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Shelby Cnty Judge of Probate, AL
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IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

SHERRY ANN VINES,

Plaintiff,

V.

JAMES DARRELL VINES,

Defendant.

CASE NO. DR-05-143

FINAL JUDGMENT OF DIVORCE

THIS CAUSE, coming to be heard on September 8, 2006, on Plaintiff's Complaint for Divorce, Defendant's Answer thereto and other pleadings filed by the parties, and both parties being represented and appearing in open court with their attorneys, and both parties giving testimony, it is therefore,

ORDERED and ADJUDGED by the Court as follows:

1. That the bonds of matrimony heretofore existing between **SHERRY ANN VINES** and **JAMES DARRELL VINES**, the parties to this cause, be and the same are hereby dissolved, and they are forever divorced from each other.

2. That neither of the parties of this cause shall again marry, 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. Thereafter, each party may, and they are hereby, permitted to again contract marriage upon the payment of cost of this suit.

3. The Court finds that the dissolution of the marriage is primarily the fault of the Defendant.

The Court has attempted to divide the marital assets in an equitable manner based on that finding

of fault.

CHILDREN

4. The permanent care, custody, and control of the parties' minor children, **James Cory Vines**, date of birth **September 9, 1989** and **Shelby Laura Vines**, date of birth **November 12, 1992**, is awarded to Plaintiff.

The parties are encouraged to allow the minor children to have free and open access to both parents; they shall foster that access by permitting and encouraging open communication and encouraging the minor children to spend time with both parents in accordance with the wishes of the minor children.

VISITATION

5. Defendant shall have visitation with said children at such times as may be agreed to by the parties.

RIGHTS OF PARENTS

6. Plaintiff and Defendant shall consult with each other before initiating any significant new activity with the minor children. They shall cooperate with one another in adjusting their schedules to assure that the children are delivered to and from their activities and that they will consult with each other regarding their activities. They shall notify each other as to any conferences, programs or events relating to the children's activities so that both parties shall have an opportunity to participate in them.

Notwithstanding the above, the parent in whose actual physical custody the said children are at any particular time shall have sole responsibility for meeting any medical or dental emergency that may arise, and in such emergencies, the permission of both parents is not and shall not be necessary.

Both parties shall keep the other informed on a current basis as to the primary residence address and telephone number where the minor children shall be housed. The parties shall have reasonable telephone calls to and from the children during the week and on weekends.

PROPRIETY

7. Neither party shall cohabit with a member of the opposite sex with whom they are not married while either or both of the minor children are in their presence. Neither party shall use illegal drugs, consume or be under the influence of alcohol or drugs while in the presence of the minor children. The parties are also encouraged to promote a healthy environment for the minor children during their visitation periods. With both parties to keep in mind the best interests of the children.

CHILD SUPPORT and INCOME WITHHOLDING ORDER

8. The Court notes that the income of the parties is currently derived from a trucking enterprise which is a marital asset operated principally by the Defendant. It currently produces a monthly net income of approximately \$7,500.00.

Based on the testimony, exhibits and the award of assets by this Court, the Court attributes a gross monthly income to the Defendant of \$9,000.00 per month and the Plaintiff of \$1,000.00 per month for a total gross monthly income of \$10,000.00.

9. Plaintiff shall pay to Defendant child support in the amount of One Thousand Five Hundred Forty-two and no/100----Dollars (\$1,542.00) per month beginning November 1, 2006. This amount is in accordance with the guidelines of Rule 32 of the Child Support Guideline, as evidenced by the Notice of Compliance filed with the clerk, and shall be in effect thereafter until the children attain the age of majority, marry or otherwise become self-supporting.

10. An Order of Continuing Income Withholding for Support, pursuant to the Code of

Alabama, 1975, Title 30-3-60 et seq. is hereby made as a separate Order to be entered by the Court entitled Order of Continuing Income Withholding for Support, and this Order shall be entered by the Court and SHALL BE served upon the husband's employer at the time of the entry of the Final Judgment of Divorce.

COLLEGE EDUCATION

11. The Defendant shall hold in trust the "AXA Equitable Account" as shown by Defendant's Exhibit 65 which has been incorporated into this Order, to be used toward the college education of the minor children.

MEDICAL INSURANCE

12. Defendant shall provide major medical and hospitalization insurance for the benefit of the minor children of the parties until said children attain the age of majority, marry, or otherwise become self-supporting, whichever shall first occur. Each party shall pay one-half (1/2) of all non-covered medical, dental, orthodontic, optical, and prescription drug expenses which are reasonably and necessarily incurred on behalf of said minor children and are ordered to reimburse the other party their portion within thirty (30) days from receipt of evidence of payment of out of pocket expenses.

