

MICHAEL KYLE LANSFORD,
Plaintiff,

vs.

DIANE LINN LANSFORD,
Defendant.

IN THE CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA

CASE NO. DR-2004-946

FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for Final Judgment upon the Plaintiff's Complaint, Notice of Non-Representation, Answer and Waiver of the Defendant, and Testimony as noted by the Notary Public. 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 Plaintiff, Michael Kyle Lansford, and Defendant, Diane Linn Lansford, 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 the 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: That the Agreement of the parties filed herein, a copy of which is attached hereto, marked "Exhibit A", and made a part hereof as though set forth herein, should be and the same is hereby RATIFIED, APPROVED and CONFIRMED by the Court and same shall be fully binding on both Plaintiff and Defendant. That Plaintiff and Defendant are each hereby ORDERED and DIRECTED by the Court to faithfully perform their respective obligations as set forth therein.

FOURTH: That reference is hereby made in this final decree to a separate order entitled, Order of Continuing Income Withholding for Support, the entry of which is required of this Court by the provisions of Section 2 of Act No. 84-445 of the Alabama Legislature and which is specifically incorporated herein as a part of this Court's final decree in this cause. However, no income withholding order shall be served so long as the Defendant complies with the requirements of this decree.

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

DONE AND ORDERED this the 14th day of February, 2004⁶.

Certified a true and correct copy

Date: August 20, 2007

Mary H. Harris
Mary H. Harris, Court Clerk
Shelby County, Alabama

[Signature]
Circuit Judge

RECEIVED AND FILED
MARY H. HARRIS

FEB 16 2005

CIRCUIT & DISTRICT
COURT CLERK
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Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

MICHAEL KYLE LANSFORD,

Plaintiff,

VS.

DIANE LINN LANSFORD,

Defendant.

CASE NO. DR 04-946



AGREEMENT

THIS AGREEMENT made this day by and between Michael Kyle Lansford (hereinafter referred to as the "Husband") and Diane Linn Lansford (hereinafter referred to as the "Wife")

WITNESSETH:

WHEREAS, the Husband and Wife are married to each other but have ceased living together as man and wife because of marital differences; and,

WHEREAS, the "Wife" has filed a complaint for divorce in the Circuit Court of the Tenth Judicial Circuit of Alabama in the above style, and said case is now pending and undetermined; and,

WHEREAS, the parties consider it to their best interests to settle between them now and forever their respective rights as to child custody, child support, visitation, 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, in consideration of the mutual covenants and other good and

valuable consideration therein expressed, the parties agree as follows:

1. Custody: It is agreed by the parties that it is in the best interest of the child for the Husband to have full care, custody, and control of the minor child until such time as Defendant can provide a stable environment (ie. housing, employment, drug free environment). At that time, the Plaintiff and Defendant shall have joint custody of the minor child of the parties.
2. Visitation: The Wife will be restricted at this time to supervised visitation as arranged with the Husband. Upon the Wife's personal problems being resolved, the Wife shall have standard visitation plus visitation at anytime agreed upon by the parties as follows:
 - (A) The first and third week-ends of each month from 6:00 p.m. on Friday until 6:00 p.m. the following Sunday.
 - (B) Each Christmas Day from 3:00 p.m. until 3:00 p.m. on the following New Year's Day.
 - (C) One month during the summer at a time to be selected by the Wife, but upon written notice to the Husband at least thirty (30) days in advance of such visitation.
 - (D) Every other Thanksgiving Day from 10:00 a.m. until 6:00 p.m. on the same day beginning in the year 2000.
 - (E) Every other birthday of each child from 6:00 p.m. on said date until 8:00 a.m. the following day beginning with the next birthday.
3. Support for the Minor Child. The Husband and Wife agree that the Wife shall pay no child support because of her lack of employment and present circumstances. Child support shall be reserved for a future date.
4. Medical Insurance for the Benefit of the Minor Child.
 - (a) The Husband shall provide medical and hospitalization insurance for the use and benefit of the minor child.
5. Personal Property: The parties agree to the following division of personal property:

a. The Wife shall receive the 1992 Maxima and the Husband agrees to sign the necessary documents to transfer title.

b. The Husband shall receive the 1993 Chevy 3500 Pickup and the 1997 Featherlight Horse Trailer and assume the debt thereon.

c. The Husband shall receive all farm and barn related items (ie. horses, tack, tractor, trailer, tools, etc.).

