

FINAL JUDGEMENT OF DIVORCE



20091229000471920 1/12 \$44.00
Shelby Cnty Judge of Probate, AL
12/29/2009 09:53:34 AM FILED/CERT

Form 23

IN RE: THE MARRIAGE OF

JAMES ALLEN GASTON

PLAINTIFF.

and

SUZANNE M. GASTON

DEFENDANT

**CIRCUIT COURT
TENTH JUDICIAL CIRCUIT OF ALABAMA**

DR93 1415

CIVIL ACTION NO.

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
JAMES ALLEN GASTON

SUZANNE M. GASTON

and said

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 against the ~~Defendant~~ 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; however this Order ~~shall~~/shall **NOT** be served until further Order of the Court.

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 3 day of June, 19 93

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

JUN 21 1993

Dated: Shelby Connolly, 19 93

**ORIGINAL SIGNED BY
JOE G. BARNARD**

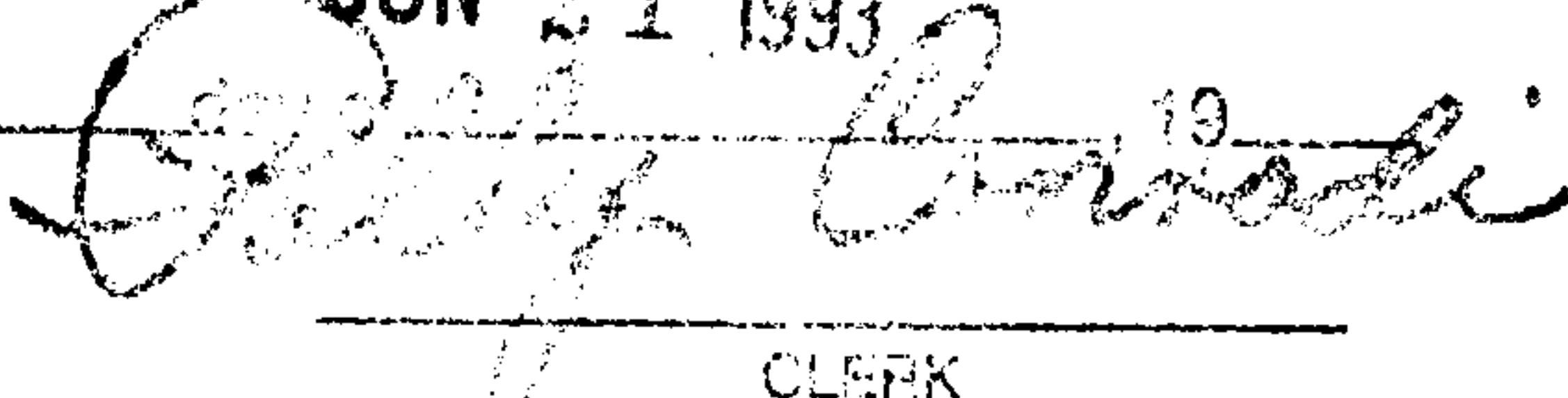
Circuit Judge,
Civil Division



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I, Polly Conradi, 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 this Court.

Witness my hand and the seal of said Court,
this

the 21 day of JUN, 1993

CLERK

IN THE CIRCUIT COURT FOR JEFFERSON COUNTY, ALABAMA
TENTH JUDICIAL CIRCUIT
(EQUITY DIVISION)

JAMES ALLEN GASTON,
PLAINTIFF,

VS

SUZANNE M. GASTON,
DEFENDANT.

*
*
*
* CASE NUMBER: DR 93 001415 JGB
*
*

AMENDED AGREEMENT

WHEREAS, the Parties to this cause have determined that they can no longer live together as husband and wife and have agreed to separate and are desirous to amicably settle their marital problems herein made, the Parties have agreed as follows:

WHEREAS, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

1. That the Agreement shall be presented to the Court in connection with any Complaint for Divorce filed by either party hereafter, and shall be incorporated into any Final Decree of Divorce entered by the Court.

