

TAMARA F. OSBORN,
PLAINTIFF,
VS.
MICHAEL EDWARD OSBORN,
DEFENDANT.

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IN THE CIRCUIT COURT FOR

SHELBY COUNTY, ALABAMA

DR 97-370

Inst # 1998-32424

FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for final judgment upon the pleadings and proof, including ore tenus testimony and documents which were received into evidence, and upon consideration thereof, and upon consideration of arguments presented by the attorneys for the parties, the Court FINDS, ORDERS, ADJUDGES, and DECREES as follows:

FIRST: The bonds of matrimony heretofore existing between the parties are dissolved, and the said Tamara F. Osborn and said Michael Edward Osborn, are divorced each from the other.

The Court FINDS that the incompatibility between the parties and the irretrievable breakdown of their marriage has been principally the fault of the defendant.

SECOND: 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. Thereafter, each party may, and they are hereby, permitted to again

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contract marriage upon the payment of costs of this suit.

THIRD:

CHILDREN

A. The plaintiff shall have the permanent care, custody, and control of the minor children of the parties, namely, Dustin Osborn, whose birthdate is May 17, 1980, Christopher Osborn, whose birthdate is June 25, 1982, and Maegan Osborn, whose birthdate is October 5, 1987.

B. The defendant shall have visitation with said children at reasonable times and places.

C. The Court FINDS the defendant's monthly adjusted gross income to be the sum of \$9,200.00, and the defendant shall pay to the plaintiff the sum of \$1,863.00 per month for the support and maintenance of said children. Said child support payments shall begin on May 1, 1998, and shall continue thereafter on the first day of each succeeding month during the minority and dependence of said children; any child support payments which have been made by the defendant to the plaintiff subsequent to May 1, 1998, shall be credited to the defendant's child support obligation, as provided herein.

D. 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 has been filed and is made a part of the record in this cause.

E. It is further ORDERED by the Court 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 upon the obligor's employer and shall become effective immediately.

F. The defendant shall provide and maintain a policy of health, hospitalization, and major medical insurance for the use and benefit of said minor children. The defendant shall, within thirty (30) days hereafter, provide the plaintiff with proof of the existence of said insurance in the form of an identification card suitable for obtaining health care services and benefits for said children.

All hospital, medical, drug, dental, orthodontic, and other health care costs not provided by such insurance shall be paid as follows: the plaintiff shall pay fifty percent (50%) thereof and the defendant shall pay fifty percent (50%) thereof.

G. The defendant shall provide and keep in full force and effect a policy of policies of life insurance on his life of not less than \$100,000.00 death benefits for each of said minor children, designating said children as irrevocable beneficiaries, and designating the plaintiff as trustee, for the use and benefit of said children, under said policies, during the minority and dependence of said children. The defendant shall provide to the plaintiff proof of continuing coverage at reasonable intervals and shall in no way encumber or otherwise diminish the death benefits to be reduced to an amount less than the prescribed amount. Should the defendant fail to provide said life insurance coverage as ordered, or should such insurance lapse, then the equivalent amount of such insurance shall be a charge against the defendant's estate

in favor of said minor children. The insurance carrier or carriers of said life insurance shall release proof to the plaintiff of the life insurance coverage as provided herein in the event the defendant fails to provide such proof.

H. Issues and responsibilities of the parties for the college education expenses for each of said minor children is **RESERVED.**

FOURTH:

MARITAL RESIDENCE

The parties jointly own the marital residence real estate situated at 280 Rockford Road, Pelham, Alabama 35124. The parties shall henceforth hold title to said real estate as joint tenants, without right of survivorship, subject to any liens and encumbrances thereon.¹

The plaintiff shall be entitled to the exclusive use and possession of said marital residence property for herself and for the minor children of the parties until the youngest of said children becomes nineteen years of age, and thereafter, the plaintiff may sell her undivided interest in and to said property to the defendant at private sale, for such sum as the parties may agree upon, or, the defendant may sell his undivided interest in and to said property to the plaintiff at private sale, for such sum

¹ The evidence presented at the trial is inconclusive as to whether the present title to the marital residence is in the parties as tenants in common, or in the parties, as joint tenants, with right of survivorship: in the event the parties presently hold the title as joint tenants with right of survivorship, they shall forthwith execute a deed to said property to themselves, as tenants in common.

as the parties may agree upon; in the event the parties are unable to agree upon a private sale between themselves, the parties may place said property on the open market for private or public sale, and each party shall then have fifty percent (50%) of the net proceeds of such sale.

