

IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA
EQUITY DIVISION

JAMIE H. BRAUNE

Plaintiff

v.

CHESTER E. BRAUNE

Defendant



20040102000003810 Pg 1/10 38.00
Shelby Cnty Judge of Probate, AL
01/02/2004 14:44:00 FILED/CERTIFIED

DR 95-669-OPH

FINAL JUDGMENT ORDER 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 Jamie H. Braune and said Chester E. Braune 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 Plaintiff.

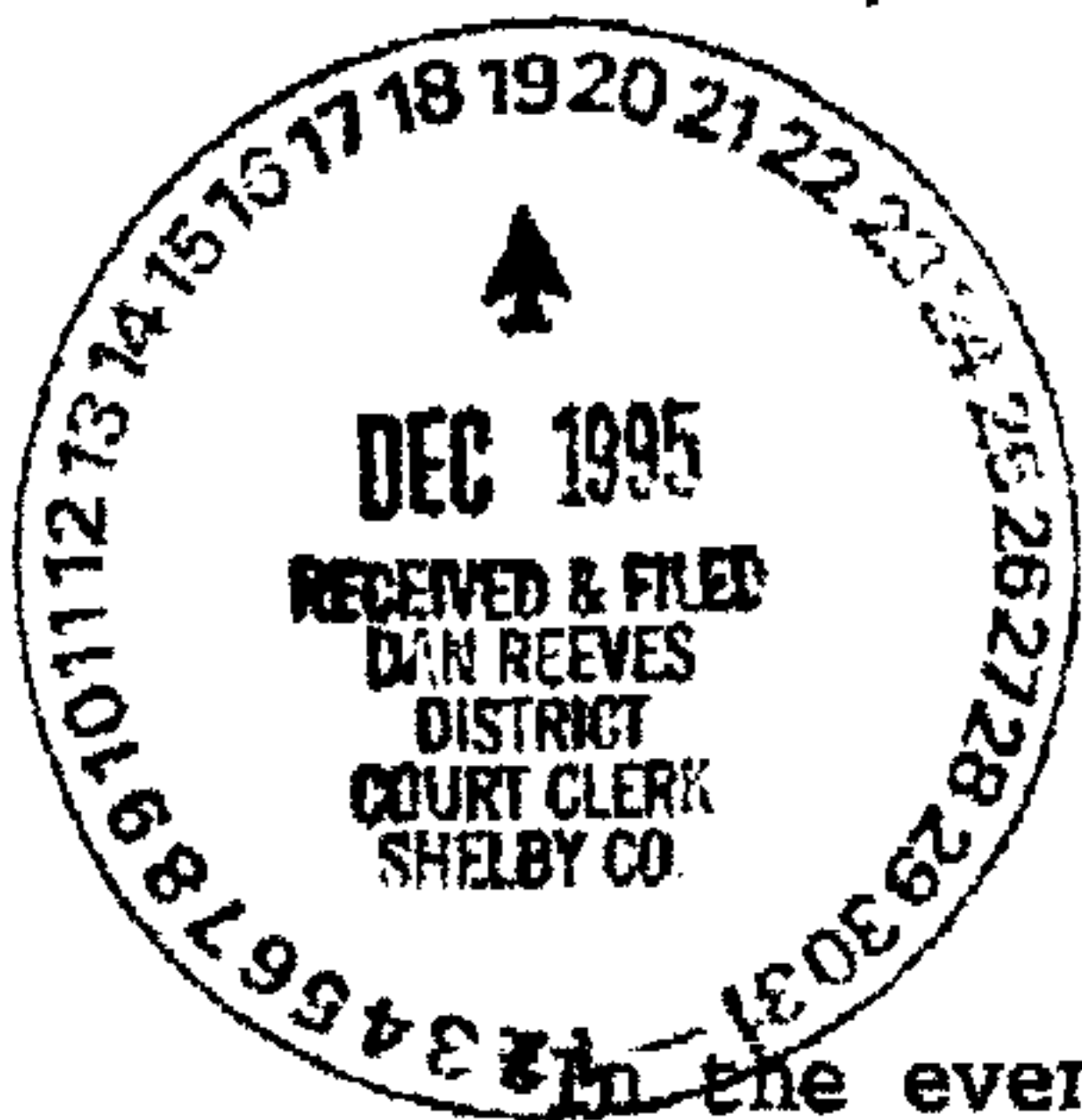
FOURTH: (A) The award of child support made herein was determined by application of the Child Support Guidelines established by Rule 32, A.R.J.A. A copy of the Guideline forms has been filed herein and are made a part of the record in this cause.

