

Inst # 1993-14574

Divorce Decree (Code 1923 Form)

05/20/1993-14574
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SHELBY COUNTY JUDGE OF PROBATE
DO9 MCD 26.50

THE STATE OF ALABAMA, SHELBY COUNTY

CIRCUIT COURT

Civil Action No. DR-93-249

SUE BRANTLEY

Plaintiff

VS

BILL BRANTLEY

Defendant

The cause coming on to be heard was submitted upon Bill of Complaint, Answer & Waiver of Defendant and Testimony as noted by the Register, and upon consideration thereof, the Court is of the opinion that the Plaintiff is entitled to the relief prayed for in said bill. The Court being satisfied from all the testimony that there exists such a complete incompatibility of temperament that the parties can no longer live together.

It is therefore ordered, adjudged and decreed by the Court that the bonds of matrimony heretofore existing between the Plaintiff and Defendant be, and the same are hereby dissolved, and that the said SUE BRANTLEY is forever divorced from the said BILL BRANTLEY for and on account of incompatibility of temperament between the parties.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Agreement of the parties in this cause, attached hereto, is hereby ORDERED and DIRECTED and made a part of this Decree as is fully set out herein and the parties to this cause are ordered to comply therewith.

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 forms have been filed and are made a part of the record in this cause.

It is further ORDERED by the Court that in the event the obligor becomes delinquent in a dollar amount equal to one month of

support payment as herein ordered and upon written affidavit of the Oblige of such delinquency or upon request of the obligator or upon the Court's own motion, 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 upon the obligor's employer and shall become effective within fourteen (14) days of service of same.

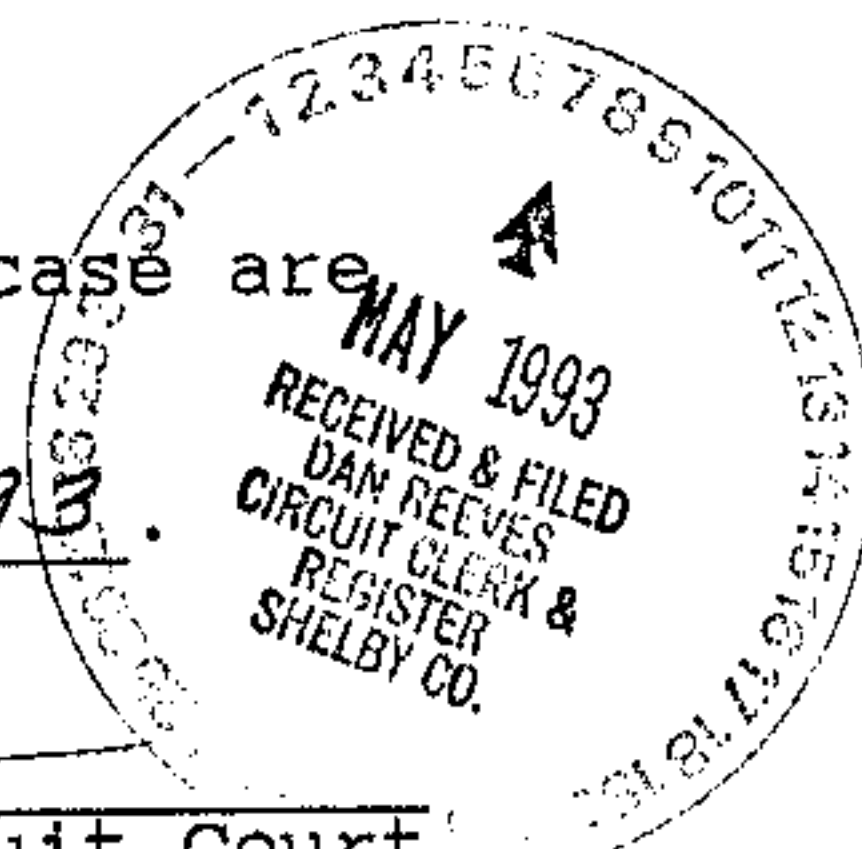
The Plaintiff and the Defendant are each hereby ORDERED and DIRECTED by the Court to faithfully perform their respective promises and obligations as set forth therein.

It is further ordered, adjudged and decreed that neither party shall marry again except to each other until 60 days after the date of this divorce decree and if an appeal is taken (which must be instituted within 42 days from this decree 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.

