

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

CLINTON J. GRUBBS,

PLAINTIFF,

VS.

MARIE GRUBBS,

DEFENDANT.

**FILED IN OFFICE**

**OCT 24 2002**

**Jefferson County  
Circuit Court**

**Domestic Relations Division  
Anne-Marie Adams, Clerk**

CIVIL ACTION NO.

DR 02 - 70 RAF

**FINAL JUDGMENT OF DIVORCE**

THIS CAUSE came on before the Court upon the Memorandum Agreement executed by the parties and their respective attorneys, Honorable David D. Winger for Plaintiff and Honorable Judith S. Crittenden, for Defendant, and based upon the pleadings, Plaintiff's Testimony, Defendant's Waiver filed herein the Court is of the opinion that the following order is due to be entered. Accordingly, it is,

**ORDERED, ADJUDGED and DECREED** as follows:

1. That the bonds of matrimony heretofore existing between Clinton J. Grubbs, hereinafter referred to as "Husband" and Marie Grubbs, hereinafter referred to as "Wife" are dissolved and the said Clinton J. Grubbs and Marie Grubbs are divorced each from the other.
2. 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.

3. **PROPERTY DIVISION**

*Real Estate*

***Real Estate to Wife***

A. Wife shall have all right, title and interest in and to the marital residence located at 2705 Mountain Woods Drive, Birmingham, Alabama 35216 and Husband is hereby divested of any interest he may have therein. Husband shall transfer to Wife any and all interest he may have therein by statutory warranty deed within thirty days of the date of entry of this Order. Additionally, Husband shall pay the first mortgage and equity line of credit owed on said residence and shall indemnify and hold Wife harmless therefor. Husband shall pay the equity line of credit off immediately or transfer it to other property awarded to him herein and said equity line of credit on the marital home shall be closed immediately. Husband shall pay the first mortgage owed on said residence on a monthly basis as it becomes due and payable. However, in the event Wife sells said home, Husband shall pay said first mortgage indebtedness off in full.

B. Wife shall have any and all right, title and interest in and to the real estate in the State of Arizona, presently in her parents' names and Husband is hereby divested of any interest he may have therein.

***Real Estate to Husband***

A. Husband shall have all right, title and interest in and to the approximate 27.45 acre farm in Columbiana, Shelby County, Alabama and Wife is hereby divested of any interest she may have therein. Wife shall transfer to Husband any and all interest she may have therein by statutory warranty deed within thirty days of the date of entry of this Order.

B. Husband shall have any and all right, title and interest in and to the real estate in the State of Mississippi, and Wife is hereby divested of any interest she may have therein.

**PERSONAL PROPERTY**

**Household Contents**

A. Wife shall have all right, title and interest in and to all household contents located at 2705 Mountain Woods Drive, Birmingham, AL 35216 and Husband is hereby divested of any interest he may have therein.

B. Husband shall have all right, title and interest in and to all personal property (except as otherwise provided for in this Agreement of the Parties) located at the farm in



Columbiana, Shelby County, Alabama and Wife is hereby divested of any interest she may have therein.

**Automobiles and Trailer**

B. Wife is hereby awarded all right, title and interest in and to the GMC Jimmy and Husband is hereby divested of any interest he may have therein. Husband shall execute any document which may be necessary and appropriate in order to transfer his interest in said vehicle to Wife.

C. Husband is hereby awarded all right, title and interest in and to the 2002 Truck and the Buick, and Wife is hereby divested of any interest she may have therein.

D. Husband is hereby awarded all right, title and interest in and to the Jeep for the use and benefit of the parties' daughter, Stacey, and shall continue to provide insurance, maintenance, repairs and tag for so long as Stacey has the use and possession of said vehicle and for so long as he is responsible for the payment of college education expenses as provided herein. Wife is hereby divested of any interest she may have in said vehicle.

E. Husband is hereby awarded all right, title and interest in and to the trailer located on the Shelby County, Alabama property and Wife is hereby divested of any interest she may have therein. Husband shall pay any and all indebtedness owed thereon, including but not limited to the equity line of credit previously set forth above, and shall indemnify and hold Wife harmless therefor.

**Five Horses in Shelby County**

Husband shall transfer title to the five horses located on the Shelby County farm to the parties' daughter, Stacey Grubbs. Additionally, Husband shall continue to board and maintain said horses for so long as he has title to the farm in Shelby County, Alabama.

**Bank and Investment Accounts**

A. Wife is hereby awarded all right, title and interest in and to the following banking and investment accounts and Husband is hereby divested of any interest he may have therein:

Certificates of Deposit including: AmSouth Bank CD - # 0030404290; Compass Bank CD - # 1001705241; Compass Bank CD - # 1002996908; and Colonial Bank CD - # 8029855585;

The joint checking account located at AmSouth (Husband shall cooperate in removing his name therefrom);

Her separate Individual Retirement Account (IRA) located at Regions Bank; and

B. Husband is hereby awarded all right, title and interest in and to the following banking and investment accounts and Wife is hereby divested of any interest she may have therein:

All Certificates of Deposit including: NBC CD - # 4645628; Citizens Bank CD - # 51638; Trustmark CD - # 9467102411; and AmSouth Bank CD - # 29023432;  
His separate Colonial Bank checking account;  
His separate Individual Retirement Account (IRA) located at Regions Bank; and  
The Waterhouse Account.