(B) That reference is hereby made in this Final Judgment Order 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 separately incorporated herein as part of this Court's order and decree in this cause. However, due to the Defendant's termination of employment as of November 6, 1995, and his current involvement in unfair termination hearings, said Order **SHALL NOT** be served at this time. *See Below.

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

DONE and ORDERED this the 18th day of December, 1995.

Dated: 12/18, 1995.



Circuit Judge, Shelby County Circuit Court,
In Equity

In the event the plaintiff should hereafter become an employee of some other person or entity, and in the further event that said defendant becomes delinquent in a dollar amount equal to one month of support payment as herein ordered, and upon the written affidavit of the obligee (plaintiff) of such delinquency, or upon request of the obligor (defendant), or upon the Court's own motion, said Order of Continuing Income Withholding For Support shall be served upon the obligor's employer and shall become effective within fourteen (14) days of service of same.

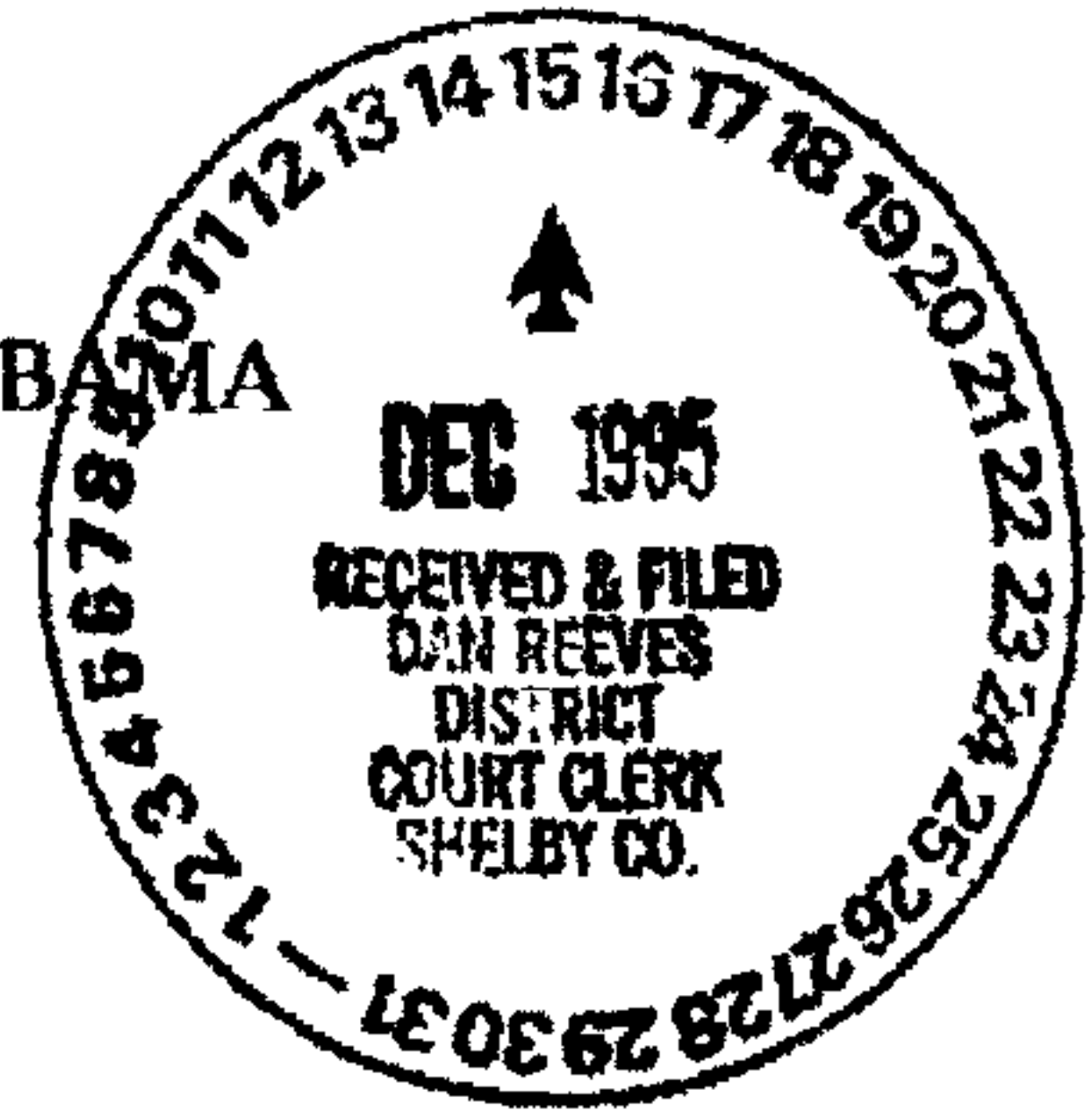
Oliver P. Head, Circuit Judge

Certified a true and correct copy

Date: January 2, 2003

Mary H. Harris, Circuit Clerk
Shelby County, Alabama

IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA
EQUITY DIVISION



JAMIE H. BRAUNE)

Plaintiff)

v.)

CHESTER E. BRAUNE)

Defendant)

DR 95-669-OPH

AGREEMENT

This agreement was made and entered into on this the ____ day November, 1995, by and between Jamie H. Braune, hereinafter referred to as "Wife", and Chester E. Braune, hereinafter referred to as "Husband."

WHEREAS, both Husband and Wife are over the age of nineteen (19) and have been and are bona fide residents of Shelby County, Alabama, for more than six (6) months, next preceding the filing of the Complaint by Husband; and,

WHEREAS, the parties were married on, to-wit, the 18th day of September, 1982, in Jefferson County, Alabama and have lived together as Husband and Wife until August, 1995, at which time they separated and have not cohabited as man and wife since that time; and,