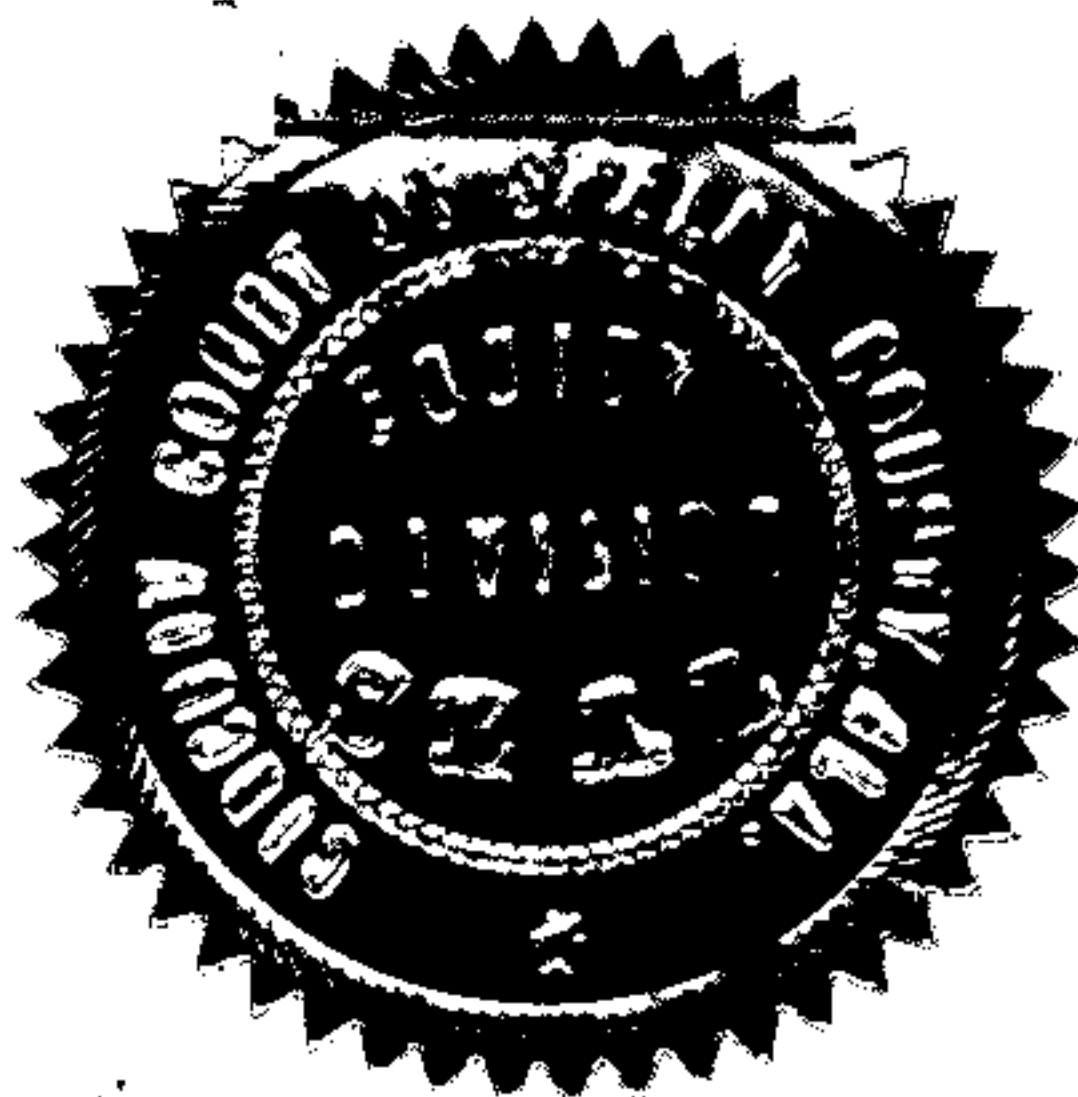
It is further ordered that SUE BRANTLEY be, and BILL BRANTLEY hereby permitted to again contract marriage upon the payment of the cost of the suit.

It is further ordered that Court costs in this case are taxed as paid.

This 7th day of May, 19 93.



J. Whit Smith
Judge Circuit Court



I, Dan Reeves, Register of the Circuit Court for Shelby County, 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 enrolled in my office and the cost has been paid.

Witness my hand and seal this the 7 day of May, 19 93.

Dan Reeves
Register of Circuit Court

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

IN RE THE MARRIAGE OF

SUE BRANTLEY,

PLAINTIFF,

VS.