Expenses of any existing liens or encumbrances against said property which are presently unpaid shall be paid by the defendant. Expenses which may hereafter be incurred for repairs and up-keep not occasioned by ordinary wear-and-tear due to the normal occupancy of said property by the plaintiff and the minor children, and expenses for ad valorem taxes and casualty insurance, shall be paid equally by the plaintiff and the defendant. The plaintiff shall pay all ordinary wear-and-tear expenses occasioned by the use and occupancy of said property by herself and the minor children.

FIFTH:

PERIODIC ALIMONY

A. The defendant shall pay to the plaintiff, as periodic alimony, the sum of \$1,500.00 per month beginning on May 1, 1998, and thereafter, on the first day of each month until the first to occur of the following events: the plaintiff's death, the defendant's death, the plaintiff's remarriage, or the plaintiff's commission of those acts contemplated by 1975 Code Of Alabama 30-2-55, or as otherwise provided by law.

B. For so long as the defendant has an alimony obligation to the plaintiff, as set out herein, he shall keep in full force and effect a policy or policies of life insurance with an aggregate face amount of \$200,000.00 naming the plaintiff as sole beneficiary thereof. The defendant shall provide to the plaintiff proof of

continuing coverage at reasonable intervals and shall in no way encumber or otherwise diminish the death benefits to be reduced to an amount less than the prescribed amount. Should the defendant fail to provide said life insurance coverage as ordered, or should such insurance lapse, then the equivalent amount of such insurance shall be a charge against the defendant's estate in favor of said plaintiff.

SIXTH:

PERSONAL PROPERTY

A. The plaintiff is VESTED with the full right, title, and interest in and to all those items listed on Exhibit A, a copy of which is attached hereto and by reference hereto is made a part hereof -- except the table, chairs and sofa, coffee table, and chest situated in the living room of the marital residence; and except the credenza, pool table, stereo, and computer situated in the playroom of the marital residence; and except any silver situated in the kitchen of the marital residence which came from the defendant's family; and except the life cycle situated in the master bedroom of said marital residence -- and the defendant is hereby divested of any interest which he may heretofore have held in and to said property which is AWARDED to the plaintiff.

The plaintiff is also VESTED with full right, title, and interest in and to all items of real or personal property titled in her sole name, belonging solely to her, including, without limitation, cash, bank accounts, jewelry, clothing, accessories, securities, retirement plans, business interests, partnerships, insurance policies, and books, and also including any and all other items situated in the marital residence, or on its premises, which are not specifically awarded to the defendant, as designated

herein, and the defendant is hereby **DIVESTED** of any interest which he may heretofore have held in and to said property which is awarded to the plaintiff.

B. The defendant is **VESTED** with the full right, title, and interest in and to the table, chairs and sofa, coffee table, and chest situated in the living room of the marital residence, the credenza, pool table, stereo, and computer situated in the playroom of the marital residence, any silver situated in the kitchen which may have come from the defendant's family, and life cycle situated in the master bedroom of the marital residence, and the plaintiff is hereby divested of any interest which she may heretofore have held in and to said property which is **AWARDED** to the defendant.

The defendant is also **VESTED** with full right, title, and interest in and to all items of real or personal property titled in his sole name, belonging solely to him, including, without limitation, cash, bank accounts, jewelry, clothing, accessories, securities, retirement plans, business interests, partnerships, insurance policies, and books, and the plaintiff is hereby **DIVESTED** of any interest which she may heretofore have held in and to said property which is awarded to the defendant.

C. The defendant shall take such action as may be necessary to have the 1992 Infiniti automobile titled in the plaintiff. The parties have acknowledged that said vehicle is titled in the defendant's father; however, the defendant has represented in open Court that he can have the title to said vehicle transferred to the plaintiff, and the Court **RESERVES** jurisdiction over this issue until such transfer is made.

