

FINAL JUDGEMENT OF DIVORCE

IN RE: THE MARRIAGE OF

NANCY KIRKLAND JONES

PLAINTIFF.

and

WILLIAM GREGORY JONES

DEFENDANT.

CIRCUIT COURT
TENTH JUDICIAL CIRCUIT OF ALABAMACIVIL ACTION NO. DR97-2688-JCC

Inst # 1998-23036

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 ordered and adjudged by the Court as follows:

FIRST: That the bonds of matrimony heretofore existing between the parties are dissolved, and the said

NANCY KIRKLAND JONES

WILLIAM GREGORY JONES

and said _____
are divorced each from the other.

SECOND: 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.

THIRD: That the costs of Court accrued herein are hereby taxed against the Defendant.

FOURTH: That 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; however this Order ~~XXXX~~ shall NOT be served until further Order of the Court.

FIFTH: It is further ORDERED, ADJUDGED and DECREED by the Court 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.

... LAST ITEM ...

DONE and ORDERED this the 11 day of June, 19 98

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

Dated:

JUN 15 1998

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Polly Conradi

Circuit Judge,
Civil Division

06/22/1998-23036
10:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
016 MEL 46.00

FILED IN OFFICE
JUN 11 1998
POLLY CONRADI
CLERK OF CIRCUIT COURT
DOMESTIC RELATIONS DIVISION
JEFFERSON COUNTY, AL

IN THE CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
IN EQUITY

NANCY KIRKLAND JONES)

Plaintiff,)

vs.)

WILLIAM GREGORY JONES)

Defendant.)

CASE NUMBER: DR97-2688-JCC POLLY CONRADI
CLERK OF CIRCUIT COURT
DOMESTIC RELATIONS DIVISION
JEFFERSON COUNTY

FILED IN OFFICE

MAY 12 1998

A G R E E M E N T

WHEREAS, the above styled action for divorce is pending wherein Nancy Kirkland Jones, hereinafter referred to as Wife, is the Plaintiff and William Gregory Jones, hereinafter referred to as Husband, is the Defendant, and

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

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this agreement, it is agreed by and between Husband and Wife that, in the event a judgment of divorce is entered in this action, the following Agreement, with the approval of the Court, may be incorporated therein and become binding on the parties as part thereof:

1. Waiver of Alimony and Support:

Each party hereto expressly releases and forever discharges the other party from any and all claims and demands they may have against the other party for alimony, support, maintenance, division of marital property or property rights of any sort or type except as set forth herein.

2. Child Custody and Visitation:

A. Husband and Wife shall share the care, custody and control of the minor children of the parties, namely Lee Gregory

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Jones, born October 24, 1988 and Caitlin Elizabeth Jones born May 26, 1990.

B. Husband shall have the following custodial periods with the said minor children:

- (1) The first, third and every other fifth full weekends of each month from 6:00 p.m. on Friday until 6:00 p.m. the following Sunday.
- (2) Each Christmas Day from 3:00 p.m. until 3:00 p.m. on the following New Year's Day.
- (3) One night each week from after school until the next morning when Husband shall deliver the children to school. In the event Husband needs to return the children home earlier or he is not able to exercise this custodial period then he shall give Wife 48 hours notice.
- (4) Father's Day from 6:00 p.m. on Saturday until Sunday at 6:00 p.m. In the event Mother's Day occurs on one of Husband's weekends he shall return the children to Wife by 6:00 p.m. on Saturday.
- (5) On Husband's Birthday from 3:00 p.m. until 8:00 a.m. the following day. In the event Wife's Birthday occurs during Husband's custodial period then Wife shall have the minor children with her from 3:00 p.m. until 8:00 a.m. the following day.
- (6) Even Years - during the Summer months, June, July and August, from two days after school is out until July 15th. During Spring Break/A.E.A. holidays from 6:00 p.m. on the day school is recessed for said holidays until the following Sunday at 6:00 p.m. (9 days).
- (7) Odd Years - during the summer from July 15th until two days before school begins; during Thanksgiving holiday's from Wednesday at 6:00 p.m. until Sunday at 6:00 p.m.; during Easter, Memorial Day, and Labor Day weekends from

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Friday at 6:00 p.m. until Monday at 6:00 p.m.;
each child's birthday from 6:00 p.m. until
8:00 a.m. the following day.

- (8) At such other reasonable times and places as shall be agreed upon between the parties, with due respect being given to the desires and wishes of the children to spend specific periods of time with either parent.

C. Both parties shall include the other party on any and all check-out forms pertaining to school, camps, church related activities, field trips or any occasion when the children are not with the other parent to enable either parent to check the children out for said events or institution.

