

SHELIA KAY FETCHKO,

Plaintiff,

VS

JOHN JOSEPH FETCHKO,

Defendant.

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IN THE CIRCUIT COURT OF  
SHELBY COUNTY, ALABAMA

CASE NO: DR-00-392

Inst # 2001-06580

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: The bonds of matrimony heretofore existing between the parties are dissolved, and the said SHELIA KAY FETCHKO and said JOHN JOSEPH FETCHKO, are divorced each from the other.

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 contract marriage upon the payment of costs of this suit.

THIRD: The Agreement of the parties filed in this cause, a copy of which is attached hereto as Exhibit "A" and by reference hereto is made a part hereof, is RATIFIED, APPROVED, AND CONFIRMED by the Court in this cause, and the Plaintiff and the Defendant are each ORDERED AND DIRECTED to faithfully perform their respective obligations as set forth therein.

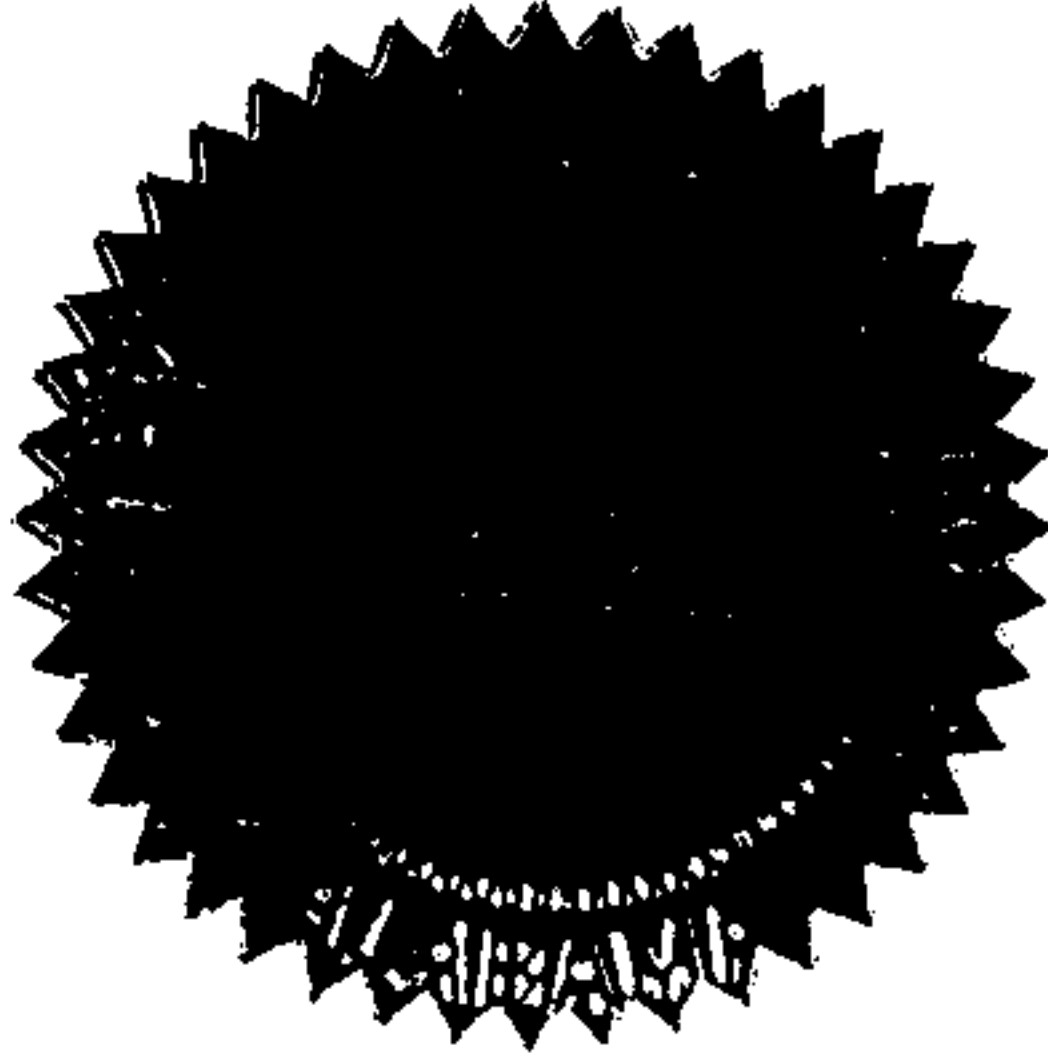
FOURTH: Reference is hereby made to a separate Order entitled, Order of Continuing Income Withholding for Support, pursuant to Code of Alabama, 1975, Section 30-3-60, et seq., which is specifically incorporated herein as a part of this cause and this Order shall be entered in this cause and shall be served immediately upon the employer of the Defendant.


FIFTH: Costs of Court in this cause are taxed as paid.