D. Full title and ownership in and to the Correct Kraft Ski Nautique boat shall be and, is hereby, **CONFIRMED** in the name of the defendant.

SEVENTH:

BUSINESS INTERESTS

The defendant shall have all right, title, and interest in and to the stock, property, and the business known as "Alabama Custom Car Wash, Inc.", and shall also have all right, title, and interest in and to the stock, property, and the business known as the "Custom Car Wash Associates Ltd.", except as provided in Paragraph EIGHTH herein below, and the defendant shall indemnify and hold the plaintiff harmless from loss, liability, or expense associated therewith.

EIGHTH:

ADDITIONAL PROPERTY SETTLEMENT

As an additional property settlement herein, the defendant shall pay to the plaintiff the sum of \$300,000.00, which shall be paid in full without interest on or before January 5, 1999, or at the defendant's election, he shall pay ten (10) equal annual installments of \$30,000.00, together with interest on the unpaid balance from this date at the rate of seven percent (7%) per annum, the first of such installments to be due on January 5, 1999, with the remaining installments due on the 5th day of each succeeding January until the unpaid balance is paid in full. This obligation for additional property settlement shall be secured by a pledge of, and a lien on, the corporate stock and property of Alabama Custom Car Wash, Inc., and it shall also constitute lien on the real property owned by Custom Car Wash Ltd., of which the defendant is the sole partner.

NINTH:

DEBTS

Except as otherwise provided herein, the defendant shall pay all debts of the marriage which are outstanding on the date of this judgment and shall indemnify and hold the plaintiff harmless from payment thereof.

TENTH:

MISCELLANEOUS

A. Each party shall execute any and all documents necessary to effectuate the terms of this agreement including, but not limited to, deeds, bills of sale, certificates of title, tax forms, real estate contracts, and the like.

B. The defendant shall also cooperate with and assist the plaintiff in obtaining, completing, and returning to his employer any and all forms pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) in order to insure that the plaintiff will have continuous hospital, medical and major medical insurance as provided by the terms and conditions of COBRA. The defendant shall be solely responsible for paying any and all premiums due for the plaintiff's coverage so long as she is eligible to remain, and does remain, covered under said COBRA provisions, and the plaintiff shall indemnify and hold the defendant harmless from any and all claims or liability arising thereon.

In the event that the defendant's group health insurance provider is not obligated to furnish continued coverage under COBRA, then in such event, the defendant shall furnish to the plaintiff at his expense a private insurance policy of

substantially similar coverage to the present group coverage; this obligation of the defendant for medical and health insurance shall continue for no longer than three years hereafter.

C. The defendant shall be entitled to claim the minor children of the marriage as dependency exemptions for Federal and State income tax purposes unless otherwise agreed between the parties, or until the further order of this Court.

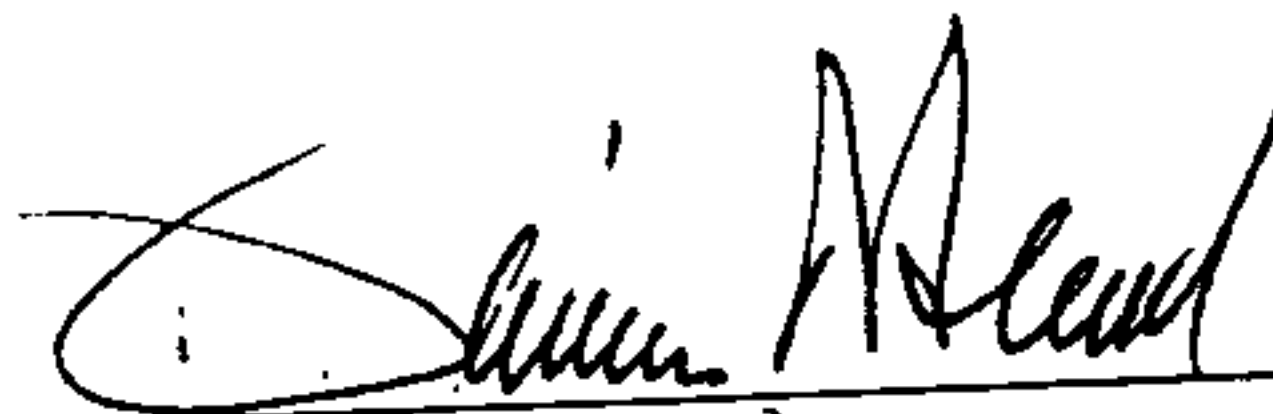
ELEVENTH:

ATTORNEY'S FEES AND COURT COSTS

A. The defendant shall pay to the plaintiff the sum of \$8,000.00 for her use in paying her attorneys of record. Said sum shall be paid directly to Boyd & Fernambucq, P.C. and Hewitt L. Conwill, Jr.