WHEREAS, there are three children born of the marriage, they being Laura Jennifer Braune, age eleven (11) years, date of birth, December 28, 1983; Sarah Elizabeth Braune, age eight (8) years, date of birth, April 14, 1987; and Eva Lynn Braune, age six (6) years, date of birth August 31, 1989. The Wife is not pregnant; and,

WHEREAS, it has been determined that it is impossible for the parties to live happily in a marital state; and

WHEREAS, the parties desire to enter into this agreement following both the filing of the Complaint by Wife, and an Answer by the Husband; and

WHEREAS, the parties consider it to their best interests to settle between them now child custody, child support and visitation and to settle now and forever their respective rights as to alimony, property rights, dower rights, inheritance rights, and all other rights of property otherwise growing out of the marriage relationship existing between them and which either of them now has or may hereafter have or claim to have to any property of every kind, nature and description, real, personal or mixed, now owned by either of them;

NOW, THEREFORE, the said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the respective parties hereto, each covenants and agrees as follows:

This agreement shall be binding upon the parties and their respective legal representatives, successors and assigns immediately following the granting of the final decree of divorce, provided that the provisions of this agreement are approved by the Court in which said proceedings are instituted.

I. DIVISION OF PROPERTY

A. Real Property

The Husband and Wife jointly own the marital residence and lot located at 4504 Englewood Road, Helena, Alabama, 35080 and the Wife and minor children continue to reside in said marital residence. Wife shall receive the sole rights, title and interest in the marital residence and be responsible for the remaining mortgage on same. Wife will attempt to release Husband from the mortgage debt. If Wife is unable to secure a release without refinancing and

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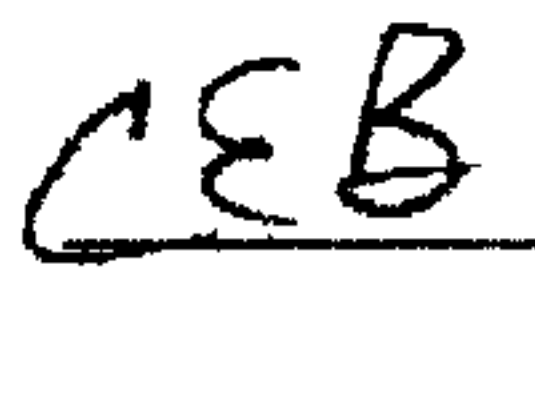
paying a fee for same, then Wife agrees to indemnify Husband and hold him harmless as to any related debts therefrom and to reimburse him for any payments he might have to pay in the future as well as paying any attorney's fees for any costs related thereto.