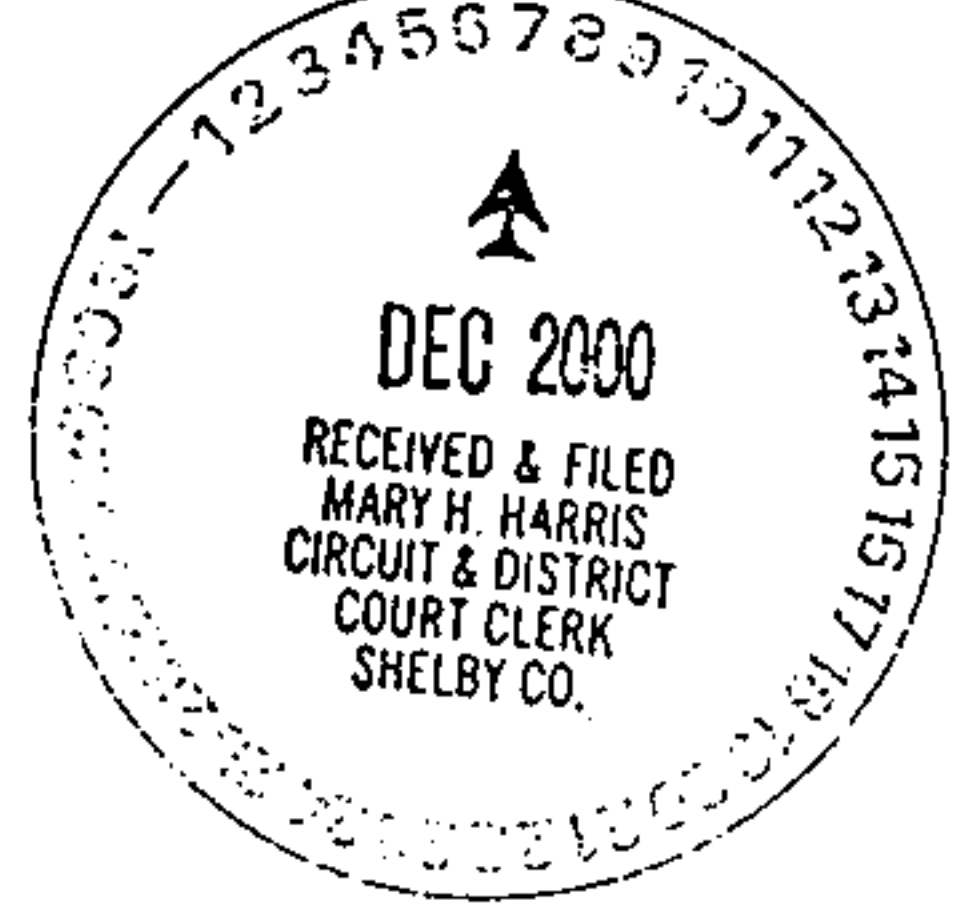
EXHIBIT "A"

02/26/2001-06580  
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SHELBY COUNTY JUDGE OF PROBATE  
007 RMB 29.00

DONE AND ORDERED, this 7<sup>th</sup> day of December, 2000.



  
DAN REEVES, CIRCUIT JUDGE



I, Mary Harris, 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 enrolled in my office.

Witness by hand and seal this the 7<sup>th</sup>  
day of December, 2000  
Mary H. Harris  
Clerk & Register of Circuit Court

**COPY**

IN THE CIRCUIT COURT OF SHELBY COUNTY  
STATE OF ALABAMA

IN RE: THE MARRIAGE OF )  
 )  
SHEILA K. FETCHKO )  
Plaintiff, )  
 )  
vs. )  
 )  
JOHN JOSEPH FETCHKO )  
Defendant, )

CASE NO.: DR 2000-392

AGREEMENT

The agreement made and entered into by and between SHEILA K. FETCHKO, hereinafter referred to as "Plaintiff"; and JOHN JOSEPH FETCHKO, hereinafter referred to as "Defendant";

In consideration thereof and of the mutual agreements hereinafter made, they have separated and mutually agreed, to the following terms and conditions in regard to that separation and have agreed to have this agreement incorporated into and become a part of their Divorce at such time as they shall obtain same:

1. EXECUTION OF DOCUMENTS:

It is mutually understood and agreed that each party hereto agrees to execute any and all necessary instruments or documents to effect the transfer of any and all property, including real or personal, as may hereinafter be provided for, and to carry out any provision contained herein.

2. CUSTODY AND VISITATION:

The Parties shall have joint care, custody and control of the parties minor children, namely: JESSICA LYNN FETCHKO, age 3, date of birth, April 10, 1997 and JOHN JOSEPH FETCHKO, age 1, date of birth, September 3, 1998. The Plaintiff shall maintain the primary residence for the children and the Defendant shall have visitation rights as follows:

(a) Six weeks (6) during each summer at a time to be selected by the Wife, provided, however, that husband shall have mailed by registered mail a written notice to the Wife of the dates of the intended visitation at least thirty (30) days prior to such visitation;

- (8) At the end of the period of visitation, the Husband shall notify the Wife of the dates, time, carrier, and flight number of the children's return. The Husband shall notify the Wife twenty-four (24) hours prior to the time of departure.
- (9) On the return of the children the Wife shall ensure that either she or the children notifies the Husband of the children's return.