2. SHARED CUSTODY:

It is hereby agreed by the parties hereto that it would be in the best interest of the minor child of the parties hereto, namely: Charles Tyler Gaston, age 7 years, for the care, custody and control of said minor child to be shared between the Plaintiff and Defendant. The Plaintiff and Defendant both understand that shared custody means that both parents shall retain full parental rights and responsibilities in respect to their minor child, regardless of which party has the physical custody at any particular time. The Plaintiff and Defendant both agree that shared custody means shared parental responsibility, and requires both parents to confer so that major decisions affecting the health and welfare of the minor child will be jointly determined.

A. SHARED CUSTODY SCHEDULE:

The Defendant, Mother, shall have primary physical custody of the minor child during the school year. The Plaintiff, Father, shall have primary physical custody of the minor child during the summer months of June, July, and August.

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The Plaintiff, Father, shall have the primary physical custody of the minor child of the parties hereto beginning June 1 of each calendar year, and continuing on through August 31 of the same year, with the Defendant, Mother, having primary physical custody of the minor child during all other times of each calendar year. The parties hereto hereby agree that during the time that the minor child is with each respective party, that the Plaintiff and Defendant shall have the following specific rights of visitation with the minor child.

PLAINTIFF'S VISITATION:

(1) That during the time that the Defendant has the primary physical custody of the minor child of the parties hereto, the Plaintiff shall have visitation rights with the minor child on the 1st and 3rd week end of each month beginning at 6 p.m. on Friday, and ending at 6 p.m. the following Sunday.

(2) Every other Labor Day from 8 a.m. to 8 p.m. the same day, beginning in the year 1994.

(3) Every other Thanksgiving day from 8 a.m. to 8 p.m. the same day, beginning in the year 1993.

(4) From 3 p.m. Christmas Day to 3 p.m. the following New Years Day.

(5) Every other Spring Break that the child has from school beginning at 6 p.m. on the Friday prior to the beginning of the Spring Break until 6 p.m. the Sunday following the Spring Break, beginning in the year 1994.

(6) Every Father's Day from 8 a.m. to 8 p.m. the same day provided said father's day falls on a weekend when the Defendant has visitation with the minor child, as enumerated below.

(7) Every other birthday of the minor child from 8 a.m. to 8 p.m. the same day.

(8) At all other reasonable times which can be agreed upon by both parties.

DEFENDANT'S VISITATION:

A. During the time that the primary care, custody and control of the minor child of the parties is with the Plaintiff, the Defendant shall have visitation rights with the minor child of the parties hereto on the 1st and 3rd week end of each month, with said visitation rights to commence at 6 p.m. Friday and ending at 6 p.m. the following Sunday.

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(1) Every other 4th of July from 8 a.m. to 8 p.m. the same day, beginning in the year 1993.

(2) Every Mother's Day from 8 a.m. on Mother's Day, or with said minor child to remain with the mother until the Plaintiff's following times of visitation.

(3) At all other times which can be agreed upon by the parties hereto.

3. ACTIVITIES:

A. Both the Plaintiff and Defendant desire to be involved in the various activities of their minor child. These activities include academic, religious, civic [such as cub scouts, boy scouts or civic related organizations], cultural [such as music, theatre, and the like], athletic, medical and dental activities of the minor child. The Plaintiff and Defendant agree that they will consult with each other prior to initiating such activity with the minor child. The Plaintiff and Defendant further agree to cooperate with one another in adjusting their schedules to assure that the minor child is delivered to and returned from any such activity. It is further agreed and understood that both parties will consult with one another regarding all such activities. The parties also agree that the Plaintiff and Defendant will notify one another as to any conferences, programs or events relating to such activities in such way that both parties will have an opportunity to participate in such activities of the minor child.

Should the Plaintiff and Defendant be unable to agree on any aspect of the academic, religious, civic, cultural, athletic or medical and/or dental activities of the minor child, the following parties shall be designated as having the primary authority and responsibility regarding the involvement of the minor child in said activity:

Academic	-	Defendant
Religious	-	Defendant
Civic	-	Plaintiff
Cultural	-	Plaintiff
Athletic	-	Plaintiff
Medical	-	Defendant
Dental	-	Defendant

The exercise of this primary authority is in no way intended to negate the responsibility of the parties to notify and communicate with each other, as set forth hereinabove.

