

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA  
EQUITY DIVISION

JANET C. GILL,

Plaintiff,

vs.

MICHAEL T. GILL,

Defendant.

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CASE NO.: DR 91-334

FINAL DECREE OF DIVORCE

THIS CAUSE came on the be heard for trial before the undersigned on November 13, 1991. Both parties were present in Court with their respective counsel of record and announced to the Court that they had reached an agreement concerning all of the issues in this cause. Whereupon, the Court proceeded to take the testimony of the Plaintiff. The parties having announced to the undersigned in open Court the terms of their agreement, and in accordance therewith, it is hereby CONSIDERED, ORDERED, ADJUDGED and DECREED by the Court as follows:

1. That the bonds of matrimony heretofore existing between the parties are dissolved and the said Janet C. Gill and the said Michael T. Gill are divorced from each other.

2. That neither party shall marry again except to each other until sixty (60) days after the date of this Decree of Divorce, and if appeal is taken (which must be instituted within forty-two (42) days from the 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.

3. The Plaintiff shall have the permanent care, custody and control of the minor daughter of the parties, Michelle Gill,

*Gordon, Kattun*

subject to the hereinafter described right of visitation by the Defendant:

(a) The first and third weekend of each month from 5:00 P.M. Friday until 5:00 P.M. on Sunday;

(b) For one month during the summer, at a time to be selected by the Defendant, but upon written notice to the Plaintiff at least 30 days in advance of such visitation;

(c) For Thanksgiving in years ending in an odd number (e.g. 1991, 1993, etc.) beginning at 5:00 P.M. the day before Thanksgiving and ending at 5:00 P.M. on Thanksgiving Day.

(d) For one Week during the Christmas season. In years ending in an odd number (e.g. 1991, 1993, etc.), from 2:00 P.M. on Christmas Day until 5:00 P.M. on December 31st and in years ending in an even number (eg. 1992, 1994, etc.), from 5:00 P.M. on December 18th until 2:00 P.M. on Christmas Day.

(e) Notwithstanding anything herein to the contrary, the Defendant shall have the right to have both children with him each Father's Day from 9:00 A.M. to 5:00 P.M.

(f) At all other reasonable times and places that the parties may agree upon.

4. The Defendant shall have the permanent care, custody and control of the minor son of the parties, Michael T. Gill, subject to the hereinafter described right of visitation by the Plaintiff:

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(a) The second and fourth weekend of each month from 5:00 P.M. Friday until 5:00 P.M. on Sunday;

(b) For one month during the summer at a time to be selected by the Plaintiff, but upon written notice to the Defendant at least 30 days in advance of such visitation.

(c) For Thanksgiving in years ending in an even number (e.g. 1992, 1994, etc.) beginning at 5:00 P.M. the day before Thanksgiving and ending at 5:00 P.M. on Thanksgiving Day.

(d) For one week during the Christmas season. In years ending in an even number (e.g. 1992, 1994, etc.), from 2:00 P.M. on Christmas Day until 5:00 P.M. on December 31st and in years ending in an odd number (eg. 1991, 1993, etc.), from 5:00 P.M. on December 18th until 2:00 P.M. on Christmas Day.

(e) Notwithstanding anything herein to the contrary, the Plaintiff shall have the right to have both children with her each Mother's Day from 9:00 A.M. to 5:00 P.M.

(f) At all other reasonable times and places that the parties may agree upon.

5. In connection with the custody and visitation rights set forth herein, both parties, without admission that any of the following has occurred in the past, agree to the following:

(a) Neither party shall co-habitate with a member of the opposite sex prior to marriage.

(b) Neither party shall have a non-related member of the opposite sex as an overnight guest while either of the children is present in the home.

(c) The Defendant shall not be under the influence of nor consume any alcoholic beverages while operating a motor vehicle with either of the children present in the vehicle.

(d) In the event the Defendant goes on a hunting trip during any period of visitation, the minor daughter, Michelle, shall be returned to the Plaintiff for such period of visitation.

(e) The Defendant shall not permit any pornographic materials to be displayed or in view in his home while either of the minor children is present.

(f) The Plaintiff shall not force the minor son, Michael, to visit with his aunt or with Steve Robinson during any period of visitation with the Plaintiff.

6. The Plaintiff shall convey to the Defendant all of her right, title and interest in the real estate currently owned jointly by the parties located at 1307 Yellowleaf Circle. The Defendant shall assume and agrees to pay the existing first and second mortgages thereon in favor of Real Estate Financing, Inc. and First National Bank of Columbiana, respectively. The Defendant shall indemnify and hold Plaintiff harmless from any liability on said mortgages notwithstanding his bankruptcy and this obligation shall be in the nature of alimony and support of the Plaintiff.