The parties agree that the remaining personal property of the marriage shall be divided equally between Plaintiff and Defendant.

5. Real Estate. The parties are the joint owners with right of survivorship of their marital residence, located in Wilsonville, County of Shelby, State of Alabama, at 1686 Highway 61. The parties agree that the Husband shall pay to the Wife equity in the marital residence in the amount of \$7,500 and the Wife agrees to execute the necessary documents to transfer sole ownership to the Husband.

6. Marital Debts. The Husband and Wife agree that each will be responsible for the debt in his or her name and will hold the other harmless of such debt.

7. Each party shall execute any and all documents necessary to effectuate the terms of this agreement.

WITNESS MY HAND AND SEAL this the 9th day of Dec, 2004.

[Signature]
Witness

[Signature]
Michael Kyle Lansford

WITNESS MY HAND AND SEAL this the 9th day of Dec, 2004.

[Signature]
Witness

[Signature]
Diane Linn Lansford

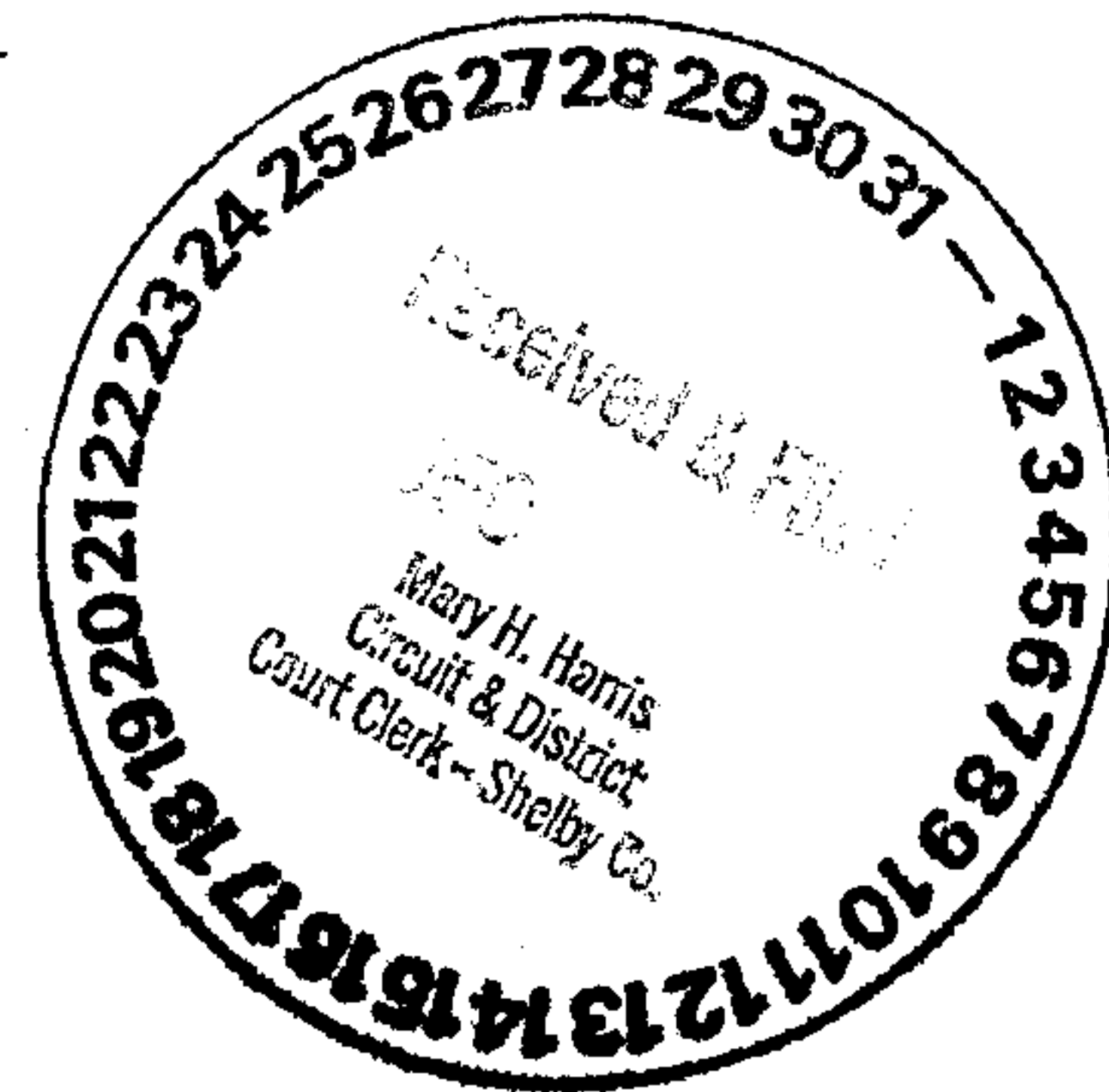
IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
DOMESTIC RELATIONS DIVISION

