

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

NANCY DENISE TURNER,
Plaintiff,

vs.

MICHAEL EARL TURNER,
Defendant.

Case Action No.
DR-88-427

AGREEMENT

AGREEMENT, made the 14 day of November 1988, between NANCY DENISE TURNER, hereinafter "Wife" and MICHAEL EARL TURNER, hereinafter "Husband".

WHEREAS, the parties were married in Shelby County, Alabama on the 12th day of June, 1978.

WHEREAS, it has now been determined that it is impossible for the parties to live happily in a marital state, and the Wife has expressed her intention to bring against the Husband an action for divorce, and hereby confirms such intention; and

WHEREAS, the parties desire to enter into an Agreement with respect to their property rights, regardless of the actual separate property or joint nature thereof, and their other rights;

NOW, THEREFORE, the said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the respective parties hereto, each covenant and agree as follows:

I. Personal property owned by the parties shall be divided as follows:

A. The parties have divided between themselves, to their mutual satisfaction, the personal effects, household furniture and furnishings and all other articles of personal property which have been used by them in common and either party will make any claim to any such items which are in possession or under the control of the other.

B. Notwithstanding the above provision, the wife



shall have sole possession and ownership of the 1988 Pontiac Fiero GT automobile. The husband shall be responsible for and pay the outstanding mortgage on the automobile and convey clear title to the wife and shall indemnify the wife for his failure to do the same, unless and until the wife shall remarry, at which time the husband's obligation to pay for the automobile will cease.

C. The husband shall be and is the sole owner in fee simple of the marital home located at Rt. 1, Box 158, Vincent, Alabama 35178, and accordingly, title is divested out of the wife and into the husband. Said real property is subject to an outstanding mortgage which the husband assumes and agrees to pay and hereby agrees to indemnify the wife against said payments. The husband also agrees to pay any other incidental charges or bills which are outstanding against the marital home and property and further agrees to pay said bills or other incumbrances and to indemnify the wife for his failure to do the same.

II. The Plaintiff, NANCY DENISE TURNER, shall be awarded the care, custody and control of the minor child of the parties, KEVIN M. TURNER, age nine, date of birth being October 4, 1979.

III. The Defendant, MICHAEL EARL TURNER, shall pay to the Plaintiff the sum of Six Hundred and No/100 Dollars (\$600.00) per month, as child support for the support and maintenance of said child. Said amount shall be paid through the Circuit Clerk and Registrar of Shelby County, Alabama.

A. The husband is to make the first payment for the retroactive amount to cover the entire month of November and shall pay Six Hundred and No/100 Dollars (\$600.00) for November to the wife no later than five (5) days of the effective date of this divorce.

IV. The husband shall pay all health care expenses for the minor child, including, but not limited to, hospitalization costs, cost of all medical and dental expenses and any other expenses which are related to health care costs of the minor child. The husband shall provide to the wife a certificate or

card of insurance in order to enable the wife to obtain short-term or emergency treatment for the child. The husband shall indemnify the wife for any of these expenses which she incurs on behalf of the minor child. Before incurring any expense for treatment which is elective and not emergency in nature, which expense exceeds \$250.00, the Plaintiff shall give notice of the proposed treatment to the Defendant. The Defendant shall have the right to obtain a second opinion, within a reasonable time and at his own expense.

V. The Defendant shall be awarded visitation of the minor child of the parties every other weekend from 2:30 p.m. Friday to 7:00 p.m. of the following Sunday. The Defendant shall pick up said child at the Plaintiff's residence and return the said child to the Plaintiff's residence at the times stated above. The Defendant shall have the first full weekend following the effective date of the divorce and alternate weekends thereafter. Plaintiff and Defendant shall alternate visitation on holidays with Thanksgiving Holiday being from 6:00 p.m. on Wednesday preceding Thanksgiving and continuing until the following Sunday at 6:00 p.m. Defendant shall have visitation with the child each year beginning at 5:00 p.m. on December 23rd until 10:00 p.m. on December 24th. The Defendant shall pick the child back up at 5:00 p.m. on December 25th and return the child to the Plaintiff's home on January 1, 7:00 p.m. the next year. Defendant shall have visitation of the minor child every other week during the summer months beginning with the first full week of summer vacation. Defendant shall have visitation with the minor child on Father's Day whether it be his weekend for regular visitation or not and the Plaintiff shall have visitation with the minor child on Mother's Day. Any and all other reasonable visitation as agreed upon between the parties.

