

**FINAL JUDGMENT OF DIVORCE  
IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

**IN RE: THE MARRIAGE OF**

**PATSY ANN REED,**

**PLAINTIFF,**

**VS.**

**WILEY WILLIAM REED,**

**DEFENDANT.**

**CIVIL ACTION NO.  
DR 02 140 ERV**

**FILED IN OFFICE**  
**FEB - 5 2003**  
**EARL N. CARTER, JR.**  
**CIRCUIT CLERK**  
**BESSEMER DIVISION**

**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 PATSY ANN REED and said WILEY WILLIAM REED 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 as paid. *by Plaintiff*

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; said Order shall not be entered or served.

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 5<sup>th</sup> day of February, 2003.

*Ernest R. Varine*  
\_\_\_\_\_  
CIRCUIT JUDGE, CIVIL DIVISION

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



child, regardless of which party has the physical custody at any particular time. Husband and Wife agree that shared custody means shared parents responsibility and requires both parents to confer, so that major decisions affecting the health and welfare of the child may be jointly determined when it is possible to do so.

2. That the Wife shall be the primary custodian parent of the said child and the Husband shall exercise his periods of custody as follows:

- a) Every other weekend of each month from 6:00 p.m. <sup>Starts on Friday until 12 PM</sup> the following Sunday. The first weekend shall begin on the first Friday of each month at 6:00 p.m.
- b) Every other Thursday from 3:00 p.m. until the next morning at 8:00 a.m. (During school the Husband shall deliver the child to school);
- c) Christmas holidays: In even-numbered years, the Wife receives from the day school dismisses until Christmas day at 3:00 p.m., Husband to receive Christmas Day at 3:00 p.m. until New Years Day at 3:00 p.m. In odd-numbered years, the Wife receives from the day school dismisses until Christmas Eve at 3:00 p.m., Husband receives 3:00 p.m. Christmas Eve until 3:00 p.m. Christmas Day. Wife receives Christmas Day at 3:00 p.m. until December 26 at 3:00 p.m. Thereafter, the Husband receives from December 26 at 3:00 p.m. until 3:00 New Years Day;
- d) Beginning when school is out, the child shall alternate being with his father two (2) consecutive weeks and then with his mother two (2) consecutive weeks, continuing the alternation until school resumes, with the Father having the child with him the first two (2) weeks after school is out, provided, the minor child shall be with the Mother for the two weeks immediately preceding the commencement of each school year;
- e) During the odd years AEA (Spring Break) vacation from 6:00 p.m. on the day school is recessed for said holiday until 12:00 noon on the following Wednesday. On the even years from 12:00 noon on Wednesday until the following Sunday at 6:00 p.m. ;
- f) Every other July 4 from 9:00 a.m. until 6:00 p.m. of the same day beginning in 2003;
- g) Every Father's Day from 10:00 a.m. until 6:00 p.m. of the same day;
- h) During odd-numbered years, Husband shall have the right of visitation with the minor child on the birthday of the said minor child from 3:00 p.m. on said day until 8:00 a.m. of the following day. Even-numbered years. the Wife shall have the right of visitation with the minor child on the birthday of the said minor child from 3:00 p.m. on said day until 8:00 a.m. of the following day or otherwise agreed to;



- i) During odd years, Thanksgiving from 3:00 p.m. the day school is dismissed until Sunday at 6:00 p.m.;
- j) During even-numbered years, the Husband shall have the right of visitation with the minor child on Easter Sunday from 9:00 a.m. until 6:00 p.m. of the same day. During odd-numbered years, the Wife shall have the right of visitation with the minor child on Easter Sunday from 9:00 a.m. until 6:00 p.m. of the same day;
- k) On the birthday of the Husband from 3:00 p.m. on said date until 8:00 a.m. of the following day. Father to return minor child to school;
- l) In addition to the specified periods of visitation, there shall be other liberal custodial times as agreed upon between the parties.
- m) Notwithstanding any of the provisions for husband's custody stated hereinabove, wife shall have custody of the minor child on her birthday and on Mother's Day from 3:00 p.m. on said date until 8:00 a.m. of the following day

3. Both Husband and Wife desire to be involved in the various activities of their minor child. These include academic, religious, civic, cultural, athletic, and medical and dental activities of the child. Husband and Wife agree to cooperate one with the another in adjusting their schedules to assure that the child is delivered to and returned from any such activity. It is further agreed and understood that both parties will notify one another of all conferences, programs or events relating to such activities in such a way that both parties will have an opportunity to participate in such activities of the child.

4. The Husband and Wife agree that neither party shall have a member of the opposite sex to whom he or she is not related by blood or marriage overnight in the presence or proximity of the parties' minor child.