RELOCATION LANGUAGE

13. Alabama Law requires each party in this action who has either custody of or the right of visitation with a child to notify other parties who have custody of or the right of visitation 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 person who has custody or visitation rights under this decree as follows:

- (a) The intended new address, including the specific street address, if known.
- (b) The mailing address, if not the same as the street address
- (c) The telephone number or numbers at such residence of a child.
- (d) If applicable, the name, address, and telephone number of the school to be attended by the child, if known.
- (e) The date of the intended change of principal residence of a child.
- (f) A statement of the specific reasons for the proposed change of principal residence of a child, if applicable.
- (g) A proposal for a revised schedule of custody of or visitation with a child, if any.
- (h) 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 thirty (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 residence on or before the forty-fifth (45th) day before a proposed change of principal residence. 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 into 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 thirty (30) days after receipt of notice of the intent to change the principal residence of the child, the change of principal residence is authorized.

REAL PROPERTY

14. The marital residence of the parties located at 536 Matador Drive, Chelsea, Alabama 35043 shall be sold and Plaintiff shall receive seventy-five (75%) per cent of the net proceeds at closing and the Defendant shall receive twenty-five (25%) of the net proceeds.

Plaintiff and Defendant are **ORDERED** to cooperate with each other in getting the house listed and shown to prospective buyers. The Defendant shall pay the mortgage payments until sold.

ALIMONY

15. The issue of periodic alimony is **reserved**.

PERSONAL PROPERTY

16. The personal property of the parties is to be divided pursuant to the schedules as shown by Plaintiff's Exhibit 19, which has been incorporated into this Order.

DEBTS

17. Each party shall be responsible for all debts in his or her separate name and each shall indemnify and hold harmless the other from any claims or liability thereon, included, but not limited to, any deficiency that may exist as a result of repossession of a motor vehicle. Each party acknowledges that the assumption of the obligation to hold the other harmless from any liability

upon the debt or obligations contained herein is the assumption of a separate and distinct obligation in addition to the obligation to assume and pay the liabilities.

Each party warrants to the other that they have not incurred debts upon which the other party would be liable in any manner whatsoever which has not been disclosed.

Neither party shall hereafter directly nor indirectly incur further debts or credit obligations that would obligate the other party either individually or jointly.

Each party shall remove the name of the other party, or close the accounts, from any and all checking and savings accounts, credit cards, etc. within thirty (30) days from the entry of a final judgment herein.

BUSINESS INTERESTS

18. Plaintiff shall be the sole and absolute owner of twenty-five (25%) per cent of the stock of J. D. Enterprises, LLC and J. D. Trucking, LLC. She shall be entitled to a seat on the Board of Directors, and she may be maintained on the health insurance of the corporation by virtue of her services as an officer and director of the corporation. She shall be entitled to twenty-five (25%) per cent of the net income of the corporation to be paid out in monthly installments based on earnings.

The Plaintiff shall be entitled to inspect by herself or representation the books and papers of both businesses at reasonable times and places. The Sub-Chapter S designation may not be changed without her written consent.

RETIREMENT ACCOUNTS

19. Each party shall be entitled to all right, title, and interest in and to the account in their name as indicated by Defendant's Exhibit 67.

20. Defendant shall be entitled to all right, title, and interest in and to the Sterne Agee Account as shown by Defendant's Exhibit 68.

21. Defendant shall be entitled to all right, title, and interest in and to the Merrill Lynch Account as shown by Defendant's Exhibit 66.

ATTORNEY FEES

22. Plaintiff was caused to secure the services of Attorney Richard W. Bell to represent her in this cause. Defendant is **ORDERED** to pay to Plaintiff, as his portion of her attorney's fees, the sum of Fifteen Thousand and no/100 Dollars (\$15,000.00) with such payment to be made by Plaintiff directly to Attorney Richard W. Bell within thirty (30) days of the entry of this Order by the Clerk, or within forty-two (42) days of it otherwise becoming a final Order. Judgment is hereby entered in favor of Plaintiff and against Defendant in the amount of Fifteen Thousand and no/100 Dollars (\$15,000.00).

EXECUTION OF DOCUMENTS

23. Each party hereto shall execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Decree shall constitute an actual grant, assignment, and conveyance of property and rights in such a manner, and with such force and effect as shall be necessary to effectuate the terms of this Order.

24. Court costs are hereby taxed to the Defendant.

DONE and ORDERED, this 24th day of October, 2006.

I, Mary Harris, Clerk and Register of the Circuit Court for Shelby County, Alabama, do hereby certify that the foregoing is a correct copy of the original decree rendered by the Judge of the Circuit Court in the above stated cause, which said decree is on file and enrolled in my office.

Witness by hand and seal this the 12th

day of December, 2006

Mary H. Harris (SE)
Clerk & Register of Circuit Court

Dan Reeves
Dan Reeves,
Circuit Judge

RECEIVED AND FILED
MARY H. HARRIS
DEC 12 2006
CIRCUIT & DISTRICT
COUNTY CLERK
SHELBY CO.