A. The husband's visitation rights with the minor child may be expanded on a temporary basis by mutual agreement of the parties; however, no such temporary agreement shall be deemed

to waiver any future rights or shall be deemed to set precedent for future expanded visitation.

VI. The Defendant shall be responsible for any indebtedness of the marriage, whether in the name of the husband and wife or the husband or the wife, which debts were incurred prior to November 1, 1988. The Defendant further agrees to indemnify and hold the Plaintiff harmless from any said indebtedness.

VII. This Agreement shall become binding upon the parties and their respective legal representatives, successors and assigns, immediately following the granting of a final decree of divorce in a proceeding instituted by either party against the other party, provided that the provisions of this Agreement are approved by the Court in which such proceedings are instituted. In the absence of the granting of a decree or the approval of the Court, the provisions of this Agreement shall have no effect.

VIII. No waiver of breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach.

IX. Before the decree is signed, no modification of this Agreement shall be binding upon either of the parties unless reduced to writing and subscribed by both of the parties, and incorporated herein or attached hereto.

X. Each of the parties shall execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

XI. The Husband acknowledges that he understands that Ronald E. Jackson, an attorney-at-law, has appeared and served as attorney for the Wife and hence does not and cannot appear or serve and has not appeared and served as the Husband's attorney in these divorce proceedings and will use his best efforts to

protect the Wife's best interests; the Husband has the right to employ an attorney of his own choosing and the Husband has been advised by Ronald E. Jackson that it may be in the Husband's best interest to do so; and having been so advised of the foregoing, the Husband requested Ronald E. Jackson to prepare an Answer and Waiver under which this divorce may be submitted to the Court for a divorce decree without any further or additional notice to the Husband and upon such other pleadings and agreements as may be appropriate.

XII. This Agreement constitutes the entire agreement between the parties and supersedes all and any other prior agreements, if any. This Agreement constitutes an integrated bargain between the parties to the extent that the provisions dealing with property division cannot be modified by the Court without the consent of the parties.

XIII. The Wife hereby agrees to pay Ronald E. Jackson, Attorney at Law, for his representation of the Wife in this matter and the Wife further agrees to pay all court costs in this divorce proceeding.

I-C Addendum

The husband shall pay to the wife the sum of Four Thousand and No/100 Dollars (\$4,000.00) as her portion of the equity in the marital home. Said payment shall be paid to the wife at the time of the execution of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement.

Wicki Daniel
(Witness)

Wicki Daniel
(Witness)

Ronald E. Jackson
Ronald E. Jackson
Attorney for Plaintiff

Nancy Denise Turner 11-14-8
NANCY DENISE TURNER DATE

Michael Earl Turner 11-14-8
MICHAEL EARL TURNER DATE

INCOME WITHHOLDING ORDER

Nancy Denise Turner
Plaintiff,
vs.
Michael Earl Turner
Defendant,

IN THE CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
DOMESTIC RELATIONS DIVISION
CASE NO. DR-88-473

THE PRESENT EMPLOYER AND ANY SUCCESSIVE EMPLOYER OF Michael Earl Turner IS HEREBY ORDERED AS FOLLOWS:

(1) To withhold from the income due or becoming due to the above-named person the sum of \$600.00 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 Nancy Denise Turner

(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 (\$) 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 16th day of November, 19 88

D. Al Cowan
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.

12/12/1992-11004
12/24 AM CERTIFIED
SHELBY COUNTY JUDGE'S OFFICE
21.58

1992-11004