BILL BRANTLEY,

DEFENDANT.

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DR _____

AGREEMENT

The Plaintiff and the Defendant enter into the following agreement concerning certain matters in controversy between them arising out of divorce litigation to be filed in the Circuit Court of Shelby County, Alabama and in consideration of the mutual promises and obligations herein enter into the following agreement:

(1) The care, custody and control of the minor child, namely, Brandon Ray Brantley is hereby awarded to the Plaintiff, subject to the visitation rights of the Defendant as set out herein.

(2) It is understood and agreed between the parties that each party agrees that the other party should have as much input into decisions concerning the minor child's welfare as is practical. The parties are encouraged to cooperate with each other in creating a healthy relationship for the minor child with each other. The Defendant shall have all rights of visitation which are mutually agreeable between the parties and each party is encouraged to cooperate in all respects to ensure that adequate time is spent with each party so as to develop a healthy parent/child

relationship.

(3) The Defendant shall pay to the Plaintiff the sum of Five Hundred Dollars (\$500.00) per month for the support of the minor child. Said child support payments shall begin on May 1, 1993, and shall continue on the first of each month thereafter until said child reaches majority or becomes self supporting.

(4) The award of child support made herein was determined by application of the Uniform Child Support Guidelines established by Rule 32, A.R.J.A. A copy of the guideline forms have been filed and are made a part of the record in this cause.

(5) The Plaintiff is hereby awarded the residence of the parties located at 1402 Adams Street, Pelham, Alabama 35124. Said residence is awarded to the Plaintiff free and clear of any encumbrances.

(6) The Defendant is hereby awarded the residence of the parties located at 105 Rainbow Lane, Shelby, Alabama, and Defendant shall assume all outstanding indebtedness thereon and hold the Plaintiff harmless for the payment of any such indebtedness.

(7) Both parties shall be responsible for any and all maintenance and upkeep on the respective residences awarded above.

(8) Each party is hereby awarded the household goods and furnishings within the respective residences awarded to the parties herein. Each party shall be responsible for the payment of any encumbrances upon any of the household goods and furnishings awarded to that party herein.

(9) The Plaintiff is hereby awarded the Ford Explorer

automobile currently in Plaintiff's possession, said automobile to be awarded free and clear of any encumbrances.

(10) There is currently pending a lawsuit wherein Brantley Homes, a corporation, is claiming against Jack Harris and others. Upon the settlement of said claim, the net proceeds received from said claim shall be divided equally between Plaintiff and Defendant.

(11) Plaintiff and Defendant are each fifty percent (50%) owners of Brantley Homes, Inc., an Alabama corporation. Brantley Homes, Inc., is in the business of residential construction and currently has eight (8) homes under construction. The Plaintiff is hereby awarded Four Thousand Dollars (\$4,000.00) per home currently under construction, for a total of Thirty Two Thousand Dollars (\$32,000.00). It is understood and agreed that the payment of this money shall be made in payments of Four Thousand Dollars (\$4,000) each upon the closing of each sale, provided, however, that, at the option of the Defendant, at any time when the sum of Thirty Two Thousand Dollars (\$32,000.00) is paid to the Plaintiff, Defendant's obligation under this provision shall be satisfied and the Plaintiff shall forthwith transfer all stock in Brantley Homes, Inc., to the Defendant free and clear of any liens or encumbrances. It is further agreed that the Plaintiff shall not encumber, pledge, sell or assign her interest in the Brantley Homes, Inc., stock without the written permission of the Defendant.

(12) It is understood between the parties that Defendant owns a 1/3 interest in BMW Homebuilders, Inc.. It is further

understood that BMW Homebuilders, Inc., currently has two (2) projects underway, namely, St. Charles Place and Sugar Oaks. It is agreed between Plaintiff and Defendant that Plaintiff's interest in said projects shall be awarded as follows:

(a) In the St. Charles Place project, the Plaintiff is hereby awarded a total of Nine Thousand Two Hundred Forty Nine Dollars and 50/100 (\$9,249.50) said sum to be payable in equal payments of Two Thousand Three Hundred Twelve Dollars and 37/100 (\$2,312.37) each upon the closing of four (4) lots currently under construction in said project. At Defendant's option, the total amount due to Plaintiff under the terms of this provision may be payable at any time prior to the closing of said four (4) lots and, upon such payment, Plaintiff shall be divested of any interest in the St. Charles Place project.