D. The Non-Custodial Parent shall have access to all medical, school, and/or other official records or documentation, including report cards, and other documents relating to the health, education and welfare of the children. The non-custodial parent shall have the right to discuss the children's medical conditions with the children's doctors and shall have the right to participate in school activities of the children, including the right to have lunch with the children at school once a week, and to discuss the children's progress in school with the children's teachers. Each parent shall keep the other informed as to any significant illness or injury sustained by the children, and shall notify the other as soon as possible if any child is admitted to the hospital, receives emergency treatment, or is scheduled for surgery. Each parent shall be kept reasonably informed as to the location of the children, including plans for extended trips outside of the State,



and the children shall be kept generally available for telephone communications at all reasonable times.

E. During those periods of time in which each parent shall be exercising their respective custodial privileges with the children then that parent shall have the ordinary authority to control, discipline or otherwise supervise the minor children.

F. In the event either party desires to move more than 100 miles from their present respective residences, then they shall provide written notice to the other party of their desire to move at least 90 days prior to said move. This does not preclude any out-of-town or out-of-state trips with the minor children.

G. Wife shall meet the Husband with the minor children at a point approximately one-half the distance between the parties respective residences at the beginning and conclusion of custodial periods. Each party shall be responsible for their respective expenses in transporting the minor children.

3. Child Support:

A. Husband shall pay to Wife the sum of Six Hundred (\$600.00) Dollars per month, commencing May 15, 1998, and thereafter on or before the Fifteenth (15th) day of each month for the support and maintenance of said children during the minority of said children or until either child shall marry or become self-supporting, whichever first occurs.

4. Medical Expenses for Children:

Husband shall provide and maintain major medical insurance and Wife shall provide dental insurance for the use and benefit of the children during their minority and further each party shall pay 50% of all non-covered medical, dental, orthodontic, optometric and prescribed medicines until each said child shall marry, or become self-supporting, whichever event shall first occur. Each party shall provide proof of existence of said coverage to the other party within thirty (30) days of the Final Judgment of Divorce and furnish appropriate cards for the other party's use. In the event either party shall pay any sums for the above expenses, the non-paying party shall reimburse the paying party for their portion within 30 days of the receipt of any bills, statements, or invoices from the paying party.

6. Life Insurance:

A. For the benefit of the Minor Children: Each party shall maintain life insurance on their life with a benefit amount of Fifty Thousand (\$50,000.00) Dollars naming as the irrevocable beneficiary of said policy other party for the benefit of the said minor children, until each child reaches the age of nineteen years, marries or otherwise becomes self-supporting, whichever first occurs.

B. Neither party shall in any way encumber the insurance policy described in this paragraph in their name during



the time of their obligation set forth above or any of its benefits, during the time that it is in effect and shall pay the premiums as they become due, and upon request of the other party shall provide them with evidence that such policy is in full force and effect.

7. **Exemptions:**

Husband and Wife agree that to the extent authorized by the Internal Revenue Code, Husband shall claim the minor child, Caitlin Elizabeth Jones and Wife shall claim the minor child Lee Gregory Jones, as a dependent, exemption, and credit for Federal and State Income Tax purposes, and the other party shall execute whatever documents are necessary to effectuate the provisions of this paragraph, including, but not limited to Internal Revenue Service Form 8332.

8. **Taxes:**

A. Husband and Wife agree that for the year 1997, they will file separate 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 property of the party filing the same.

B. Each of the parties shall be liable for any and all tax liabilities for the year 1997 and any preceding year during the marriage of the parties to the extent said liability was caused or

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was incurred as a result of their individual action or inactions and shall indemnify and hold harmless the other party from the same.

C. Husband shall be allowed the interest deduction for the mortgage payments on the residence of the parties for 1997. Thereafter, the party making any of the mortgage and interest payments shall be entitled to deduct and claim those amounts paid by them.

9. 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. However, this order shall not be served by the Clerk of this Court nor become effective until further order of the Court.

10. Real Property:

A. Husband and Wife presently own a home at 116 Whitecap Circle, Alabaster, Shelby County, Alabama and described as follows:

Lot 48, according to the survey of Second Sector, Port South, as recorded in Map Book 6, Page 37 in the Probate Office of Shelby County, Alabama.

B. Said property is presently owned by the parties as joint tenants with right of survivorship. Said joint tenancy with

right of survivorship is hereby terminated and severed and the property shall be owned jointly by the parties as tenants in common.

C. Wife shall be allowed the exclusive use and occupancy of said residence with the minor children of the parties until the residence is sold and closes. Wife shall pay the monthly mortgage payment until said residence is sold and closes.