Husband agrees to immediately execute whatever documents are necessary to warrant and transfer said property free and clear of all liens and encumbrances to Wife and shall divest himself of any and all interest to said property and execute the appropriate documents necessary to transfer all rights, title and interest in and to said property to Wife.

Husband shall receive Fourteen Thousand Dollars (\$14,000) equity, less half the costs of sale of said home, said sum not due or payable until such time as Wife should sell said home. Should Wife be forced to sell said home, due to financial hardship, and Husband remains unemployed and/or unable to pay child support, then at such time, the aforementioned equity shall be retained by Wife as future child support, with Husband receiving full credit for same. This is deemed a property settlement, and Husband shall pay capital gains or income taxes on the Fourteen Thousand Dollars (\$14,000), if and when same is due.

B. Household Property

The Wife is vested in full possession, right, title and interest in all household furnishings, goods, wares, and appliances presently located in the family residence at 4504 Englewood Road, Helena, Alabama, 35080, except for those items specifically listed in Exhibit "A" and attached hereto. The Husband is vested in full possession, right, title, and interest in all household furnishings, goods, wares, and appliances presently in Exhibit "A." Wife agrees to allow Husband to store items listed in Exhibit A for a reasonable period of time and to notify him at least 90 days in advance, if she wishes him to remove said items. Any items he chooses

not to remove within that time period may be sold or otherwise removed.

The following items are specifically given to the children, with the Husband retaining the engagement ring until Laura reaches age twenty-five (25), and Wife retaining the furniture until the recipient child reaches age twenty-five:

To Laura: Engagement ring
Bedroom suite
One piece of antique china

To Missy: Mantel clock
Marble top table
Lift-top desk
One piece of antique china

To Sarah: Stereopticon
Rocker
Secretary
One piece of antique china

Should any of the children become deceased before their twenty-fifth (25th) birthday, then her items will be divided between the remaining children. Should either parent dispose of the property before the recipient child reaches age twenty-five (25), then the monetary value of said property shall be paid to that child at or before age twenty-five (25).

C. Personal Property

Husband and Wife own certain personal property. It is hereby agreed that Wife shall have sole ownership and be responsible for any and all personal properties she brought into said marriage or acquired during said marriage, including but not limited to, jewelry, cash, individual bank accounts, clothing, IRA's, retirement funds, business interest, insurance policies, and the like presently in her possession.

Husband shall have the sole ownership and be responsible for any personal

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property he brought into the marriage or acquired during said marriage, including but not limited to, jewelry, cash, individual bank accounts, clothing, IRA's, retirement funds, business interest, insurance policies, and the like presently in his possession, except as specifically stated herein. Should Husband become reinstated in his employment and his retirement be reinstated at no additional cost to him, he agrees to provide Wife with Thirteen Thousand Dollars (\$13,000), or half the current balance in his retirement account, whichever is less, via a Qualified Domestic Relations Order. However, if he withdraws his retirement and uses it to pay child support and it is not reinstated at no additional cost to him, Wife waives her rights to said retirement.

D. Bank Accounts

Any bank account held in the sole name of the Husband or Wife shall become sole property of that party. Any accounts that are held jointly become the sole possession of the Wife.

E. Motor Vehicles

There are two (2) automobiles in the parties' possession, namely: A 1982 Jeep Renegade, and a leased 1994 Buick Century.

Husband shall have full right, title and interest in the Jeep Renegade. Furthermore, Husband shall assume and be responsible for any indebtedness secured on said automobile and shall indemnify and hold Wife harmless from any liability or responsibility therefrom, including the costs and/or reasonable attorney fees incurred to enforce said indemnification.

Wife shall have full right, title, and interest in the 1994 Buick Century, currently leased in Husband's name. However, Wife agrees to assume and be responsible for any lease payments secured on said automobile for so long as she is financially able. Should Wife be

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unable to retain the automobile, she will notify Husband of same at least thirty (30) days in advance of the next payment due date and may return physical custody of the car to Husband.

As a form of alimony in gross, Husband agrees to pay to Wife within thirty (30) days of execution of this Agreement, the sum of Seven Hundred Eighty-four Dollars (\$784), which Wife agrees to pay toward the lease on the car.