(b) Plaintiff is hereby awarded the total of Seventy Seven Thousand Four Hundred Forty Dollars (\$77,440.00) for her interest in the Sugar Oaks project. Said sum shall be payable in forty (40) equal payments of One Thousand Nine Hundred Thirty Six Dollars (\$1,936.00) each, said payments due upon the closing of the forty (40) units currently under construction or for which construction is planned in the future. At Defendants option, the total amount due to Plaintiff under the terms of this provision may be payable at any time prior to the closing of said forty (40) units and, upon such payment, Plaintiff shall be divested of all right, title, interest or claim in BMW Homebuilders, Inc.

(c) Additionally, Plaintiff is hereby awarded one-half (1/2) the development income on the Sugar Oaks project. It is

understood and agreed between Plaintiff and Defendant that development income is separate and apart from monies referred to in Paragraph B above, said development income being derived from the development of the property upon which the Sugar Oaks project is currently constructed, and which venture is separate and distinct from BMW Homebuilders, Inc. It is agreed between the parties that they are unable to ascertain a specific dollar amount which would represent the development income as referred to herein. However, it is agreed that payment to Plaintiff for amounts awarded under this provision shall be payable as the profits are received.

(13) It is agreed between the parties that Brantley Homes, Inc., and BMW Homebuilders, Inc., shall continue to operate beyond the date of this decree and that Plaintiff is divested of all right, title, claim or interest to any future profits in said Corporations except to the extent that is specifically set out herein.

(14) Defendant shall provide health insurance on the minor child, namely Brandon Ray Brantley, for so long as said minor child is qualified as a dependant under the terms of his current hospitalization policy, provided, however, that in no event shall this obligation terminate prior to the minor child reaching the age of nineteen (19) or becoming self supporting. Any and all medical expenses not covered by said insurance shall be the responsibility of the Plaintiff, provided, however, that any amounts not covered by said hospital insurance which exceed the sum of One Thousand Dollars (\$1,000.00) for any single hospitalization or injury shall be divided equally between Plaintiff and Defendant.

(15) It is agreed between the parties that the Plaintiff shall not move outside the state of Alabama with the minor child without the prior consent of the Defendant.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 26th day of April, 1993.