B. The defendant shall pay Court costs, for which let execution issue.

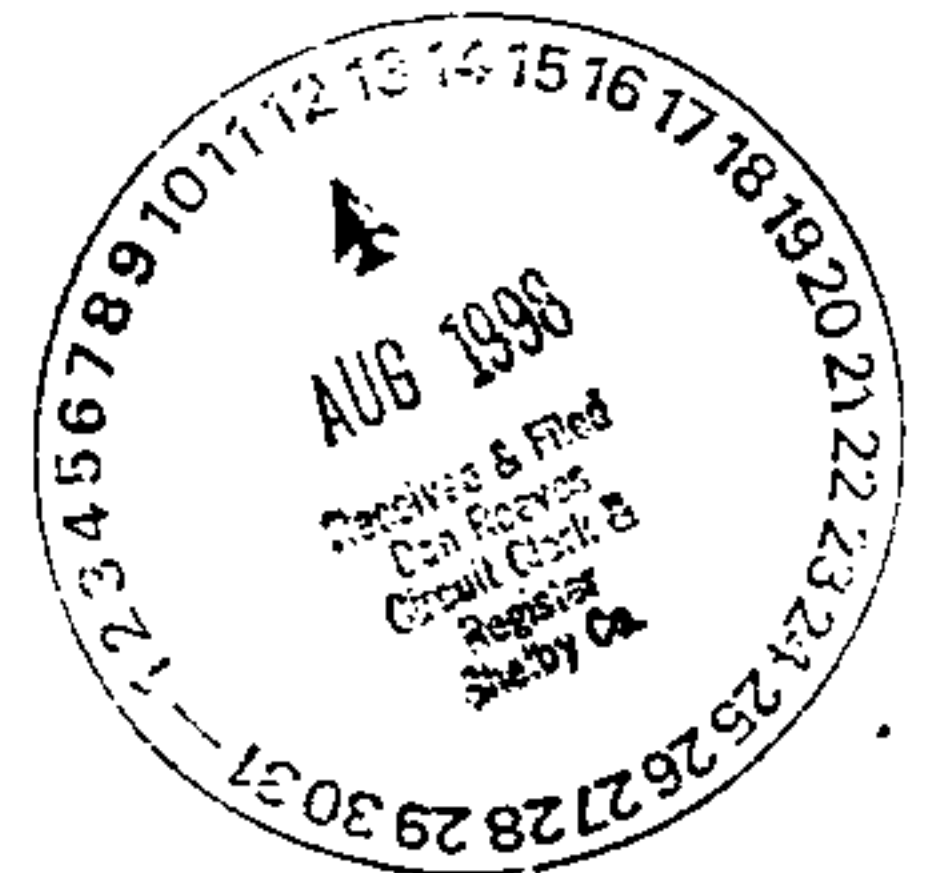
DONE and ORDERED this day 12th of August, 1998.



Oliver P. Head
Circuit Judge

Certified a true and correct copy
Date: August 20, 1998


Dan Reeves, Circuit Clerk
Shelby County, Alabama



ITEMS DESIRED BY MR. OSBORN ARE
DESIGNATED BY A "✓" MARK.

Exhibit "A"

HOME FURNISHINGS

2/17/98

"NO" indicates that
wife objects to
husband having
these
items.