MICHAEL KYLE LANSFORD,
Plaintiff,

vs.

Case No. DR-2004- 946

DIANE LINN LANSFORD,
Defendant.



RELOCATION OF CHILD

Alabama law requires each party in the action who has either custody of or the right of visitation with a child to notify other parties who have custody of or visitation rights with the child of any change in his or her address or telephone number, or both, and of any change or proposed change of principal residence and telephone number or numbers of a child. This is a continuing duty and remains in effect as to each child subject to the custody or visitation provisions of this decree until such child reaches the age of majority or becomes emancipated and for so long as you are entitled to custody of or visitation with a child covered by this order. If there is to be a change of principal residence by you or by a child subject to the custody or visitation provisions of this order, you must provide the following information to each other person who has custody or visitation rights under this decree as follows:

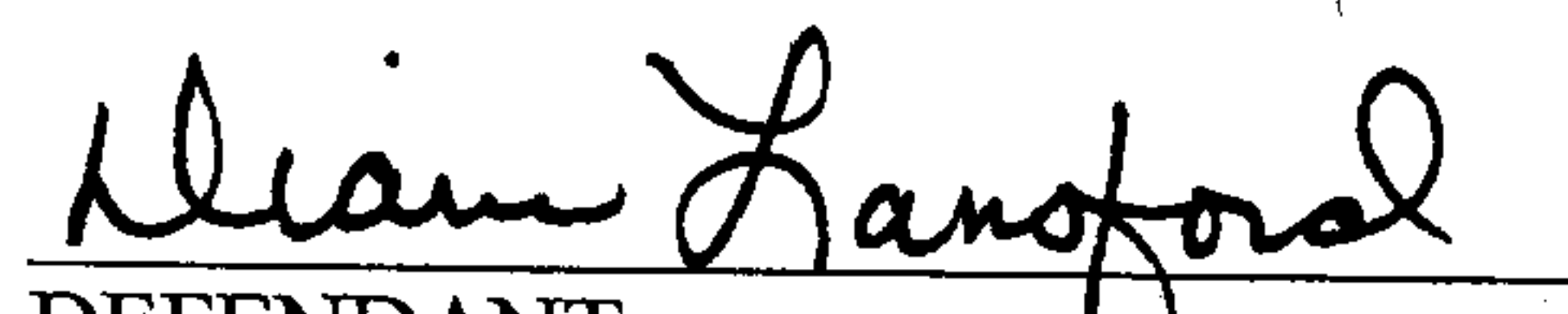
1. The intended new residence, including the specific street address, if known.
2. The new mailing address, if not the same as the street address.
3. The telephone number or numbers at such residence, if known.
4. If applicable, the name, address, and telephone number of the school to be attended by the child, if known.
5. The date of the intended change of principal residence of a child.
6. A statement of the specific reasons for the proposed change of principal residence of a child, if applicable.
7. A proposal for a revised schedule of custody of or visitation with a child, if any.
8. Unless you are a member of the Armed Forces of the United States of America and are being transferred or relocated pursuant to a non-voluntary order of the government, a warning to the non-relocating person that an objection to the relocation must be made within 30 days of receipt of the notice or the relocation will be permitted.