D. Said residence shall be placed on the market for sale, with a sales price to be agreed upon by the parties, upon the first to occur of the following events: Wife's death; Husband's death; Wife's remarriage; Wife's cohabitation with another man; Wife's commission of those acts contemplated by Alabama Code Section 30-2-55 (1975); someone to whom the Wife is not related by blood or marriage spends the night over night in said residence; Wife moves from said residence; or the youngest child reaches the age of majority, marries, commences their college education or becomes self-supporting, whichever event shall first occur. When said residence is sold the proceeds of said sale shall be applied as follows:

- (1) to the payment of costs of sale, including real estate commission, closing costs and expenses to put the house in a saleable condition;
- (2) to payment of any indebtedness and/or the first mortgage held by Husband's father, William C. Jones with an approximate balance of \$81,374.17 as of March 31, 1998 or any subsequent note and mortgage indebtedness to

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him.

- (3) to repayment to either party for any expenses paid by them for repairs to said residence to put it in a saleable condition;
- (4) the remaining proceeds from said sale shall be divided equally between parties.

E. Prior to the sale of said residence, the Husband shall have the opportunity to make any necessary repairs at his expense to the marital residence. Husband shall have reasonable access to the residence to perform such repairs. Husband will be reimbursed for his out-of-pocket expenses.

F. Wife shall refinance with Husband's father, William C. Jones the approximate \$81,374.17 indebtedness secured by the residence within 30 days of the Final Judgment of Divorce. In the event the mortgage payments exceed Five Hundred (\$500.00) Dollars (exclusive of the escrow payments for taxes and insurance) the Husband shall pay the difference. Wife shall pay the taxes and insurance during the term of the note and mortgage.

G. Wife shall assume the monthly mortgage payments for said property and shall indemnify and hold harmless Husband from the same. Neither party shall create any mortgage liens or encumbrances on said residence without the other party's written consent and shall indemnify and hold harmless the other party from the same.



11. Automobiles:

A. Husband is awarded and vested with the full right, title, and interest in and to the 1996 Jeep Cherokee and the 1988 Pontiac. Husband shall satisfy any outstanding indebtedness secured by said Jeep Cherokee and shall pay any balance when it shall come due, including, but not limited to, the indebtedness to Bank of Berry, Alabama with an approximate balance of \$20,000.00. Husband shall indemnify and hold harmless Wife against any indebtedness on any said automobile.

B. Wife is awarded and vested with the full right, title, and interest in and to the 1996 Mazda 626. Wife shall satisfy any outstanding indebtedness secured by said Mazda 626 and shall pay any balance when it shall come due, including, but not limited to, the indebtedness to her mother. Wife shall indemnify and hold harmless Husband against any indebtedness on any said automobile.

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

12. Stocks, Checking Accounts, Savings Accounts, Individual Retirement Accounts, Certificates of Deposit, Real Estate, Business Interest, Life Insurance, Inherited Property, Retirement Plans, Deferred Compensation Plans and Other Financial Assets:

A. The Husband shall be entitled to all of the right, title, and interest in and to any stocks, checking accounts, savings accounts, Individual Retirement Account's, Certificates of

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Deposit, real estate, business interest, life insurance policies, inherited property, retirement plans, deferred compensation plans the camper and all related equipment 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, Individual Retirement Account's, Certificates of Deposit, real estate, business interest, life insurance policies, inherited property, retirement plans, deferred compensation plans, her jewelry and other financial assets presently in her name and not otherwise set forth in this Agreement.

C. Any other share of stock, financial account or other assets in the name of any party not otherwise divided herein shall be the exclusive property of that party.

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

A. Husband is awarded the following household goods, furniture and furnishings, and his personal clothing and effects:

- (1) Power tools.
 - (2) Filing Cabinets with contents.
 - (3) Maps
 - (4) Husband's personal effects and clothing.
 - (5) All items in Husband's possession.
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B. Wife shall be awarded all the remaining household goods, furniture, and furnishings in her possession and her personal clothing and effects.

C. Each of the parties will be allowed reasonable access to any video tapes or photographs in the possession of the other party in order to copy the same. Any expenses associated with copying said video tapes and photographs shall be paid by the party making said copies.

D. Wife shall have the exclusive use of the Swim and Tennis Club membership at Gobblers Knob Tennis Club in Helena. When Wife decides to sale said membership the proceeds shall be divided equally. Wife shall pay any yearly dues or other expenses associated with the use of said club.

14. Debts:

A. Husband shall pay the following debts with approximate balances and shall indemnify and hold wife harmless from the same. The identity and balances may not be exact and are for reference purposes to assist in identifying the account and are not to be construed as limiting Husband's obligation.

<u>Creditor</u>	<u>Approx. Balance</u>
(1) Discovery	\$2000.00
(2) Sears	1200.00

B. Wife shall pay the following debts with approximate balances and shall indemnify and hold husband harmless from the



same. The identity and balances may not be exact and are for reference purposes to assist in identifying the account and are not to be construed as limiting Wife's obligation.