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4. CHILD SUPPORT:

Pursuant to the Alabama Child Support Guidelines, Rule 32, Alabama Rules of Judicial Administration, it is hereby agreed that the Plaintiff shall provide support and maintenance for the minor child in the amount of \$319.68 per month. It is further agreed that the Defendant shall provide support and maintenance for the minor child of the parties hereto in the amount of \$272.32 per month. It is hereby further agreed by both parties hereto that neither party shall pay to the other party child support during the times that the minor child is residing with the other party. Both parties hereto hereby agree that each shall be responsible for, and shall support the minor child, during the times which the minor child is residing with each respective party. The Defendant shall keep and maintain a major medical insurance policy on, and for the benefit of the minor child of the parties hereto. Each respective party shall be responsible for and shall pay any and all deductibles on said policy, or any and all medical bills and/or expenses which are not covered by said insurance, when the minor child is in their primary care, custody and control.

That reference is hereby made to 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 case, however, this Order shall not be served by the Clerk of this Court on neither party, nor become effective until further order of the court.

5. TAX EXEMPTION:

It is hereby agreed by the parties hereto that the Plaintiff shall be allowed to claim the minor child as a dependant for income tax purposes, and that the Defendant shall be allowed to claim the minor child as tax exemption at the end of each taxable year. This agreement shall commence in the taxable year 1993, and shall continue each year thereafter, until the minor child reaches the age of majority, unless subsequently modified by the court.

6. LIFE INSURANCE:

At the time of the execution of this Agreement, the Plaintiff has a life insurance policy in full force and effect with his employer in the amount of \$60,000.00. It is hereby agreed by the Plaintiff that he shall keep and maintain said life insurance policy, and that he shall make the minor child of the parties hereto irrevocable beneficiary under said policy. The beneficiary shall remain irrevocable until the minor child

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reaches the age of majority, unless the minor child is enrolled full time in a college. Should the minor child be enrolled full time in a college, then the Plaintiff shall keep and maintain said life insurance policy, and shall keep the child as irrevocable beneficiary until said child completes his college education.

At the time of the execution of this Agreement, the Defendant does not have a life insurance policy in full force and effect on her life. It is hereby agreed by the Defendant that, within 30 days from the date hereto, the Defendant will obtain a life insurance policy in a minimum amount of \$50,000.00, and that she will name the minor child as irrevocable beneficiary under that policy. The Defendant shall keep and maintain said life insurance policy until the minor child reaches the age of majority. Should the minor child attend college full time after reaching the age of majority, the Defendant shall keep and maintain said life insurance policy in full force and effect, and shall keep and maintain the child as irrevocable beneficiary under said policy, until the child completes his college education.

7. REAL ESTATE:

A. At the time of the execution of this Agreement, the parties jointly own a home located at 3009 Oakview Circle, Trussville, Jefferson County, Alabama 35173. It is hereby agreed that said home shall be awarded to the Defendant and the Plaintiff shall be divested of any right, title and/or interest that he may have in and to said property, upon the meeting of the following conditions:

1. In consideration thereof, the Defendant hereby agrees to pay to the Plaintiff the sum of \$14,000.00 as his equity in and to said home.

2. It is further agreed by the Defendant that this money shall be paid to the Plaintiff within 30 days from the date of the signing of this Agreement.

3. Upon the paying of said equity, the Plaintiff shall be divested of any right, title and/or interest that he may have in and to said home.

4. In further consideration thereof, the Defendant hereby agrees to be responsible for, and to pay any and all indebtedness which is due on said property, and to hold the Plaintiff harmless thereon. Should the Defendant fail and/or refuse to pay the monthly installments due on said home, and should foreclosure proceedings be initiated against said

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property, the parties hereto hereby specifically agree that the Plaintiff shall not lose his right to redemption, but that he shall be legally entitled to exercise his right to redeem the real estate in his name, as is provided under Alabama Law.

