED IN OFFICE

JUL 19 1989

POLLY CONRADI  
CLERK OF CIRCUIT COURT  
DOMESTIC RELATIONS DIVISION  
JEFFERSON COUNTY, AL

FINAL JUDGMENT OF DIVORCE

This case came on to be heard on June 6, 1989, on the Complaint of the plaintiff, Mark G. Noel, (hereinafter referred to as the "Husband") and the Answer and Counterclaim of the defendant, Milner McAdory Smith Noel, (hereinafter referred to as the "Wife") and after having taken the testimony of the plaintiff but before submission to the Court the parties reached an agreement to settle all issues in this cause between them and agreed that this agreement shall be incorporated into any divorce decree which may be rendered in this case and shall be binding and conclusive on the parties:

It is hereby Ordered, Adjudged and Decreed:

1. That the bonds of matrimony heretofore existing between the parties are dissolved, and the said Mark G. Noel and said Milner McAdory Smith Noel are divorced each from the other.

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

CLIFFORD M. SPENCER, JR.

ATTORNEY AT LAW

1010 COMMERCE CENTER

2027 FIRST AVENUE NORTH

ALABAMA 35203

S.R.

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each other during the pendency of the appeal.

3. The Wife shall have care, custody and control of the minor child of the parties, Martha Milner Noel, age 16.

4. The Husband shall hereinafter have standard visitation rights with the minor child as follows:

a. The first and third weekends of each month from 6:00 p.m. on Friday until 6:00 p.m. the following Sunday.

b. Each Christmas Day from 3:00 p.m. until 3:00 p.m. on the following New Year's Day.

c. One month during the summer at a time to be selected by the Plaintiff and upon written notice to the Defendant at least 30 days in advance of such visitation.

d. Every other Thanksgiving Day from 10:00 a.m. until 6:00 p.m. on the same day beginning in 1989.

e. Every other birthday of said child from 6:00 p.m. on said date until 8:00 a.m. the following day beginning in 1989.

The custodial parent shall keep the non-custodial parent informed on a current basis as to the residence address and telephone number where the child resides.

5. The Husband shall hereinafter pay to the Wife the sum of \$500.00 per month for support and maintenance of the minor child of the parties, the first of such payments being due August 1, 1989, and thereafter each month until the minor child of the parties attains the age of 19 years.

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6. 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.

7. Husband shall maintain, keep in full force and effect and pay the premiums on a major medical and hospitalization insurance policy providing benefits for both of the children of the parties namely, Martha Milner Noel and Mark M. Noel so long as Martha Milner Noel is dependent upon him for child support or remains a full time student and upon Mark M. Noel so long as Mark M. Noel remains a full time student recognizing that this obligation continues during summer vacations.

8. Husband agrees to assign and convey to Wife a \$100,000.00 life insurance policy with Connecticut Mutual Life Insurance Company on his life and agrees to pay all premiums upon this policy when they become due naming Wife as irrevocable beneficiary. Husband further agrees to name the children of the parties irrevocable beneficiaries of another policy of life insurance on his life in the amount of \$100,000.00 and pay all premiums thereon as they become due so long as such children are full time students in an institution of higher learning or are dependent upon him for child support.

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9. Husband agrees to pay to Wife the sum of \$800.00 per month as periodic alimony until such time as Wife dies or remarries.

10. The home place of the parties located at 2910 Westmoreland Drive, Birmingham, Alabama 35223, legally described as Lot 28, according to the Survey of Lewis Addition to Brookhill Forest, Ninth Sector, as recorded in Map Book 103, Page 100, amended by Map Book 105, Page 41 in the Probate Records of Jefferson County, Alabama, is hereby awarded to Wife and Husband is hereby divested of any and all interest in this property. Wife will pay the monthly mortgage payments on this property.

11. Wife shall have title and possession of all the parties household furniture, furnishings and fixtures except personal effects and clothing of Husband.

12. Wife is hereby awarded the title and possession of the 1984 Oldsmobile station wagon of the parties and agrees to pay the monthly payments on this automobile as they become due.

13. Husband is ordered to pay all debts of the marriage up through the date of this decree.

14. Husband is ordered to pay all expenses in connection with the college education of the children of this marriage including room, board, tuition, books and fees.

15. Wife is hereby awarded alimony in gross from the Husband in the amount of \$192,000.00.

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16. Husband is ordered to pay to Wife the sum of \$2,166.66 for the services of her attorney of record, Clifford M. Spencer, Jr.

17. Husband and Wife both are ordered to execute any and all necessary instruments or documents to effect the transfer of any and all property including real or personal as may be provided in this agreement within 30 days of the date of this decree.

18. Husband is ordered to pay the costs of Court accrued in this matter for which let execution issue.

DONE and ORDERED this the 19 day of July, 1989.

*Joe G. Barnard*  
JOE G. BARNARD  
Circuit Judge

APPROVED:

*Suzanne S. Childers*  
SUZANNE S. CHILDERS  
Attorney for Mark G. Noel

*Clifford M. Spencer, Jr.*  
CLIFFORD M. SPENCER, JR.  
Attorney for Milner McAdory  
Smith Noel

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

89 SEP -8 AM 10:41

*Thomas A. Shanks, Jr.*  
JUDGE OF PROBATE

## RECORDING FEES

Recording Fee	\$ 12.50
Index Fee	1.00
TOTAL	16.50

Copies of this Order mailed pursuant to Rule 77(d) of the Alabama Rules of Civil Procedure this date  
JUL 20 1989

Dated \_\_\_\_\_, 19\_\_

*Polly Conrad*

I, Polly Conrad, 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 25 day of July, 19 89

*Polly Conrad*  
CLERK

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STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON

1989 AUG 21 PM 3:55

RECORDED & INDEXED  
REC'D TAX HAS BEEN PD. ON THIS INSTRUMENT

JUDGE OF PROBATE

14.50