

IN RE: THE MARRIAGE OF

Esther Ruth Beenken,

FILED IN OFFICE

CIRCUIT COURT, TENTH
JUDICIAL CIRCUIT OF ALABAMA,

PLAINTIFF,

APR 10 2001

CIVIL ACTION NO:

AND

Samuel Warner Bennken,

DEFENDANT.

ANNE-MARIE ADAMS, CLERK
CLERK OF CIRCUIT COURT
DOMESTIC RELATIONS DIVISION
JEFFERSON COUNTY, AL

DR 01-0758-JCC



20101006000332420 1/17 \$60.00
Shelby Cnty Judge of Probate, AL
10/06/2010 03:52:01 PM FILED/CERT

FINAL JUDGMENT OF DIVORCE A MENSA ET THORO

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 parties are hereby divorced from bed & board.

SECOND: That the costs of Court accrued herein are hereby taxed as paid.

THIRD: That reference is hereby made in this Final Judgment of Divorce A Mensa et Thoro to a Order of Continuing Income Withholding for Support, pursuant to Code of Alabama 1975, Title 30-3-60 et seq., which is incorporated herein as a part of this Court's order and decree but shall not be served in this cause. The parties have agreed to the alternative payment plan of Husband paying said child support directly to Wife.

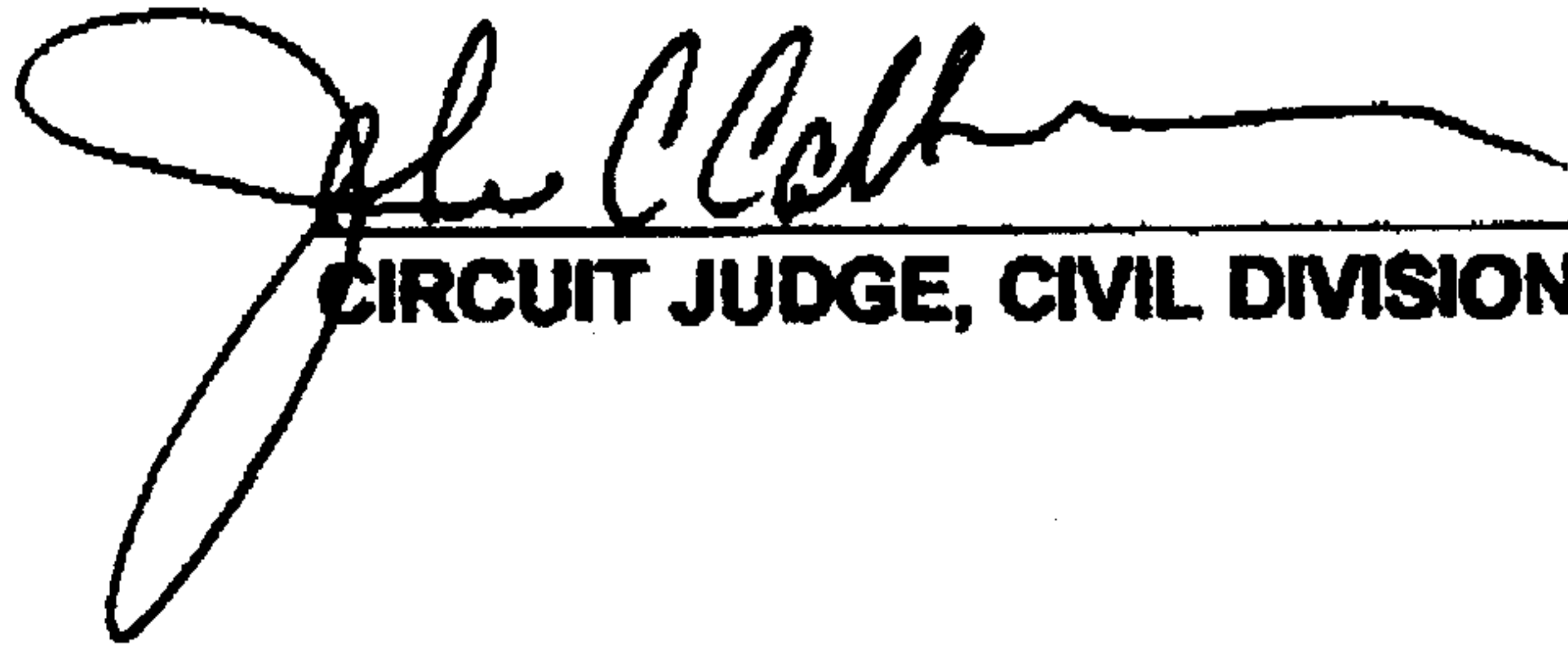
FOURTH: It is further ORDERED, ADJUDGED and DECREED by the Court that the Agreement of the parties filed in this cause, attached hereto, is hereby ratified and approved and made a part of this decree the same as if fully set out herein and the parties to this cause are ordered to comply herewith.