B. At the time of the execution of this Agreement, the Plaintiff hereby agrees to execute a Quitclaim Deed, thereby conveying any and all of his right, title and/or interest in and to said property to the Defendant. It is agreed by the parties hereto that said Quitclaim shall be held, and not filed with the Office of the Judge of Probate of Jefferson County, Alabama until the Defendant has paid to the Plaintiff the sum of \$14,000.00 for his equity in and to the real estate, as provided above. Upon the payment of said equity to the Plaintiff, and upon notification from the Plaintiff that said equity has been paid, the attorney is hereby authorized to send said Quitclaim to the Defendant for the purposes of filing said Quitclaim in the Office of the Judge of Probate of Jefferson County, Alabama.

C. In addition to the property listed above, the parties also own property located in Selma, Alabama and Maplesville, Alabama. It is hereby agreed by the parties hereto that said properties shall be awarded to the Plaintiff, and the Defendant shall be divested of any right, title and/or interest that she may have in and to said properties.

1. In considerations thereof, the Plaintiff hereby agrees to pay any and all debts and/or liens which are against the properties, and to hold the Defendant harmless thereon. Should the Plaintiff fail and/or refuse to pay the liens and/or encumbrances against the properties, and should the properties be foreclosed upon, then the Defendant shall still maintain her right of redemption of said property, as is provide under Alabama Law.

2. At the time of the execution of this Agreement, the Defendant hereby agrees that she will execute Quitclaim Deeds, thereby conveying all of her right, title and/or interest in and to said properties to the Plaintiff. It is specifically agreed by the parties hereto that upon the execution of the Quitclaim Deeds and upon the granting of a Final Judgment of Divorce in this Case, that the Plaintiff shall be free to file said Quitclaim Deeds in the offices of the judge of probate in the counties where said properties are located.

D. That in addition to the real estate covered herein the parties also own real estate located on Lay Lake in Shelby County, Alabama. It is hereby agreed by the parties hereto that said Lay Lake Property shall be awarded to



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the Plaintiff, and the Defendant shall be divested of any right, title and/or interest that she has in and to said real estate. The Defendant further agrees that, at the time of the execution of this Agreement, that the Defendant will execute a Quitclaim Deed, thereby conveying all of her right, title and/or interest in and to said real estate to the Plaintiff.

8. PERSONAL PROPERTY:

Other than the personal property listed below, the parties hereto have additional items of personal property which have not been previously divided by the parties. It is hereby agreed by the parties hereto that any and all personal property now in the possession of the Plaintiff shall be awarded to the Plaintiff, and that the Defendant shall be divested of right, title and/or interest in and to said personal property. In addition thereto, the Plaintiff has additional personal property which is currently located at the residence of the parties, and it is hereby agreed that the personal property which is located at the residence of the parties is listed on Exhibit "A", attached hereto as to become a part hereof, and said personal property shall be awarded to the Plaintiff, and the Defendant is hereby divest of any right, title and/or interest in and to said personal property. It is further agreed by the Defendant that the Plaintiff shall have six months (6 mo's) from the date of the signing of the Final Judgment of Divorce to move the personal property listed on Exhibit "A" from the residence of the parties; said residence to be awarded to the Defendant herein. Any and all personal property which is not in the possession of Plaintiff, and which is not covered otherwise in this Agreement, and which is not listed on Exhibit "A", shall be awarded to the Defendant, and the Plaintiff is hereby divested of any right, title and/or interest that he may have in and to said personal property.

9. STOCKS AND BANK ACCOUNTS:

It is agreed by the parties hereto that the Plaintiff shall be awarded one-half of the Wal-Mart Stock, which shall be 50 Shares. The Defendant is to deliver to the Plaintiff said Stocks at the time of the signing of this Agreement. The Defendant hereby further agrees that she will execute any and all documentation that may be necessary to transfer said stock into the Plaintiff's name. In addition thereto, the Plaintiff agrees that he will execute any and all documentation which may be necessary to transfer the remaining Stock into the name of the Defendant. The Plaintiff is further awarded any and all other stocks which he owns, and which are in his name, and the Defendant is hereby divested of any right, title and/or interest which she may have in and to said stocks.