<u>Creditor</u>	<u>Approx. Balance</u>
(1) AT&T Universal	\$1500.00
(2) Regions Visa	1500.00

C. All other debts of the marriage incurred by either of the parties prior to the date of the Final Judgment of Divorce and not set forth in this Agreement shall be the responsibility of the party incurring said debt and that party shall pay these debts and indemnify and hold harmless the other party from the same.

15. 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 transfer title to the property in accordance with the terms of this Agreement.

16. Mutual Release:

For the sole and only consideration of the terms of this Agreement, the undersigned parties do fully release and discharge the other party of and from any and every claim, demand, and cause of action which that party now has against the other party for any and all injuries or causes of action sustained or incurred by that



party prior to the date of this Agreement. However, it is intended by the parties that this release shall not in any manner release them from any of the obligations under this Agreement or the orders of this Court with respect to any obligations.

17. Acknowledgment 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.

18. Applicable Law:

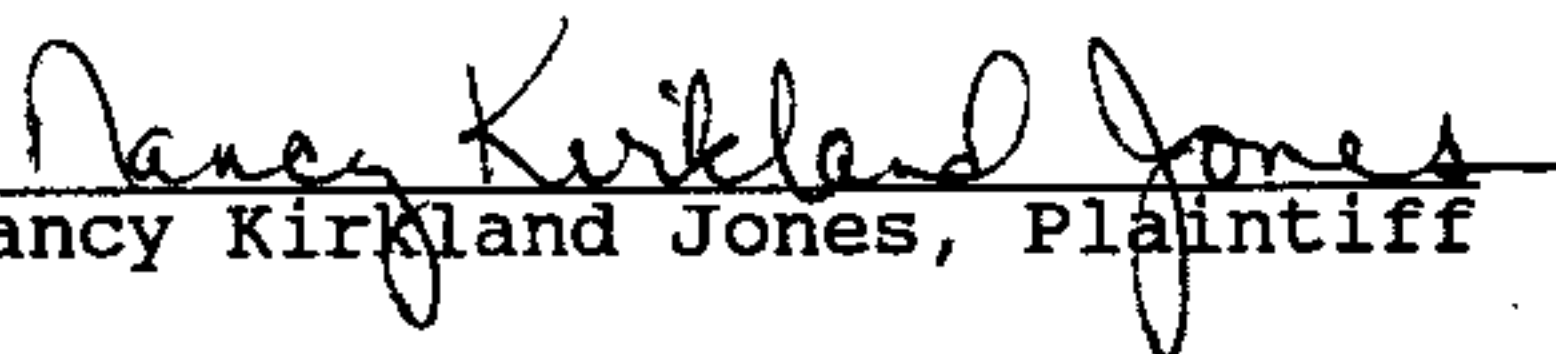
This Agreement shall be governed by the laws of the State of Alabama.



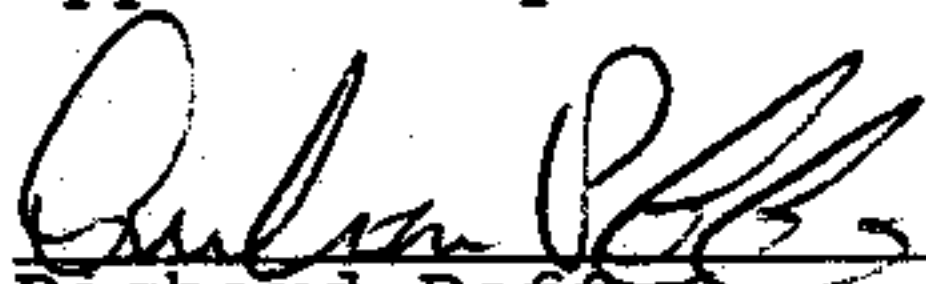
19. Attorney's Fees and Costs:

Each party shall be responsible for the fees of their respective attorney and Wife will pay all cost of Court.

DONE AND EXECUTED this 11th day of May, 1998.


Nancy Kirkland Jones, Plaintiff

Approved By:


Richard Poff
Attorney for Plaintiff
205 North 20th Street
Suite 310
Birmingham, Alabama 35203
(205) 322-7050

DONE AND EXECUTED this 11 day of MAY, 1998.


William Gregory Jones, Defendant

Approved By:


Stephen W. Shaw
Attorney for Defendant
REDDEN, MILLS & CLARK
940 Regions Bank Building
417 North 20th Street
Birmingham, Alabama 35203
(205) 322-0457

Inst # 1998-23036

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SHELBY COUNTY JUDGE OF PROBATE
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