5. That each parent shall have access to all medical, school, and/or other official records or documentation, including report cards, and/or other records or documents related to the health, education and welfare of the child. Each parent shall have the right to discuss the child's medical condition with the child's doctors and shall have the right to participate in school, athletic, and church activities of the child, and to discuss the child's progress in school with the child's teachers.



6. Each parent shall keep the other informed as to any significant illness or injury sustained by the child, and shall notify the other as soon as possible if the child is admitted to the hospital or receives emergency treatment.

7. Each parent shall keep the other informed on a current basis as to the primary residence address and telephone number (landline) where the child resides or visits. If parties plan out of state trips, each shall notify the other party of said dates, times, places and itineraries.

8. That neither party shall in any way attempt to harm, hinder, decrease or destroy the natural love of the child for the other parent. Neither party shall speak badly of the other in the presence of the child. Both parents will strive to maintain harmonious relations for the parties' child.

9. In lieu of the parties hiring or requesting a third party to babysitter, each shall have first right of refusal before a babysitter is considered an option for the parties to work or social schedule conflicts. Each party shall make at least two (2) attempts to communicate said request to the other in good faith and for the best interest of the minor child.

10. As required by Ala. Code Section 30-3-153(a)(6), the parties agree that Patsy Ann Reed is designated as the parent with primary authority and responsibility regarding the minor child, Benjamin Reed. Any third party, including but not limited to, schools and medical providers, may rely upon and follow the directions of Patsy Ann Reed in any situation relating to the minor child, Benjamin Reed.

11. The parties further state that their agreement for the joint or shared custody of their minor son shall in no way limit or impair the freedom of each parent to relocate to any area, including out-of-state. Both parents hereby acknowledge that if such should occur, the moving parent shall immediately notify the other of any prospective move, and they will make every good faith effort to adjust and adapt this arrangement to fit the new geographical circumstances.

**CHILD SUPPORT:**

12. That the Husband shall pay to the Wife the sum of One Thousand and No/100 Dollars (\$1,000.00) per month for the support and maintenance of the child. The first payment is to be paid on or before February 1, 2003, and subsequent payments shall be made on the first day of each month thereafter until such time as the minor child reaches the age of nineteen (19) years,



marries, or becomes self-supporting, whichever event shall first occur. This provision is NOT in compliance with Rule 32 of the Alabama Rules of Judicial Administration, due to the fact that the parties' income exceeds the Guidelines.

**INCOME WITHHOLDING ORDER:**

13. The Husband is presently self-employed; therefore, an Order of Continuing Income Withholding for Support, pursuant to *Code of Alabama 1975*, Title 30-3-60 et seq. is not being entered by the Court at this time due to the Husband's self-employment. The Husband shall make his child support to the Wife on the ~~fifth~~ <sup>first</sup> day of each month, either directly or by United States Mail.

*2nd First Par*

**COLLEGE EDUCATION:**

14. The Husband shall provide and pay for college education equivalent to the prevailing rates for an in-state student at the University of Alabama in Tuscaloosa, Alabama. This reference to this state university is not intended to direct that a child actually attends that school, but rather provides a reference for the Plaintiff's maximum financial obligation hereunder. The Husband's obligation shall include but not be limited to, room, board, tuition, books and mandatory fees for so long as the minor child is a full-time student, maintains a "C" average, and remains unmarried.

15. Although the Husband is providing for the child's college education, the parties agree that the decision where Benjamin will attend college will be a joint decision between the Husband, the Wife and the child. All options such as academics, athletics, proximity to Birmingham will be considered by each party to make the best decision for the minor child.

**MEDICAL INSURANCE:**

16. The Husband shall provide and maintain hospitalization, dental insurance coverage and major medical insurance for the use and benefit of the minor child of the parties. The Husband shall provide proof of the existence of said coverage to the Wife, within thirty (30) days of the Final Judgment of Divorce and furnish appropriate cards for the Wife's use.

17. All non-covered medical expenses incurred on behalf of the minor child of the parties shall be paid by the Husband, including but not limited to, all doctor, hospital, medical, prescription drugs, dental, orthodontic, optical care, psychological, counselor and psychiatrist.



execution of this agreement, husband shall allow wife entry and access to the former family home and allow her to remove any other personal items and she may have any other items of furniture, furnishings, accessories, pictures, equipment and supplies that the parties agree upon.

**PERSONAL PROPERTY:**

23. That all items of personal property currently in the Husband's name or belonging solely to the Husband or in the Husband's possession (except as specifically referred to in this agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, retirement plans, business interest, partnerships, insurance policies, books, and like, shall be the Husband's sole property, and the Wife hereby renounces any interest that she may have therein.

