

MELANIE J. KNOX

CIRCUIT COURT

PLAINTIFF

SEVENTH JUDICIAL CIRCUIT OF ALABAMA

VS.

CIVIL ACTION DR 94-753-JGP

STEPHEN L. KNOX

(IN EQUITY)

DEFENDANT. POLLY CONRAD
CLERK OF CIRCUIT COURT
JEFFERSON COUNTY, AL

FINAL JUDGMENT OF DIVORCE

THIS CAUSE, coming on to be heard, was submitted for final judgment upon the pleadings and proof. Upon consideration thereof, it is therefore,

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 MELANIE J. KNOX are divorced each from the other.

2. That neither party shall marry again except to each other until sixty (60) days after the date of this Judgment of Divorce, and if an appeal is taken (which must be instituted within forty-two (42) days from this 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. That the Agreement of the parties filed in this cause, attached hereto, is hereby ratified and approved and made a part of this decree the same as if fully set out herein and the parties to this cause are ordered to comply therewith.

4. That reference is hereby made in this Order 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

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Knox v. Knox, Civil Action No. DR 94-0753-JGP

is specifically incorporated herein as a part of this cause; however, this Order SHALL NOT be served until further Order of the Court.

5. That the costs of Court accrued herein are hereby taxed against the Plaintiff.

DONE and ORDERED this the 12 day of April, 1994.

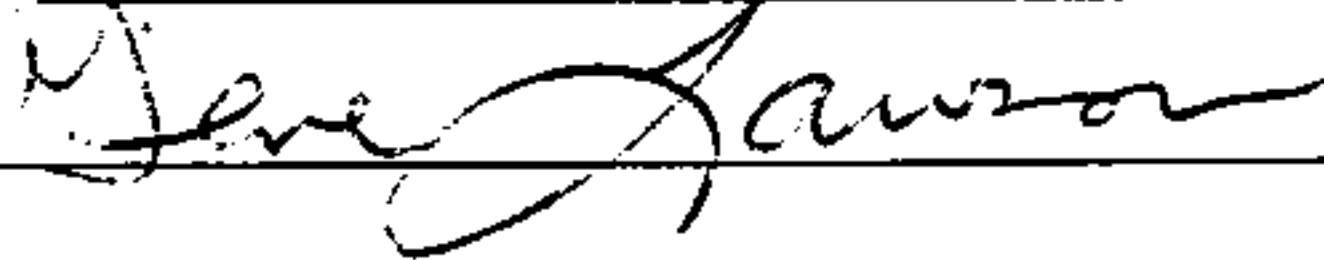


J. GARY PATE
CIRCUIT JUDGE

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

Dated:

APR 14 1994



FILED IN OFFICE

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
EQUITY DIVISION

FEB 23 1994

MELANIE J. KNOX,

Plaintiff,

vs.

STEPHEN L. KNOX,

Defendant.

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CASE NO.:

DR94 753

FILED
CLERK OF CIRCUIT COURT
JEFFERSON COUNTY, AL

AGREEMENT

WHEREAS, the above styled cause of action for divorce is pending in this cause, wherein Melanie J. Knox, hereinafter referred to as Wife, is the Plaintiff, and Stephen L. Knox, hereinafter referred to as Husband, is the Defendant, and

WHEREAS, said Husband and Wife have reached an agreement concerning certain of the matters in dispute between them in said cause,

NOW, THEREFORE, it is agreed by and between said Husband and Wife that, in the event a judgment of divorce is rendered in this cause, the following Agreement, with the approval of the Court, may be incorporated therein and become binding on the parties as part thereof:

1. Child Custody and Visitation:

a. Wife is awarded the care, custody and control of the minor child of the parties, namely: Madison Karen Knox.

b. The Husband shall have the following right of visitation with the said minor child:

(1) The first and third weekends of each month from 5:00 p.m. on Friday until 6:00 p.m. the following Sunday.

(2) Husband and Wife shall alternate months with a fifth weekend (January, April, July and October), with Wife having the first fifth weekend.

(3) One week night each week from 5:00 p.m. to 8:00 a.m. the following day at a time to be mutually agreed upon by Husband and Wife.

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

(5) Six (6) weeks (in three [3] week intervals) during the summer, (June, July or August) at a time to be selected by the Husband, but upon written notice to the Wife at least (30) days in advance of such visitation. (During each period of the Husband's summer visitation Wife shall have the right to have the minor child visit with her on (1) one weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday. The Wife will notify the Husband of the designated weekend at least ten (10) days prior to the Husband picking the minor child up for his summer visitation).