Dining Room

	Fair Market Value
Assessories	250.00
Table and chairs	1,000.00
China cabinet	400.00
Crystal	500.00
Other	200.00
Buffet	150.00
China	1,000.00

Living Room

✓ Table	300.00
✓ Chairs & sofa	1,500.00
NO ✓ End tables	500.00
✓ Coffee table	400.00
✓ Chest	100.00
NO ✓ Assessories	1,000.00

Hall

Low chest	100.00
Pictures	100.00
Assessories	50.00
Bookshelves	300.00
Books	500.00

Den

Table & chairs (6)	3,000.00
Chairs & sofa	4,000.00
Coffee & end tables	400.00
Fireplace set	300.00
Lamp	50.00
Assessories	1,000.00
NO ✓ CD, surroundsound, TV & VCR	1,500.00

Playroom

✓ Credenza	500.00
✓ Pool table	1,000.00
✓ Stereo	1,000.00
✓ Computer	500.00
Sofa & chairs	2,000.00
Chest	75.00
End tables & coffee	800.00
TV & VCR	600.00
Assessories	200.00

**PLAINTIFF'S
EXHIBIT**

Chris' Room

Assessories	300.00
Mattress & box spring	300.00
Furniture	300.00
Chair	200.00
TV, stereo and VCR	1,000.00

Dustin's Room

Bed & furniture	600.00
Chair	200.00
Assessories	100.00
Bookshelf	50.00
TV, stereo and VCR	1,000.00

Kitchen

Desk	200.00
Stools	150.00
NO ✓ Silver	1,000.00 NO
Pots & pans	500.00
Stainless steel	500.00
Refrigerator	100.00
Microwave	25.00
Toaster	25.00

Master bedroom

Furniture	1,000.00
Chair	200.00
✓ Life cycle	300.00
Assessories & lamps	750.00

Maegan's Playroom

Cabinets	300.00
Assessories	200.00
Hall chest	200.00

Maegan's Room

Bed & Furniture	750.00
Assessories	200.00
Stereo	500.00

Laundry Room

Washer	300.00
Dryer	300.00
Vacuum (2)	100.00
Iron & board	25.00

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
Domestic Relations

TAMARA F. OSBORN,
Plaintiff,

Case No.: DR 97-370

vs.

MICHAEL EDWARD OSBORN,
Defendant.

INCOME WITHHOLDING ORDER

THE PRESENT EMPLOYER AND ANY SUCCESSIVE EMPLOYER OF MICHAEL EDWARD OSBORN IS HEREBY ORDERED AS FOLLOWS:

1. To withhold from the income due or becoming due to the above-named person the sum of:
ONE THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$1,863.00) 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 Court as soon as possible all amounts so withheld. The Clerk shall disburse the said amount to: TAMARA F. OSBORN.

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.

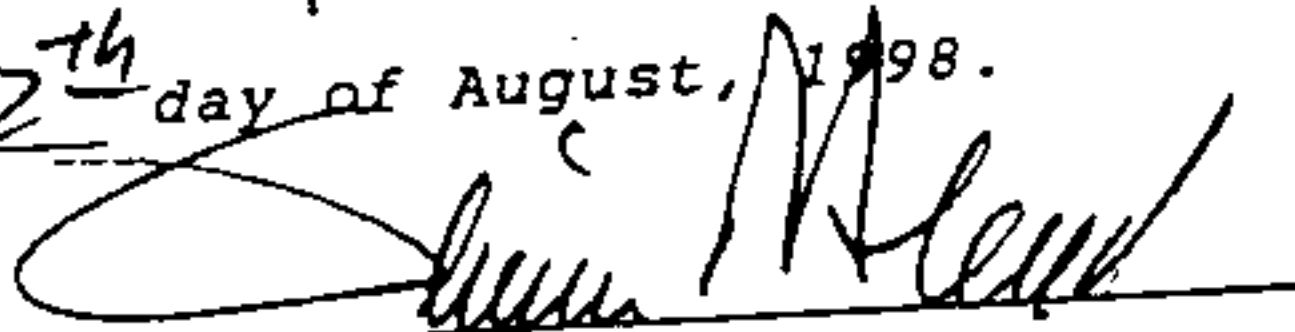
5. Not to withhold for child support an amount in excess of fifty percent (50%) of the employee's disposable income if he is supporting a second spouse or family and sixty percent (60%) if he is NOT supporting a second spouse or family. If the employee is found to be three (3) months or more in arrears, 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 12th day of August, 1998.


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, or until all the children in this case reach the age of 19 years, then the order shall cease to be effective and the employer shall no longer withhold these wages.

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