**Husband's TIAA - CREF and Alabama State Teacher's Retirement**

C. **TIAA-CREF**

Reference is hereby made to a separate Order entitled Qualified Domestic Relations Order, to be submitted to the Court upon approval by the Plan Administrator, wherein Wife shall receive fifty (50%) percent of the said TIAA-CREF accounts as of the date of entry of a Final Judgment of Divorce, or the nearest valuation date thereto, together with any interest or other enhancement or growth of the said sum accruing thereon from the date of entry of this Order to the date of effectuation of said Qualified Domestic Relations Order. Wife shall receive her fifty (50%) portion by nontaxable rollover into an IRA account designated by Wife. The Court hereby retains jurisdiction of this matter in order to effectuate the division of said retirement accounts, including an Order to enter any further Orders or amendments necessary to effectuate this provision.

D. **Alabama State Teacher's Retirement Plan**

Additionally, Wife shall receive one-half of Husband's Alabama State Teacher's Retirement Plan valued as of the date of his retirement. If, at the time of distribution, the Plan recognizes Qualified Domestic Relations Orders then Wife shall receive her one-half share by such appropriate order or orders as may be required. However, if not, Husband shall pay to Wife directly an amount equivalent to one-half of his monthly payment. The Court hereby retains jurisdiction of this matter in order to effectuate the division of said retirement accounts, including an Order to enter any further Orders or amendments necessary to effectuate this provision.

**Accounts for Stacey Grubbs Benefit to be Placed in Trust**

The Certificates of Deposit and Bonds held for Stacey's benefit (copies attached) shall be placed in trust to be distributed to Stacey as follows: one-half when she reaches the age of twenty-five and the remaining one-half when she reaches the age of thirty.



**Miscellaneous Personal Property**

E. Wife shall take sole title to and possession of all items of personal and real property currently in her name or belonging solely to her (and not otherwise specifically referred to in this Order), including without limitation business interests, partnerships, boats, automobiles, cash, checking and savings accounts, IRA's, retirement accounts, pensions, securities, insurance policies, and the like, and Husband hereby renounces any interest he may have therein.

F. Husband shall take sole title to and possession of all items of personal and real property currently in his name or belonging solely to him (and not otherwise specifically referred to in this Order), including without limitation business interests, partnerships, boats, automobiles, cash, checking and savings accounts, IRA's, retirement accounts, pensions, securities, insurance policies, and the like, and Wife hereby renounces any interest she may have therein.

4. **COLLEGE EDUCATION FOR STACEY GRUBBS**

A. Husband shall pay all the expenses for the parties' child, Stacey Grubbs, to receive a college education, graduate and post graduate through completion of all degrees. His contribution shall include tuition, books, fees, living expenses, clothing, transportation, and shall be paid directly to Stacey.

B. **MEDICAL INSURANCE**

Husband shall continue to provide health insurance for Stacey's benefit for so long as he is responsible for the payment of college education expense as provided herein

C. **LIFE INSURANCE FOR STACEY'S BENEFIT**

Husband shall maintain life insurance presently in effect through his employment with UAB with Stacey Grubbs as the irrevocable beneficiaries of such insurance policy for so long as the he is responsible for payment of any expense for the said child and she is eligible for said coverage.

5. **PERIODIC ALIMONY FOR WIFE**

Beginning October 15, 2002 and on the first day of each month thereafter, Husband shall pay to Wife the sum of Three Thousand Two Hundred Fifty (\$3,250.00) Dollars per month for her support and maintenance until the first to occur of the following events: Wife's death; Husband's death; Wife's remarriage; or Wife's commission of those acts contemplated in Ala. Code §30-2-55 (1975) or Husband's date of retirement.

6. **LIFE INSURANCE FOR WIFE'S BENEFIT**

Husband shall provide and maintain life insurance on his life with a death benefit of Two Hundred Fifty Thousand (\$250,000.00) Dollars with Wife as the beneficiary thereof for so long as he has an obligation to pay periodic alimony to Wife.

7. **DEBTS**

Husband shall pay all credit card debts incurred during the marriage through September 29, 2002 and shall indemnify and hold Wife harmless therefor.

8. **ATTORNEY'S FEES, EXPENSES AND COSTS**

Husband shall pay to Wife the sum of Seven Thousand (\$7,000.00) Dollars for her use in the payment of attorney's fees incurred in this action. Husband shall discharge this obligation by paying said sum directly to Honorable Judith S. Crittenden, P.O. Box 531207, Birmingham, Alabama 35253 with one-third due and payable within thirty days; another one-third within sixty days and the remaining one-third within ninety days of the date of entry of this Order.