(6) Husband and Wife shall alternate stated holidays (Memorial Day, Fourth of July, Labor Day, Thanksgiving) beginning with Husband having Memorial Day 1994 and Wife having 4th of July 1994, and so forth. When the Husband shall have the child for a holiday, he may pick up the child at 5:00 p.m. the day before the holiday and return the child by 2:00 p.m. on the day after the holiday.

(7) Upon the minor child beginning school, the parties shall alternate spring vacation with Husband having the first such period commencing when the child is in the first grade. When Husband shall have the child for spring vacation, he may pick up the child at 5:00 p.m. on Friday and return the child by 5:00 p.m. on the following Friday.

(8) Every other Birthday of said child from 2:00 p.m. until 8:00 a.m. on the following day beginning with the next Birthday of the child.

(9) In the event Husband spends the night with the child at some location other than his primary residence, Husband shall notify Wife of said location at the time he commences his visitation and shall provide Wife with a telephone number for said location.

(10) Husband shall be allowed to visit with the minor child at such other times as may be consented to by the Wife.

2. Child Support:

a. The Husband shall pay to the Wife the sum of Three Hundred Twenty-five and 00/100 Dollars (\$325.00) per month during the minority of said child or until said child shall marry or become self-supporting, whichever event shall first occur.

b. Said child support payments as set forth herein are based on the Husband's income for the year 1993 and 1994 to date.

3. Medical Expenses For Child:

Husband shall provide and maintain major medical insurance for the use and benefit of the child for so long as he has an obligation for child support. Husband shall pay one-half of all non-covered medical, dental, orthodontic, optometric and prescribed medicines during her minority. The Husband shall provide proof of existence of said coverage to Wife within thirty (30) days of the final judgment of divorce and furnish appropriate cards for Wife's use.

4. Life Insurance:

Husband shall designate the Wife as the irrevocable beneficiary of Fifty Thousand and 00/100 Dollars (\$50,000.00) in life insurance (death benefits) for the use and benefit of the minor child. Husband shall keep the Fifty Thousand and 00/100 Dollars (\$50,000.00) life insurance policy in full force and effect as long as his child support obligations shall continue, paying the premiums thereon, and Husband shall not borrow against any of the cash values of said policies at any time.

In the event the Husband shall change insurance policies or in any manner alter said policies, Husband does hereby expressly agree to name the Wife as the irrevocable beneficiary under any new or additional policies to the extent necessary to effectuate the provisions of this paragraph to the Agreement. In the event there is not sufficient life insurance on the life of the Husband at the time of his death and there remains at said time child support obligations to said child or medical expenses obligations to Wife, Husband does hereby expressly agree that the remaining child support and medical expense obligations for Wife shall be binding upon his estate, and shall be paid over to the Wife or, if she is not living, paid over to the guardian of the child and such obligations shall take priority over all other bequests, devises, and gifts up to the amount of life insurance coverage as required herein. Furthermore, Husband agrees that in the event of his death, if his child support obligations as to the minor child shall be assumed by or contributed to by some other independent source outside of his estate, including, but not limited to, Social Security payments or other Government benefits then these amounts shall not constitute a set-off against any amounts due to said child under the provisions of this Agreement.

5. Exemptions:

Husband and Wife agree that to the extent authorized by the Internal Revenue Service, Husband and Wife shall alternately claim the minor child, as a dependent and exemption for Federal and

State income tax purposes, and the Wife shall execute whatever documents are necessary to effectuate the provisions of this paragraph. Husband shall have the right to claim the said child for 1994, after which said exemption shall be alternated between the parties.

6. Taxes:

Husband and Wife agree that for the year 1993, they shall file joint federal and state income tax returns and will cooperate with each other in the preparation of the same. Any refunds received from the same shall be divided equally by the parties.

7. Income Withholding Order:

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. The Clerk of this Court shall NOT serve a copy of the Order of Continuing Income Withholding for Support pursuant to the Alabama Rules of Civil Procedure and the Income Withholding Statute on the Defendant's employer, Russell Corporation.

8. Real Property:

Husband and Wife presently own a home at 122 Ashford Lane, Alabaster, Alabama 35007. The Husband shall convey to Wife, by statutory warranty deed, all of his right, title, and interest in and to said property. Wife shall assume the monthly mortgage

payments for said property and shall indemnify and hold harmless Husband from the same.