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In addition thereto, it is agreed by the parties hereto that the Defendant shall be awarded all other stock which is jointly held, or individually held by her, by the parties hereto, and the Plaintiff shall be divested of any right, title and/or interest that he may in and to said stocks. The Plaintiff further agrees that he will execute any and all documentation that may be necessary to transfer said stock into the Defendant's name.

As to any bank accounts, it is agreed by the parties hereto that the Defendant shall be awarded any and all joint bank accounts, and that the Plaintiff shall be divested of any right, title and/or interest that he may have in and to said bank accounts.

10. AUTOMOBILES:

A. 1990 HONDA AUTOMOBILE - Defendant

That the Defendant shall receive one (1) 1990 Honda Automobile, and the Plaintiff shall be divested of any right, title and/or interest that he may have in and to said automobile. In consideration thereof, the Defendant hereby agrees to be responsible for, and to pay any and all indebtedness due thereon, and to hold the Plaintiff harmless on said debt. The Plaintiff further agrees that he will execute any and all documentation that may be necessary to transfer the ownership to said vehicle to the Defendant.

B. 1987 TOYOTA TRUCK - Plaintiff

That the Plaintiff shall receive one (1) 1987 Toyota Truck, and the Defendant shall be divested of any right, title and/or interest that he may have in and to said automobile. In consideration thereof, the Plaintiff hereby agrees to be responsible for, and to pay any and all indebtedness due thereon, and to hold the Defendant harmless on said debt. The Defendant further agrees that she will execute any and all documentation that may be necessary to transfer the ownership to said vehicle to the Plaintiff.

11. RETIREMENT AND/OR BENEFIT PROGRAMS:

It is hereby agreed by both parties that hereto that neither party shall be entitled to any retirement and/or benefit programs that either party has with their respective employers. This shall include, but shall not be limited to, any pension plans, profit sharing plans, individual retirement accounts, or

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any other type of retirement accounts that either party has with their employer. In addition thereto, each party shall be awarded any and all retirement plans that she or he may have individually, whether said plan is a individual retirement account, 401 K plan, or any other individual retirement accounts currently owned and/or maintained by each respective party. The parties hereby specifically agree that each party shall be divested of any right, title and/or interest that she or he may have in any retirement plan that the other party currently has in full force and effect at the time of the signing of this Agreement.

12. DEBTS:

The parties hereto hereby agree to be responsible for and pay and all of their respective debts that each respective party has incurred during the term of the marriage, and to hold the other party harmless thereon. In addition thereto, each respective party shall be responsible for and shall pay any and all joint marital debts which are covered by this Agreement.

13. COLLEGE EDUCATION:

It is hereby specifically agreed by both parties hereto that the minor child of the parties hereto shall be provided a college education after he finishes high school. Both parties hereby agree that they will be responsible for, and shall share the expenses for said college education, including, but not limited to the following; tuition, books, room and board, miscellaneous expenses for college and other expenses which may be directly related to the child's college education. At the time the minor child enrolls into college, the parties hereto hereby agree that they will figure out the total income between the parties, and that each party will be responsible for their pro-rata share of said college education. Their pro-rata share shall be figured by computing the percentage of income that each party has as to the total income between both parties. Should either party be unemployed at the time of computing said pro-rata share, it is hereby agreed that the unemployed party's income shall be imputed based on the unemployed party's last job.

14. ALIMONY:

Both parties hereby agree to waive any and all rights that he or she may have in and to the payment of alimony, whether said alimony shall be a lump sum alimony or periodic alimony.



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15. COURT COST:

Both parties hereto hereby agree that the cost of the court accrued herein shall be taxed, as paid, by the Plaintiff.

16. MUTUAL RELEASED:

Each party, in consideration of this Agreement, expressly releases the other party from any and all claims and demands, other than the provisions of this Agreement, for the settlement of property rights.

DONE THIS THE 18th DAY OF May, 1993.

Sharon King
Witness

Allen M. Gaston
Plaintiff

Sharon King
Witness

Symon N. Gaston
Defendant