24. That all items of personal property currently in the Wife's name or belonging solely to the Wife (except as specifically referred to in this agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, retirement plans, business interest, partnerships, insurance policies, books, and the like, shall be the Wife's sole property and the Husband hereby renounces any interest that he may have therein.

**BUSINESS INTEREST:**

25. That the Husband shall receive sole and exclusive ownership of and title to Wiley Reed and Associates LLC, including all ventures, assets and liabilities now or in the future acquired assets, liability or ventures owned by the LLC. The Wife shall quitclaim, waive, relinquish and transfer all her interest in and to the said LLC to the Husband, including furniture, fixtures, leasehold interests, cash, any and all commissions due the LLC and commission receivable to LLC or to be earned to the LLC, as well as the Century-21 franchises for the Colonnade and Trussville offices and any future franchises of the LLC. In consideration thereof, the Wife shall receive and have sole ownership of the \$22,500.00 held in the trust account of A. W. Bolt, and Husband shall receive and have sole ownership of the \$22,500.00 currently held in the trust account of Gorham & Waldrep, P.C. The parties agree that the funds contained in the trust accounts of the respective attorneys shall be paid as agreed herein within fourteen days from the date of the execution of this agreement.

**AGENCY AGREEMENT:**



26. For as long as wife chooses to maintain her license with Century-21, The Wiley Reed Team, she shall receive commissions on her sales as follows:

- a.) Any listing or sale provided to Wife by Husband or Century-21; after royalties to Century-21 of six percent, Wife shall receive 70 percent of the commission and Husband 30 percent;
- b.) Any listing or sale based solely on Wife's efforts: after payment of six- percent royalties to Century-21, wife shall receive the entire remainder of the commission.

**BANKING ACCOUNTS, SAVINGS ACCOUNTS, IRA ACCOUNTS, ETC:**

27. The Wife is hereby awarded all right, title and exclusive ownership of the Morgan Keegan Account currently in joint names and the Husband hereby waives any claim to said account.

28. That the joint checking account with AmSouth Bank is hereby awarded to the Husband and the Wife hereby waives any claim to said account and shall execute any documents to effectuate the same.

29. That the Morgan-Keegan Account for the minor child is hereby awarded to the Husband, who is currently the custodian of said account and make each deposition into said account in the past and future, for the benefit of the minor child, and the Wife hereby waives any claim or interest to said account.

30. That the Wife shall take sole title to and possession of any bank accounts, IRAs, etc. in her name and the Husband is divested of any interest he may have therein.

31. That the Husband shall take sole title to and possession of any bank account in his name and the Wife is divested of any interest therein.

**DEBTS:**

32. The Husband shall pay in full, discharge and hold the Wife harmless from any and all indebtedness owed to The Bank (for the residence and/or the LLC); Century-21 Corporation, American Express and the credit cards currently in Husband's name, as well as every debt of any kind of character now owed or which may in the future be owed for or by the LLC, as well as those of the parties incurred prior to the date of their separation. All joint accounts shall immediately be closed or



transferred, and the Wife shall NOT encumber any debt on the credit cards held jointly with the Husband. These obligations of Husband shall include litigation [whether pending or initiated in the future] leases, contracts and taxes whether from ownership in operation of the LLC or the parties personally.

**ALIMONY:**

33. The Husband shall pay to the Wife the sum of Five Thousand and No/100 Dollars (\$5,000.00) per month as periodic alimony first payment to be due and payable on February 1, 2003, and shall continue each month thereafter until the first to occur of the following events: the Husband's death, the Wife's death, The Wife's remarriage, the Wife's commission of those acts contemplated in §30-2-55, Code of Alabama (1975), or as otherwise provided by law.

**ALIMONY IN GROSS:**

34. That the Husband shall pay to the Wife the sum of Twenty Thousand & No/100 Dollars (\$20,000.00) as alimony in gross. Said sum shall be payable in the amount of \$5,000.00 each month on the first day of the months of June, July, August and September of 2003.

**TAX RETURNS:**

35. The parties shall file Joint State and Federal tax returns for the year 2002. Husband shall be responsible for payment of any taxes, penalties or interest. Husband and Wife shall cooperate fully with each other and the accountant in the execution of said refund checks or filing to effectuate the terms of this paragraph.

**TAX EXEMPTIONS:**

36. That the Wife shall claim the minor child as a dependent for state and federal income tax purposes beginning 2003. The Husband shall cooperate fully with the Wife in the execution of all forms and documents necessary to effectuate the terms of this paragraph and to comply with the Internal Revenue Services rules and regulations.

**ABSENCES OF DURESS:**

37. Each party states that he or she has freely entered into this Agreement. This Agreement was executed free of any duress, coercion, or undue influence. In some instances, it represents a