9. Automobiles:

a. Husband is awarded and vested with the full right, title, and interest in and to the Eagle Talon. Husband shall satisfy any outstanding indebtedness secured by said automobile and shall pay any balance when it shall come due. Husband shall indemnify and hold harmless Wife against any indebtedness on said automobile.

b. Wife is awarded and vested with the full right, title, and interest in and to the Jeep Cherokee. Wife shall satisfy any outstanding indebtedness secured by said automobile and shall pay any balance when it shall come due. Wife shall indemnify and hold harmless Husband against any indebtedness on said automobile.

c. Husband and Wife agree to execute any bill of sale or document necessary to consummate the intention of this paragraph.

10. Stocks, Checking Accounts, Savings Accounts, IRA's, Certificates of Deposit, Real Estate, Business Interest, Retirement Plans, and Other Financial Assets:

a. Husband shall be entitled to all of the right, title, and interest in and to any stocks, checking accounts, savings accounts, IRA's, Certificates of Deposit, real estate, business interest, retirement plans, and other financial assets

presently in his name and not otherwise set forth in this Agreement.

b. Wife shall be entitled to all of the right, title, and interest in and to any stocks, checking accounts, savings accounts, IRA's, Certificates of Deposit, real estate, business interest, retirement plans, and other financial assets presently in her name and not otherwise set forth in this Agreement.

11. All Other Personal Property, Furniture, and Furnishings:

a. Husband is awarded the following household goods, furniture and furnishings:

Living room television set
Living room stereo system
Four (4) piece glass-top table set
Guest bedroom-queen-size bed
Gas grill
Refrigerator
King-size mattress/box springs

and his personal clothing and effects.

b. Wife shall be awarded all the remaining household goods, furniture, and furnishings acquired by the parties during the marriage, her personal clothing and effects with the exception of the compact discs, video tapes, dishes, silverware, linens (sheets, towels, etc.) which shall be divided equally between Husband and Wife.

12. Debts:

a. Husband shall pay the following debts and shall indemnify and hold Wife harmless from the same:

Talon -- \$292.54/mo. -- \$14,000-total
Talon Insurance -- \$64.50/mo.
School Loan -- \$50.00/mo. -- \$1,600-total
Consol. Loan II -- \$239.00/mo. -- \$9,500-total
Citibank Mas.cd. -- \$50.00/mo. -- \$858-total
Wachovia Mas.cd. -- \$50.00/mo. -- \$400-total
Circuit City -- \$44.00/mo. -- \$600-total

b. Wife shall pay the following debts and shall indemnify and hold Husband harmless from the same:

Consol. Loan I -- \$269.64/mo. -- \$3,000-total
Citibank Visa -- \$23.00/mo. -- \$862-total
Parisian -- \$none -- \$none
Rhodes (furniture) -- \$50.00/mo. -- \$2,500-total
J.C. Penney -- \$60.00/mo. -- \$500-total

13. College Education:

The issue of college education for the minor child is reserved for the Court.

14. Execution of Documents:

Each of the parties shall, when, and as requested by the other party, execute and deliver to such other party, any and all deeds, conveyances, or other documents necessary or convenient to convey title to the property to the party vested in accordance with the terms of this Agreement.

15. Acknowledgement of Contents of Agreement:

a. The parties do hereby affirmatively acknowledge and agree that the consideration and agreements by and between the parties on which their agreement is based are set forth in full in this Agreement and that any agreement outside of this Agreement is null and void.

b. Each party hereto acknowledges that each of them is entering this Agreement of his or her own free will and volition, and acknowledges that no coercion or undue influence has been used against them in the making of this Agreement, either by the other party hereto or any other person or persons. The parties hereto further approve and acknowledge that they fully understand the terms, covenants, and provisions of this Agreement and believe its terms to be fair, just, adequate, and voluntarily accept such terms and conditions.

16. Applicable Law:

This Agreement shall be governed by the laws of the State of Alabama.

17. Attorney's Fees and Costs:

Each party shall pay his or her respective attorney's fees. The costs of court shall be taxed as paid and shall be divided equally between the parties.

DONE AND EXECUTED this 15th day of February, 1994.

Will A. Clark
Witness

Melanie J. Knox
Melanie J. Knox

Sworn to and subscribed before me,
this the 15th day of February, 1994.

Suzanne E. Brubaker
Notary Public

DONE AND EXECUTED this 24th day of February, 1994.

Katrina K. Kennedy
Witness

Stephen L. Knox
Stephen L. Knox

Sworn to and subscribed before me,
this the 24th day of February, 1994.

Katrina K. Kennedy
Notary Public

Inst # 1998-13378

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