7. The Defendant shall indemnify and hold Plaintiff harmless from any liability in connection with the joint debts to America's First Credit Union and Sears & Roebuck notwithstanding his bankruptcy and this obligation shall be in the nature of alimony and support of the Plaintiff.

8. The Defendant shall pay to the Plaintiff the sum of \$110.00 per month for the support and maintenance of the minor daughter of the parties during her minority. This sum represents the difference in the Plaintiff's obligation to the Defendant for the support of the minor son of the parties which is offset by the Defendant's obligation to the Plaintiff for the support of the minor daughter of the parties.

9. That 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 form has been filed herein and is made a part of the record in this cause.

10. That the Income Withholding Order for child support, which order is contained on separate paper and is specifically incorporated as a part of this decree as required by Title 30-3-61, 1975 Code of Alabama, shall be served immediately upon the Defendant's employer and shall become effective within fourteen (14) days of service of same.

11. As further child support, the Defendant shall maintain the current medical, dental, orthodontal and eye exam insurance on

said children during their minority which is provided for by his employer. As additional support, the Defendant shall pay for one-half of any medical, dental, orthodontal, optometric or other health-related expenses, reasonably incurred for the benefit of said minor children, which are not otherwise paid for by said insurance.

12. The issue of college tuition and expenses for the minor children is reserved for future consideration by the Court at such time as may be brought before the Court by appropriate petition by either of the parties.

13. As additional child support, the Defendant shall maintain the existing life insurance insuring his life which is provided through his employer and agrees to designate the Plaintiff as Trustee for the minor children who shall be the beneficiaries thereof.

14. The Defendant shall be entitled to claim both children as his dependents on his state and federal income tax returns for 1991. In all subsequent years, the Defendant shall be entitled to claim the minor son as his dependent and the Plaintiff shall be entitled to claim the minor daughter as her dependent.

15. The Defendant is divested of any right, title and interest in Plaintiff's undivided one-fourth (1/4) interest in the house in Destin, Florida.