(g) The Husband shall enjoy the right of telephone visitation each Thursday, between the hours of 7:00 p.m. and 8:00 p.m. local time with the minor children, at the Husband's expense. The Wife shall neither interfere with nor listen in or be party to the telephone conversation during the said period of time.

(h) Husband can see the children at anytime, provided he gives a forty-eight (48) hour notice to the Wife.

### 3. CHILD SUPPORT:

The Defendant shall pay to the Plaintiff the sum of \$ 1300.00 per month for the support and maintenance of the minor children of the parties. Said payment to begin on September 1, 2000, due and payable the first of each month thereafter, until said children reach the age of majority, marry or become self-supporting, or as otherwise provided by law, whichever event shall first occur.

### 4. INCOME WITHHOLDING ORDER:

Reference is hereby in this Agreement to a separate order entitled, Order of Continuing Income Withholding for Support, pursuant to Code of Alabama 1975, Section 30-3-60, et seq., which is specifically incorporated herein as a part of this cause and this Order shall be entered in this cause and shall be served immediately upon the employer of the Defendant.

### 5. COLLEGE EDUCATION:

The issue of college education is reserved until a later date.

### 6. INSURANCE:

A. Husband shall maintain health and hospitalization insurance on the minor children of the parties. The parties shall each pay one-half of non-covered medical expenses and co-pays.

B. Husband shall maintain life insurance in the amount of \$50,000.00 insuring his life. The policy shall be payable to the Plaintiff as Trustee for the minor children until such time as the parties minor children reach the age of 19.

**7. PERSONAL PROPERTY:**

A. Plaintiff shall receive all right, title and interest in the following personal property and Defendant shall be divested of any interest therein: 2000 Chevrolet Monte Carlo.

B. The Plaintiff shall assume any debt on the above described property and hold-harmless Defendant therefrom.

C. The Plaintiff shall claim the minor child, JESSICA LYNN FETCHKO, date of birth, April 10, 1997 as dependent for income tax purposes. The Defendant shall claim the minor child, JOHN JOSEPH FETCHKO, date of birth, September 3, 1998 as dependent for income tax purposes.

D. Defendant shall receive all right, title and interest in the following personal property, and the Plaintiff shall be divested of any interest therein: King size bed (master), dresser, nightstand, his TV, one-half (1/2) linens, dishes, cookware, antique desk and chair, all fine china and crystal, one recliner, refrigerator, stove and dishwasher.

E. The Defendant shall assume any debt on the aforementioned property and shall hold-harmless Plaintiff therefrom.

F. All other personal property has been divided and all right, title and interest in said property shall vest in the party now having possession.

**8. REAL PROPERTY:**

The marital residence at 198 Lake Drive, Shelby, Alabama 35143 shall be sold and the net equity divided equally between the parties. The Defendant shall have the right to live in the marital residence for up to six months before the house is placed on the market. Thereafter, the house shall be listed with a Realtor of the parties mutual choice for the appraised price of \$89,000.00. If the house is not sold within ninety (90) days the parties may agree to extend the contract, lower the price or petition the court for a public sale of the property.

**9. DEBTS:**

Each party shall pay those debts in his or her own name.

JF

10. BANK ACCOUNTS:

Each party shall have sole right and title to his or her own bank account(s).

11. IRA:

Each party shall have sole right and title to his or her own Individual Retirement Account.

12. PENSION:

Each party shall have sole right and title to his or her own Pension fund.

13. ALIMONY:

Neither party shall pay Alimony to the other and both parties waive all rights to alimony payments in the past, present or future.

14. 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 this Agreement is based are set forth in full in this Agreement and that any Agreement outside this Agreement is null and void.

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

15. APPLICABLE LAW:

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

16. COURT COSTS:

The Defendant shall pay all costs of court for which let execution issue.

17. ATTORNEY'S FEE:

The Defendant shall pay \$2000.00 to Plaintiff's attorney toward her attorney's fees.

The Defendant shall pay his own attorney's fees.

18. BANKRUPTCY PROVISION

a.) With respect to the Parties responsibility to pay the debts and liabilities set forth herein and to hold the other harmless from any liability thereon whatsoever, the parties intend these specific debts and liabilities to be of a kind envisioned by Section 523 (a)(15) of the Bankruptcy Code, and are therefore non dischargeable.

b.) In the event either Party becomes a debtor under the Bankruptcy Laws of the United States, either as a Chapter 7 or 13 debtor, and either as voluntary or involuntary bankruptcy, the Party agrees not to list the specific debts and liabilities enumerated hereon or to seek in any fashion a discharge of his obligation hereunder, and that he should do so, he would be subject to being held in contempt of this Court.

c.) Each Party agrees to pay any legal fees and court costs which might occur as result of his failure to pay the specific debts and liabilities set out in the Agreement and Final Judgment.

DONE AND EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

Kelly D. Parker  
Witness

Sheila K. Fetchko  
Sheila K. Fetchko

Cynthia J. Graves  
Witness

John Joseph Fetchko  
John Joseph Fetchko

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03:38 PM CERTIFIED  
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007 MMB 27.00