F. Income Tax

The parties have filed joint returns in the past. Should, via an IRS audit, they be found to owe more taxes and it can be determined which party did not pay his or her correct amount, then that person must pay the amount owing in full, and indemnify and hold harmless the other. If it cannot be determined which person failed to pay the correct amount or if it was a joint error, then each party agrees to pay one-half and to indemnify and hold the other harmless for his or her one-half. If a refund is due, the above formula will be instituted as well.

G. Income Tax Exemptions

In 1995, the Husband shall be entitled to claim the minor child, Laura Jennifer Braune, and Wife shall be entitled to claim the minor children Sarah Elizabeth Braune and Eva Lynn Braune, as dependent exemptions for Federal and State income tax purposes. Each agree to execute all necessary IRS documents to effectuate same. Thereafter, Wife shall claim all children as dependent exemptions for Federal and State income tax purposes.

II. PERIODIC ALIMONY

Periodic alimony shall be reserved for Wife.

III. DIVISION OF DEBTS

Husband and Wife each agrees to pay all debts held in their individual names, and to

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indemnify and hold the other harmless from any responsibility or liability. Husband and Wife agree to equally divide the counseling bill to Ron Yount in the approximate amount of Two Hundred Fifty Dollars (\$250), as well as the Sears bill of approximately Five Hundred Dollars (\$500), plus accruing interest on their portion thereof.

IV. CHILD CUSTODY

A. Sole Custody

Wife shall have the legal sole care, custody and control of the minor children of the parties.

B. Secondary Custody

Due consideration having been given to the positive parenting skills of both parties, and the positive relationships that exist between the Children and both parents and the age, sex, and stages of maturity of the children, the parties hereby agree it is in the best interest of all involved that they continue to share in the parenting.

Wife shall have the primary physical care, custody, and control of said Children and her residence will be the primary residence of said children.

1. Weekend Visitation: The Husband shall have the first (1st) and third (3rd) weekends of each month from 6:00 p.m. on Friday until 6:00 p.m. the following Sunday; (The first (1st) weekend of a month begins on the first (1st) Friday of each month.) The Wife shall have the second (2nd), fourth (4th) and fifth (5th) weekends.
2. Summer Schedule: Every summer vacation for one (1) month (30 days) to be taken in two (2) week intervals of fifteen (15) days with at least fifteen (15) days between the intervals. The Husband will provide thirty (30) days' written notice to the Wife as to the dates he intends to begin the secondary visitation;

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3. Christmas. Husband has the children from the day school is dismissed until 8:00 p.m. Christmas Eve, and the Wife has the children from 8:00 p.m. Christmas Eve until 6:00 p.m. New Year's Day. *CEB* *JHB*
4. Easter and Thanksgiving. In even years, Husband has the children for Thanksgiving Day and Wife has the children on Easter Day from 8:00 a.m. until 6:00 p.m. of the same day. In odd years, for the same time periods, Wife has the children on Thanksgiving Day and Husband has the children on Easter day.
5. Birthdays. Every birthday of the Children both parties are allotted a two (2) hour period if birthday is during school term or one-half (1/2) day if during the summer or on a weekend. The time will be worked out between the parties; however, if the parties cannot agree, then the Husband chooses in odd years and the Wife in even years.
6. Father's and Mother's Day: Anything to the contrary notwithstanding, the children shall be with the Husband on Father's Day and on his birthday and with the Wife on Mother's Day and on her birthday from 8:00 a.m. to 6:00 p.m.;
7. Summer Vacation of Parties: Notwithstanding the specified time periods, both parties may each select one (1) period in which they are already the custodial parent for that week in which they can each have nine (9) consecutive days (with no scheduled visitation with the other parent) in which to take the Children on a vacation. Thirty (30) days' written notice is required to receive this holiday, and it can only be used during the summer. If no dates can be agreed upon by the parties, then Wife will have nine (9) consecutive days in July and Husband nine (9) consecutive days in August with the specific days to be chosen by the parent taking the vacation;
8. A.E.A.: The Wife will have the Children from 6:00 p.m. on the date school is dismissed for A.E.A until 6:00 p.m. the night before school resumes in even years and the Husband will have the Children the same time period in odd years.
9. Other: The above paragraphs, in no way, restrict the parents from celebrating holidays together with the Children or in changing dates and times set forth, so long as both parties are in agreement. Either parent can visit with the Children at any other reasonable time and place so long as the parties can agree.

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