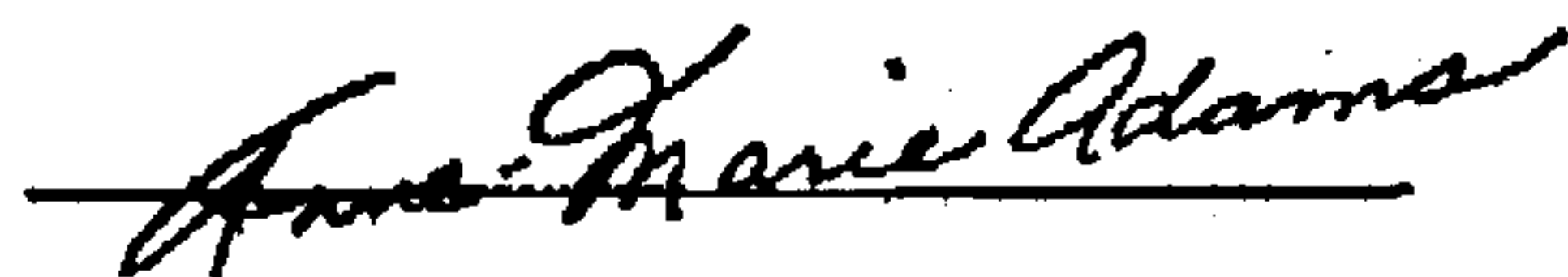
**** LAST ITEM ****

DONE and ORDERED this the _____ day of APR - 9 2001, 2001.