Mickey Johnson
WITNESS

Sue Brantley
SUE BRANTLEY, PLAINTIFF

Cheryl J. Hill
WITNESS

Mickey Johnson
WITNESS

Bill Brantley
BILL BRANTLEY, DEFENDANT

Cheryl J. Hill
WITNESS

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
Domestic Relations

SUE BRANTLEY,

Plaintiff

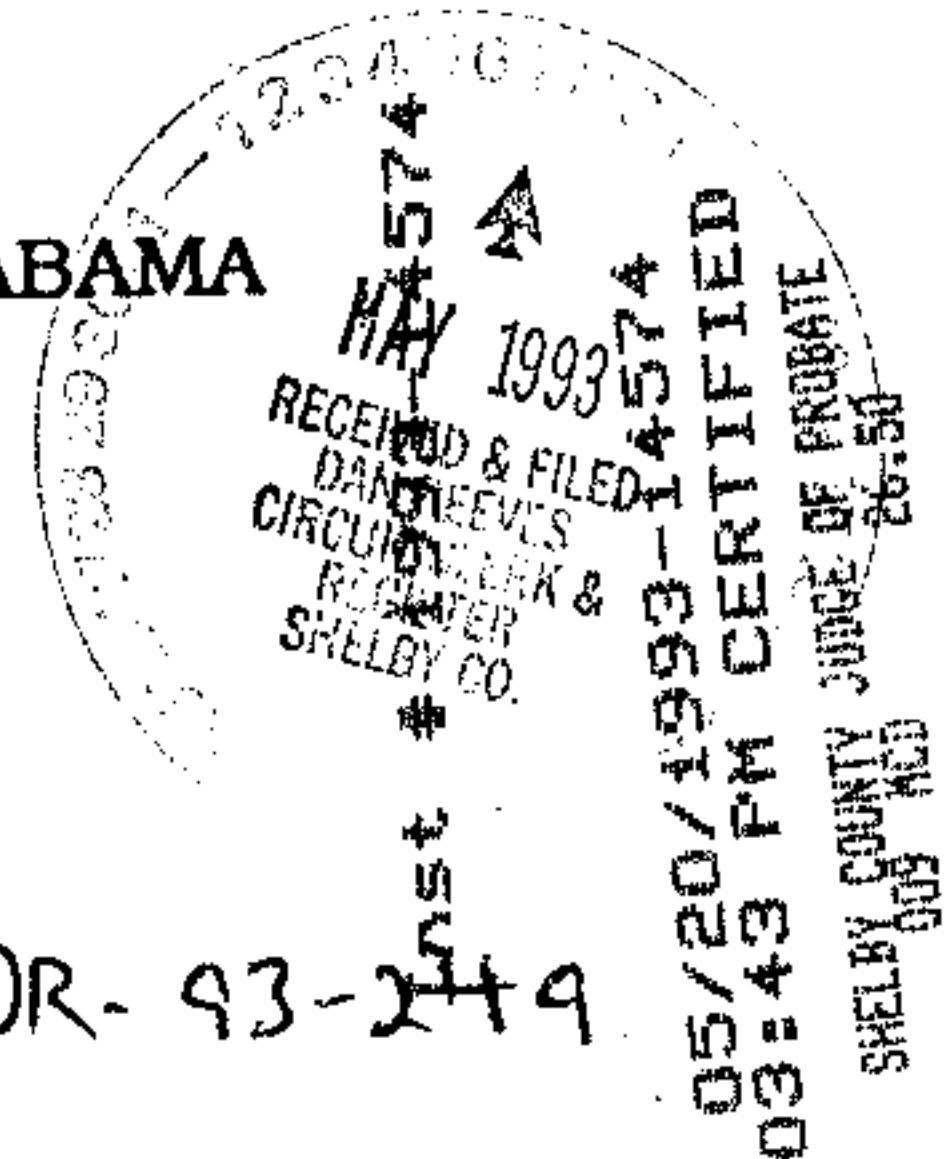
VS

BILL BRANTLEY

Defendant.

Case no.

DR-93-249



INCOME WITHHOLDING ORDER

THE PRESENT EMPLOYER AND ANY SUCCESSIVE EMPLOYER OF BILL BRANTLEY
IS HEREBY ORDERED AS FOLLOWS:

1. To withhold from the income due or becoming due to the above-named person the sum of:

Five Hundred Dollars (\$500.00) 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 Shelby County Circuit Clerk as soon as possible all amounts so withheld. The Clerk shall disburse the said amount to Sue Brantley

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.

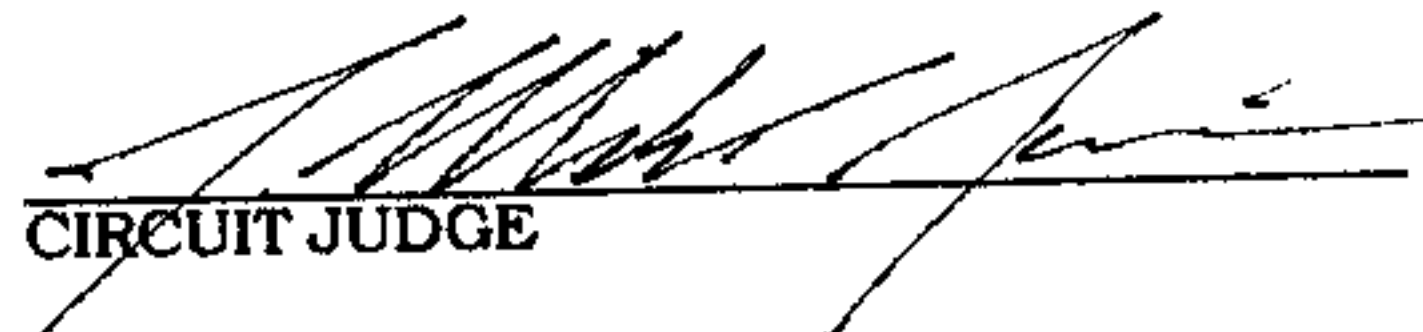
5. Not to withhold for child support an amount in excess of fifty percent (50%) of the employee's disposable income if he is supporting a second spouse or family and sixty percent (60%) if he is NOT supporting a second spouse or family. If the employee is found to be three (3) months or more in arrears, however, these amounts go up to 55% and 65%, respectively.

6. To withhold an additional One Dollar (\$1.00) per payment made to the Clerk's Office for the Clerk's expense 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 in the amount of \$_____ 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, along with the withheld child support.

DONE AND ORDERED this the 16th day of May, 1993.


CIRCUIT JUDGE

NOTICE TO 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 (14) days after service pursuant to the Alabama Rules of Civil Procedure and shall remain effective until further order of the Court.