You must give notice by certified mail of the proposed change of principal address on or before the 45th day before a proposed change of principal resident. If you do not know and cannot reasonably become aware of such information in sufficient time to provide a 45 day notice, you must give such notice by certified mail not later than the 10th day after the date that you obtain such information.

Your failure to notify other parties entitled to notice of your intent to change the principal residence of a child may be taken in account in a modification of the custody of or visitation with the child.

If you, as a non-relocating party, do not commence an action seeking a temporary or permanent order to prevent the change of principal residence of a child within 30 days after receipt of notice of the intent to change the principal residence of the child, the change of principal residence is authorized.


PLAINTIFF


DEFENDANT

WITHHOLDING ORDER PAYMENT OF CHILD SUPPORT

Case Number

DR 04- 946

IN THE _____ CIRCUIT _____ COURT OF _____ SHELBY COUNTY _____, ALABAMA
(Circuit or District) (Name of County)

Michael Kyle Lansford v. Diane Linn Lansford
Plaintiff Defendant

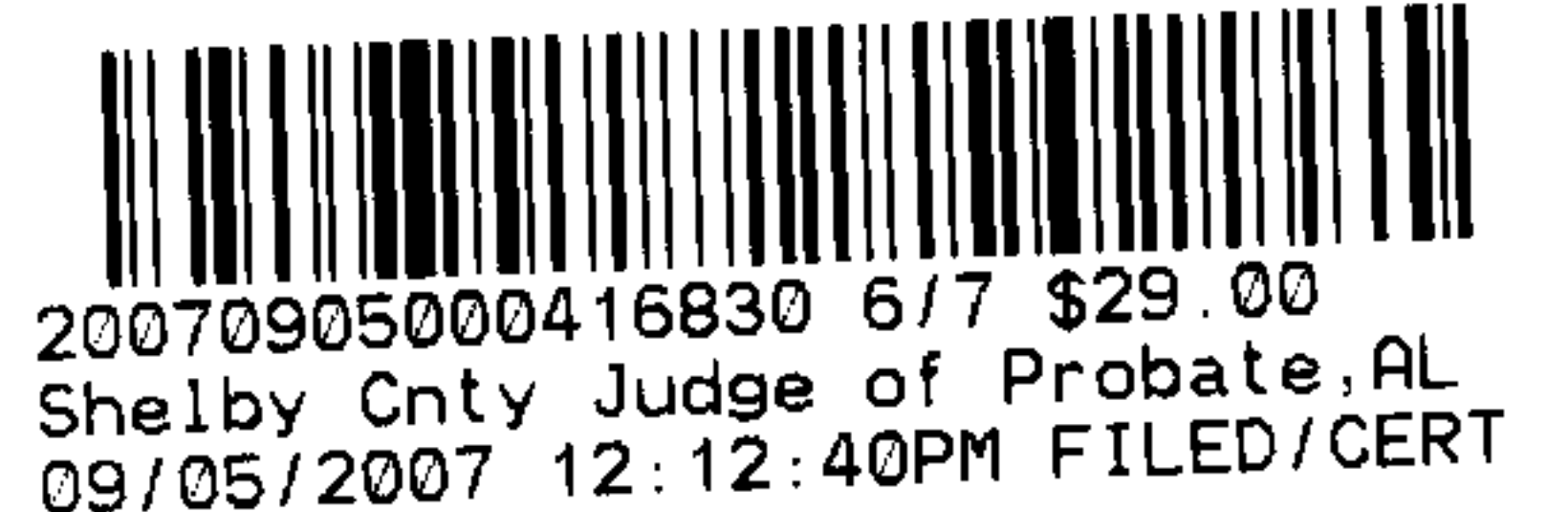
Diane Linn Lansford
Obligor (Employee)

N/A
Obligor's Employer

Obligor's Social Security Number *

Employer's Address

City State Zip Code



This Withholding Order for payment of child support is entered pursuant to the provisions of §30-3-61 or §30-3-62 or §25-4-152, Ala. Code 1975.

