

IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA

SHARON JOHNSON

PLAINTIFF

v.

STEVEN M. JOHNSON

DEFENDANT.

**CIVIL ACTION NO.:
DR-DR-05-932-JMJ**

FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for final judgment upon the pleadings and proof and Memorandum Agreement dated April 3, 2007. Upon consideration thereof, it is ordered and adjudged by the Court as follows:

1. That the bonds of matrimony heretofore existing between the parties are dissolved, and the said SHARON JOHNSON and said STEVEN M. JOHNSON are divorced from each 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. If in connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, Husband shall be responsible for and timely pay same. Any resulting refund shall be equally divided.

4. Husband shall pay to Wife the sum of Sixteen Hundred Dollars (\$1,600) per month as alimony, payable on the 15th day of each month beginning on the 15th of April, 2007, and continuing on the 15th of each month thereafter, until such time as Wife cohabits, marries, commits those acts contemplated in Section 30-2-55 of the Code of Alabama, or dies, whichever first occurs.

5. For so long as Husband has the alimony obligation to Wife as set out herein, he shall provide and maintain not less than One Hundred Fifty Thousand Dollars (\$150,000) insurance on his life, naming Wife as beneficiary thereof. Husband shall take no action to diminish or encumber

the death benefits payable to Wife as provided for herein, and shall provide to Wife at reasonable intervals proof of continuing coverage. Wife shall have the right to obtain such proof directly from the insurance company.

Husband shall provide to Wife within thirty (30) days after execution of this Agreement the name and address of the insurer(s) and policy number(s) thereof.

6. Husband shall pay for Wife's basic cell phone monthly bill for one (1) year from entry of the Final Judgment of Divorce herein.

7. Wife is presently covered under Husband's health insurance policy. Husband shall be responsible for and provide health, hospitalization, major medical, and dental insurance coverage for Wife for a period of one (1) year after entry of the Final Judgment of Divorce herein, whether through COBRA, or under a policy comparable thereto. Husband shall cooperate with and assist the Wife 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 Wife will have continuous hospital, medical, dental and major medical insurance as provided by the terms and conditions of COBRA. The Husband shall be solely responsible for paying any and all premiums due for her coverage, whether through COBRA or, at the end of her eligibility, for comparable coverage, for a total not to exceed one (1) year from entry of the Final Judgment of Divorce.

8. 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 shall be equally divided between the parties, and the accounts closed.

9. The parties own jointly with rights of survivorship a house located at 317 Oakmont Terrace, Birmingham, AL 35244. The realty is currently listed with a realtor for sale. Upon close of sale of the realty, the proceeds, after satisfaction of the existing mortgage, payment of closing costs, and real estate commission, will be divided equally between the parties.

Husband and Wife shall execute whatever documents are necessary to warrant and transfer said property free and clear of all liens and encumbrances, and when said home is sold shall

divest themselves 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 the purchaser of the home.

Husband shall continue to have exclusive use and to reside within the marital residence pending the sale thereof, and shall timely pay the cost of the mortgage, taxes, insurance, utilities, maintenance and upkeep. Husband shall maintain the house in "show" condition to best effectuate the sale thereof. Should the house remain unsold after 120 days from execution of the parties' Memorandum Agreement, then either party may petition the Court for a judicial sale thereof.

The parties shall accept any offer with a sales price of \$285,000 or greater.

10. All items of personal or real property currently in the Wife's name or belonging solely to her, (except as specifically referred to in the parties' Memorandum Agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, pension plans, retirement plans, IRA, business interests, partnerships, insurance policies, books, and the like, shall be her sole property, and the Husband is divested of any interest therein.

11. All items of personal or real property currently in the Husband's name or belonging solely to him, (except as specifically referred to in the parties' Memorandum Agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, pension plans, retirement plans, IRA, business interests, partnerships, insurance policies, books, and the like, shall be his sole property, and the Wife is divested of any interest therein.

12. The Husband is vested in full possession, right, title and interest in all household furniture, furnishings, fixtures, goods, wares, and appliances as listed on Exhibit A and attached hereto.

13. The Wife is vested in full possession, right, title and interest in all furniture and furnishings from her family, as well as all other household furniture, furnishings, fixtures, etc., not listed on Exhibit A attached hereto.

14. Husband shall retain ownership of the Heatherwood Country Club membership.

15. Wife shall have full right, title and interest in and to the parties' 1998 Camry. Husband shall execute whatever documentation as may be required to effectuate transfer of said title to Wife.

16. Husband shall, upon execution of the final Judgment of Divorce, via a Qualified Domestic Relations Order if required, transfer to Wife one-half (1/2) of his current retirement funds. Husband shall execute whatever documents as may be necessary to effectuate said transfer. This transfer is pursuant to a property settlement and not taxed at the time of transfer to either party. Should it be later determined that Husband has withdrawn, diminished, or depleted any retirement account funds since the filing of Wife's divorce complaint, this Court reserves the right to award Wife's share of Husband's retirement from Husband's proceeds from sale of the marital residence.