9. **COSTS OF COURT**

The Court costs accrued herein are hereby taxed against Husband as previously paid.

\*\*\* LAST ITEM \*\*\*

DONE and ORDERED this the 24 day of October, 2002.

ORIGINAL SIGNED BY  
R. A. Ferguson, Jr.

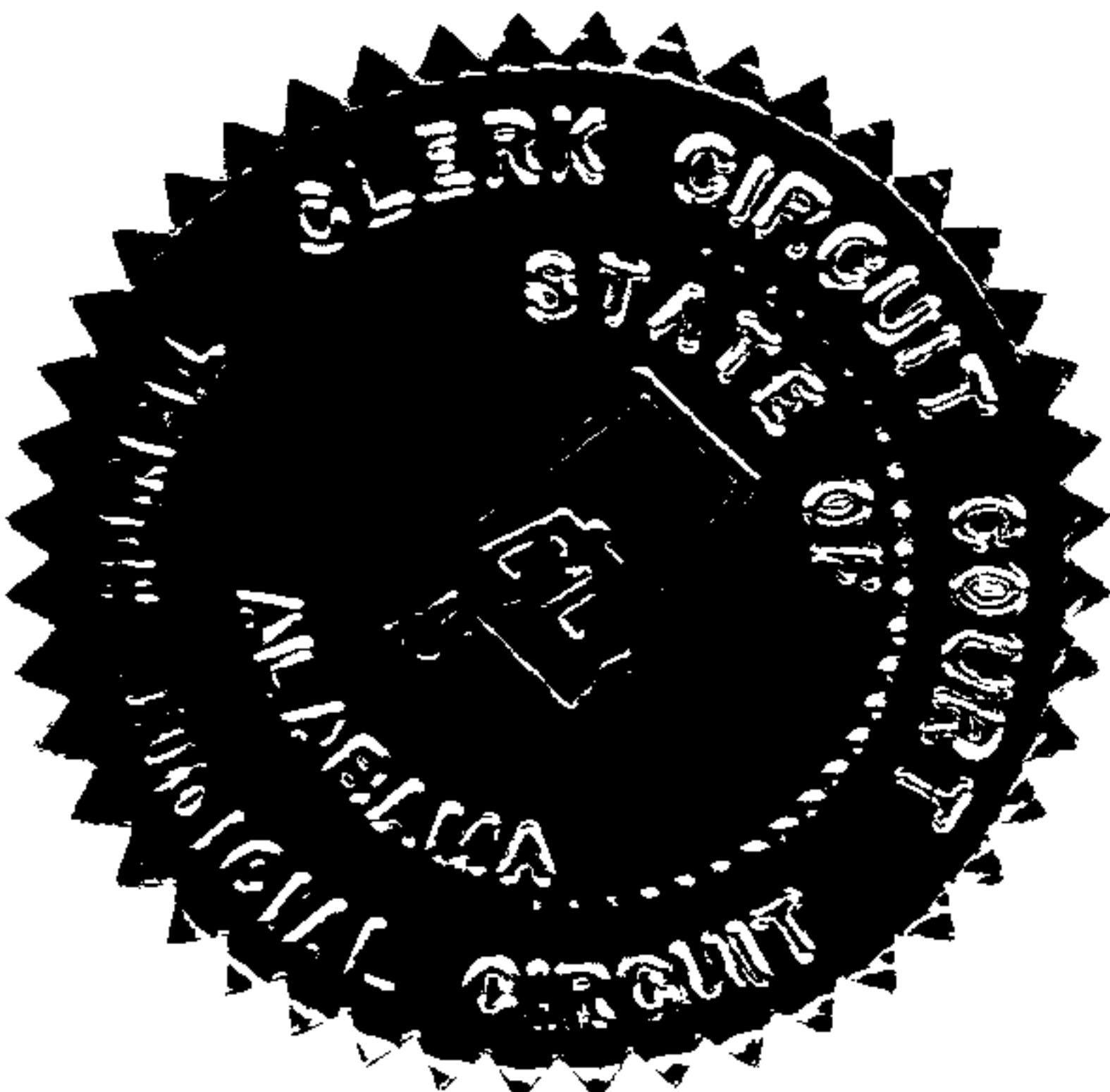
CIRCUIT JUDGE

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

OCT 28 2002

Anne-Marie Adams

8,2002 10  
at 10:00 AM



I, Anne-Marie Adams, Clerk of the Circuit Court, of Jefferson County, do hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in said Court.

WITNESS my hand and the seal of said Court, this

OCT 28 2002

the \_\_\_\_\_ day of \_\_\_\_\_, 20

*Anne-Marie Adams*  
CLERK