It is therefore ORDERED by this Court as follows:

1. Diane Linn Lansford is ordered to pay the sum of:
(Name of Obligor)
\$ Ø per _____ as current continuing child support; and
\$ _____ per _____ toward the total arrearage of \$ _____.
Arrears 12 weeks or greater? ☐ yes ☐ no
2. The obligor's present employer or any future employer or the Department of Industrial Relations is hereby ordered to withhold from income/benefits due or to become due the obligor:
\$ _____ per _____ for current continuing child support;
\$ _____ per _____ for arrearages
\$ _____ per _____ TOTAL.
THE TOTAL AMOUNT TO BE WITHHELD SHALL NOT EXCEED _____ % OF OBLIGOR'S DISPOSABLE EARNINGS/BENEFITS. Should the total amount ordered withheld exceed the percentage of the defendant's disposable earnings/benefits, the priority of withholdings is as follows: Any federal tax lien, any child support income withholding order by earliest date of service; and any garnishment by earliest date of service.
3. The employer/Department of Industrial Relations shall pay the total amount deducted to the **Alabama Child Support Payment Center, P. O. Box 244015, Montgomery, Alabama 36124-4015**, within seven (7) days of the date the obligor is paid the paycheck from which the support is withheld. If the obligor/employee's pay periods are at intervals which are more frequent than once each month, the employer may withhold at each pay period an amount cumulatively sufficient to equal the total monthly support obligation.
4. When the total arrearage(s) have been withheld and remitted to the Alabama Child Support Payment Center, DEDUCT ONLY CURRENT, CONTINUING SUPPORT until further instructed by this Court.
5. This Order shall be binding upon the obligor's employer/any successor employers/Department of Industrial Relations fourteen (14) days after service pursuant to the Alabama Rules of Civil Procedure and shall remain effective until further order of the Court.
6. A copy of this Order shall:
☐ Be served immediately upon the obligor's employer/Department of Industrial Relations by ☐ personal service or by ☐ certified mail.
☒ Remain in the Court's file until such time as an affidavit may be made by the obligee or obligor for service of such order.

WITHHOLDING ORDER PAYMENT OF CHILD SUPPORT (Continued)

7. Costs of entering this order for income withholding are: ☒ taxed against plaintiff ☐ taxed against defendant ☐ waived ☐ not applicable.

Additional costs may be incurred and the Clerk is authorized to tax same if this order is served at a later date.

8. The obligor, the obligor's employer/any future employer/or the Department of Industrial Relations as required by law, must notify the clerk of the court of any changes in employment or termination of income/benefits.
9. The employer shall not use this order as a basis for the discharge of the obligor/employee.
10. This order shall not under any circumstances be waived by mutual agreement of the parties to the case.
11. An employer/successor employer/Department of Industrial Relations who willfully fails or refuses to withhold or pay the amounts as ordered may be found to be personally liable to the obligee for failure to answer or withhold and in such cases conditional and final judgment for the amounts ordered to be withheld may be entered by the Court against the employer.
12. Other: _____



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Shelby Cnty Judge of Probate, AL
09/05/2007 12:12:40PM FILED/CERT

☐ The Clerk is hereby directed to mail a copy of this order to the clerk of the court which entered the original order of support, and to further notify the clerk when this Withholding Order is served upon an employer/Department of Industrial Relations and withholdings are to commence in accordance with §30-3-62(g) or §25-4-152, Ala. Code 1975.

☐ If checked, the employer is required to enroll the child(ren) identified above in any health insurance coverage available through the employee's/obligor's employment.

DONE this the 14th day of February, 2005.


Judge

RECEIVED AND FILED
MARY H. HARRIS

FEB 16 2005

CIRCUIT & DISTRICT
COURT CLERK
SHELBY CO.