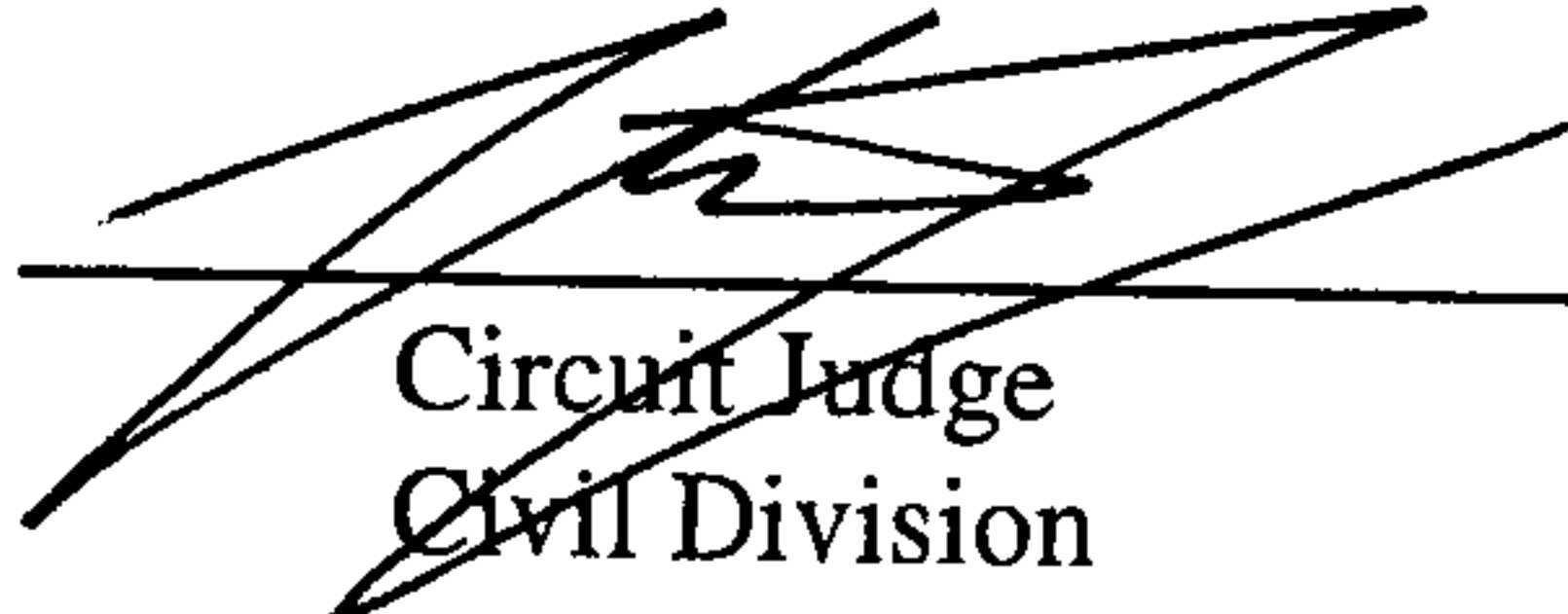
17. Each party shall be responsible for and pay their own debt. If any joint marital debts exist, Husband shall be responsible for and pay these in a timely manner. All credit cards in the individual names of the parties will remain so titled and each will indemnify and hold the other harmless therefrom.

18. Husband shall pay directly to Shaw~Anderson, LLC within ninety (90) days of April 3, 2007, the sum of Four Thousand Dollars (\$4,000) toward Wife's attorney fees, which shall be a judgment and lien on the marital residence if not timely paid.

19. That the costs of Court accrued herein are hereby taxed Plaintiff.

*** LAST ITEM ***

DONE and ORDERED this the 15 day of MAY, 2007.

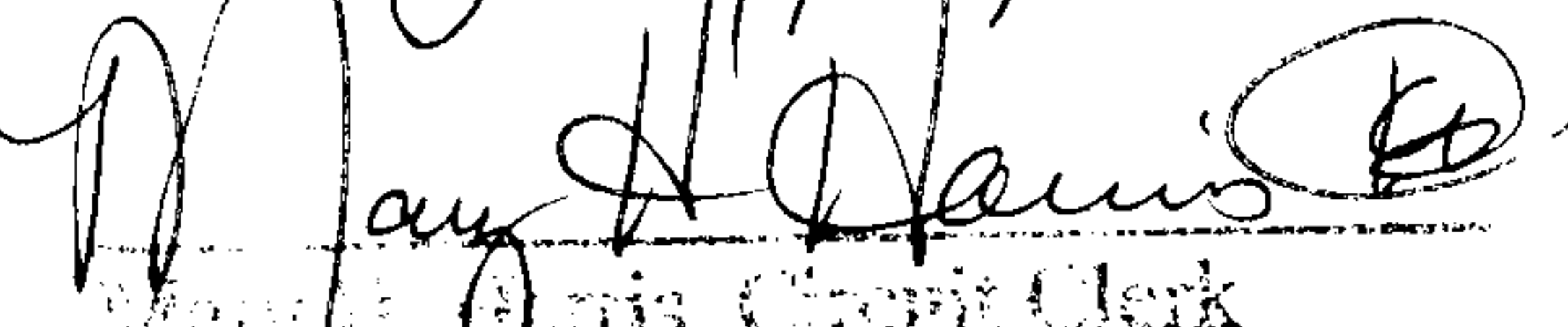

Circuit Judge
Civil Division

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

Dated: _____, 20____

Certified a true and correct copy

Date July 30, 2007


Mary H. Harris, Circuit Clerk
Shelby County, Alabama

RECEIVED AND FILED
MARY H. HARRIS
JUN 21 2007
CIRCUIT & DISTRICT
COURT CLERK
SHELBY CO.