A TOP TO SERVICE OF THE PARTY O	CIRCUIT COURT	CIVIL ACTION	NO. DR-88- 47
NOV 1988	NANCY DENISE TURNER		
NOTE LANGEOFF	NANCY DENISE TURNER vs.	Plaintiff	
Circuit Clerk Shelby Co.	MICHAEL EARL TURNER	i	
1 dieser de la constitución de l	TITOTALL LANGE TORREN	Defendant	
Has cause coming on to be he	ard was submitted upon Bill of Complaint, 🖺	nswer & Waiver	& Notice of xx
Non-Representation exe	cuted by Defendant and T	l'estimony as noted by	the Register, and upon
consideration thereof, the Court is obeing satisfied from all the festime can no longer live together.	of the opinion that the Plaintiff is entitled to my that there exists such a complete inco	to the relief prayed to impatibility of temper	r in said bill. The Court rament that the parties
	ged and decreed by the Court that the bon-	:	
the Plainfill and Defendant be, and	the same are hereby dissolved, and that the s	said Nancy Den	ise Turner
* * * * * * * * * * * * * * * * * * *			r divorced from the said
Michael Earl Tur	ner		<u></u>
It is further ORDERED itch has been executed by attached hereto, is ratecree, and the parties are me as if set out at length		ed Exhibit "A", urt, and is mad terms of said a	e a part of this greement, the
It is further ORDERED the has been executed by attached hereto, is rated the parties are me as if set out at length is further ORDERED to a dollar amount equal to the Court's own motions contained on separate parties and shall become the further ordered, adjudges the the day of the comployer and shall become	the parties, and is designated tified and confirmed by the Coure ORDERED to comply with the ingth herein. by the Court that in the evento one month of support payment obligee of such delinquency, one on, the income withholding order paper and is specifically income. Code of Alabama, 1975, she effective within fourteen (14 and decreed that neither party shall make and if an appeal is taken (which must	ed Exhibit "A", urt, and is mad terms of said a nt the obligor t as herein ord r upon request er for child su rporated as a p all be served u) days of servi try again except to a be instituted within	le a part of this igreement, the becomes delinquent of the obligor or apport, which orders art of this decrease of same. Leach other until 60 days 42 days from this decrease.
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It is further ORDERED tich has been executed by s attached hereto, is rate coree, and the parties are me as if set out at leng It is further ORDERED n a dollar amount equal to ritten affidavit of the copon the Court's own motions s contained on separate particles and shall become the sturber ordered, adjudged after the date of this divorce decor from the date that a post in the pendency of the appeal. It is further ordered that be, and they **Example Accordance** **Example Accor	the parties, and is designated tified and confirmed by the Coure ORDERED to comply with the ingth herein. by the Court that in the events one month of support payments obligee of such delinquency, or on, the income withholding order and is specifically income. Code of Alabama, 1975, she effective within fourteen (14 d and decreed that neither party shall make the and if an appeal is taken (which must ial motion is denied), then neither party shall make the end of the party shall make the part	ed Exhibit "A", urt, and is mad terms of said a nt the obligor t as herein ord r upon request er for child su rporated as a p all be served u) days of servi rry again except to a be instituted within hall again marry except ichael Earl Tu ge upon the payment exxxxxxxxxxxxxxx additional co	becomes delinquent lered and upon of the obligor or upport, which order and of this decrease of this decrease of same. Each other until 60 days 42 days from this decrease to each other during the obligor's less to each other during the cost of this suit.

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 entolled in my office, and the cost has been paid.

Witness my hand and seal this the

Register of Circuit Court

Code 1923 Sec. 7425-7426

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

NANCY DENISE TURNER,

Plaintiff,

VB.

Case Action No.

MICHAEL EARL TURNER,

Defendant.

AGREEMENT

AGREEMENT, made the 14 day of <u>November</u> 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:
- 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. Not withstanding 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.

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- 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 shortterm or emergency treatment for the child. The husband shall
indemnify the wife for any of these expenses which she incurres
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.

- 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. 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 Defendant shall have visitation with the of summer vacation. 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.

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- 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.

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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.

(Witness)

(Witness) Waniel

Ronald E. Jackson Attorney for Plaintiff NANCY DENISE TURNER

MICHAEL EARL TURNER

DATE

INCOME WITHHOLDING ORDER

Nancy Denise Turner) IN THE CIRCUIT COURT OF
Plaintiff,	SHELBY COUNTY, ALABAMA
vs.	DOMESTIC RELATIONS DIVISION
Michael Earl Turner	CASE NO. DR-88-473
De fendant,	5
THE PRESENT EMPLOYER AND ANY SUCCESSIVE E	EMPLOYER OF
Michael Earl Turner	IS HEREBY ORDERED AS FOLLOWS:
(1) To withhold from the income due the sum of \$600.00 per month	e or becoming due to the above-named person
the employer shall deduct from the employ child support current, as nearly as possion employee's support obligation is ordered periods are at more frequent intervals, an amount cumulatively sufficient to equal	oincide with the child support pay periods, yee's pay the amount necessary to keep the ible. It is further provided that if the to be paid monthly and the employer's pay the employer may withhold at each pay period al the total monthly support obligation.)
(2) To remit to the Clerk of the Sall amounts so withheld. The Clerk shall	helby County Circuit Court as soon as possible
Nancy Denise Turner	
(3) To notify the Court of any cha	nge in the employment of the employee.
served upon the employer.	priority over any notice of garnishment
of the employee's disposable income if ne sixty percent (60%) if he is NOT support employee is found to be three (3) months on up to 55% and 65%, respectively.	OF MOTE IN directs, noncici, ones amount
(6) To withhold an additional One Office for the Clerk's expenses in handl	Dollar (\$1) per payment made to the Clerk's ling these payments.
(7) Not to use this order as a bas	sis for the discharge of the employee.
(8) The costs of the service of the	his order are hereby taxed against the salo ld-this amount from the employee's income f the Circuit Clerk of Shelby County, Alabama,
DONE AND ORDERED this 16th de	ay of November ,19 88 .
	D. Ol Cowon_
	Circuit Judge
NOTICE TO THE EMPLOYER.	
NOTICE TO THE EMPLOYER:	from the employee's income a fee of up to
\$2.00 per month for the employer's expe	inses incurred in complying with and or a
to	mon the defendant's employer and any successive
e temployer fourteen days/temployer after the first procedure and shall remain effect	er service pursuant to the Alabama Rules of tive until further order of the court.
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	[C) PARTIED & FILED [C)
	(C) RECEIVED WASHOND