16. The Plaintiff is awarded all of the personal property



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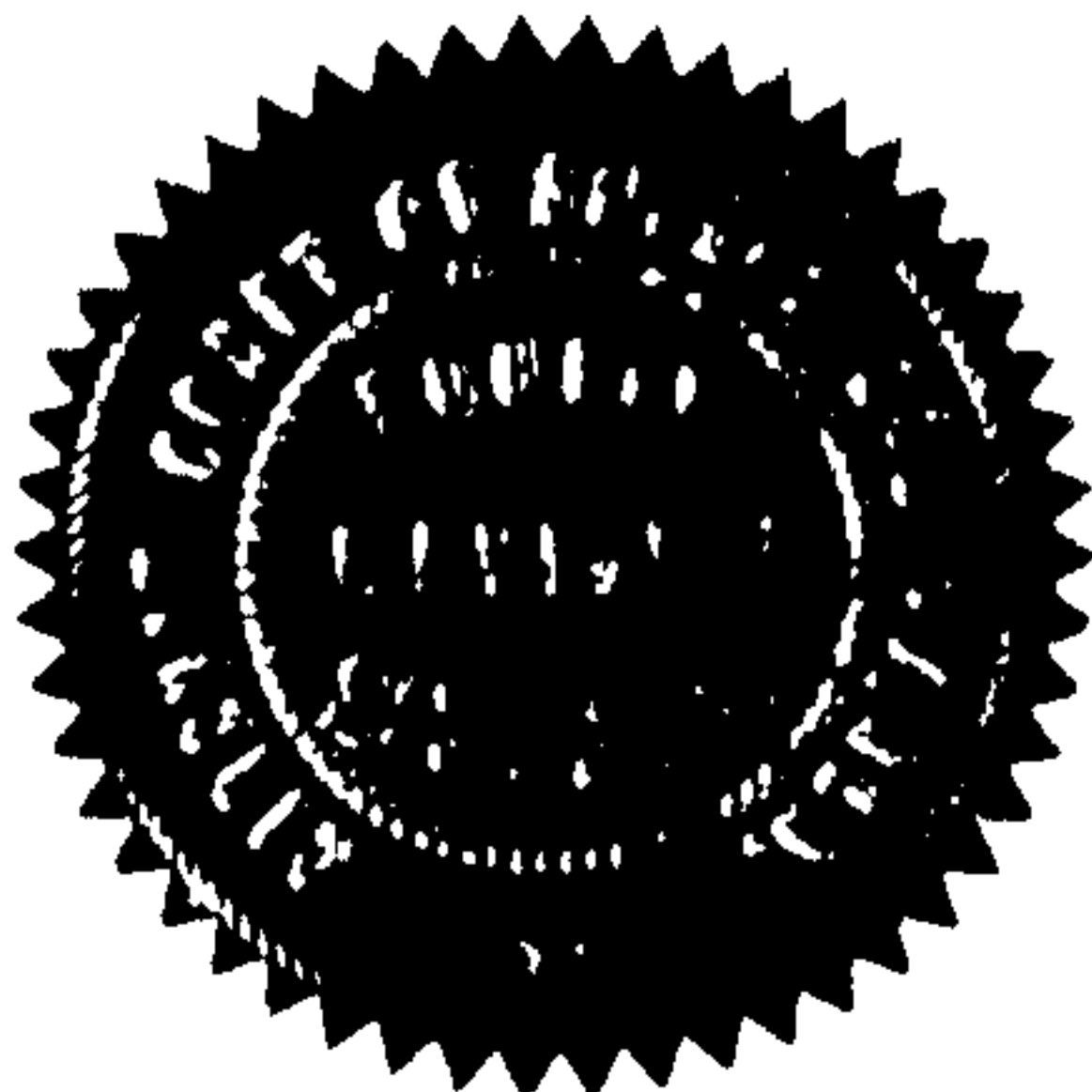
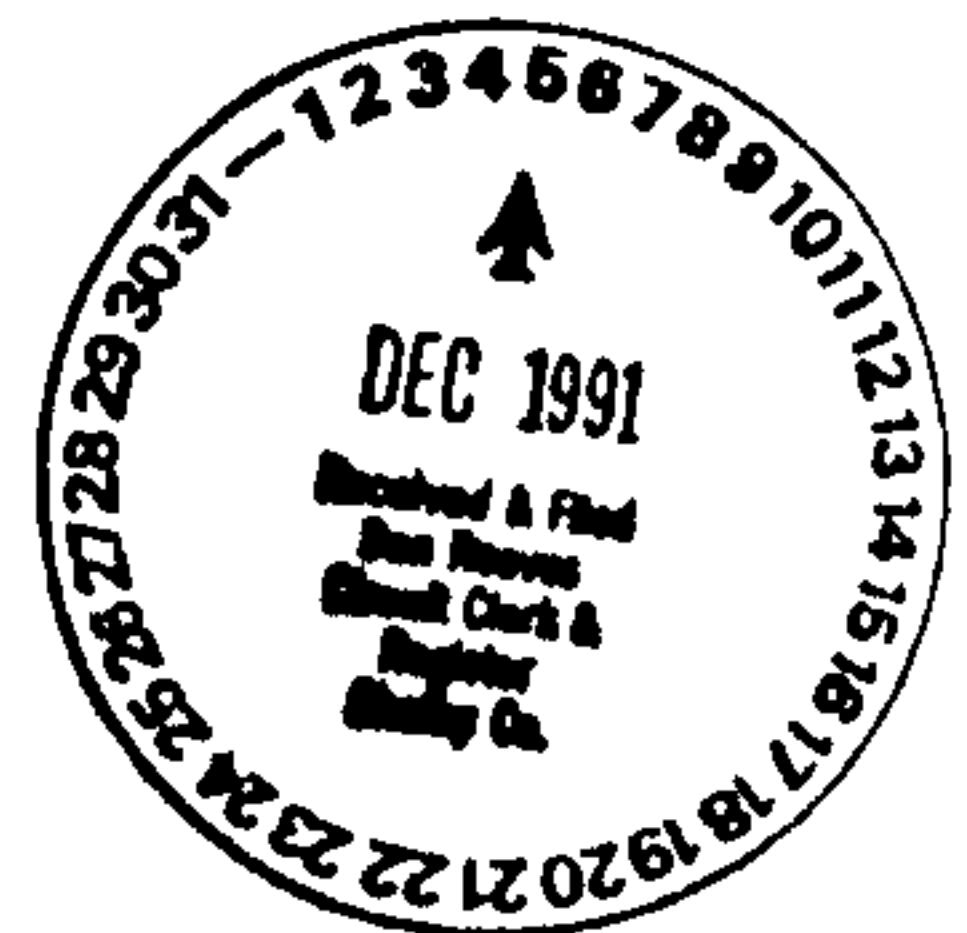
currently in her possession as well as the items listed on the attached Exhibit "A". The Plaintiff is also awarded the personal property listed on the attached Exhibit "B" for the use and benefit of the minor daughter. All remaining personal property shall be the sole and exclusive property of the Defendant.

17. The Defendant shall pay to the Plaintiff the sum of \$2,500.00 for the services of her attorney of record, the Honorable James C. Pino, for his representation of the Plaintiff in this cause. Said obligation is in the nature of alimony and support of the Plaintiff.

18. Costs of this action are taxed as paid.

DONE and ORDERED this the 3rd day of December, 1991.

D. Al Crowson  
D. Al Crowson, CIRCUIT JUDGE



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 recorded in my office.

Witness my hand and seal this the 5

day of December, 1991

Dan Reeves  
Clerk & Register of Circuit Court

07/28/1992-15179  
08:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
JOT KCS 21:50