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

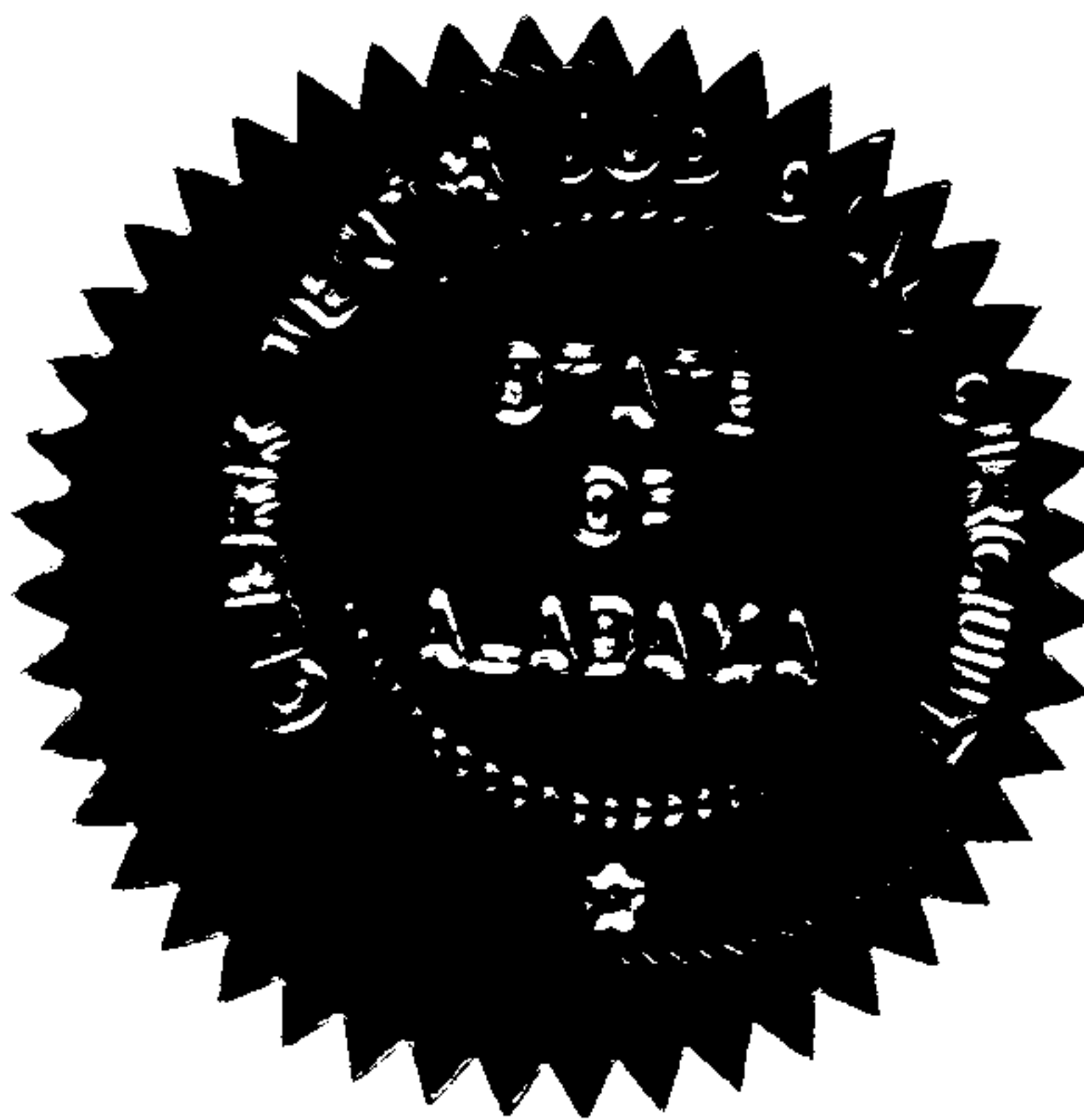
Dated: APR 11 2001


CIRCUIT JUDGE, CIVIL DIVISION


Anne-Marie Adams



20101006000332420 2/17 \$60.00
Shelby Cnty Judge of Probate, AL
10/06/2010 03:52:01 PM FILED/CERT



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 06 2010

the _____ day of _____, 20

Anne-Marie Adams

CLERK

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF
JEFFERSON COUNTY, ALABAMA

ESTHER RUTH BEENKEN,

PLAINTIFF,

vs.

SAMUEL WARNER BEENKEN,

DEFENDANT.

20101006000332420 3/17 \$60.00
Shelby Cnty Judge of Probate, AL
10/06/2010 03:52:01 PM FILED/CERT

CIVIL ACTION NO:

DR-01-0755-JCC

FILED IN OFFICE

MAR 29 2001

ANNE-MARIE ADAMS, CLERK
CLERK OF CIRCUIT COURT
DOMESTIC RELATIONS DIVISION
JEFFERSON COUNTY, AL

AGREEMENT OF THE PARTIES

I. INTRODUCTORY RECITALS

SECTION 1.1 NAME OF PARTIES

THIS AGREEMENT is between Esther Ruth Beenken, hereinafter referred to as "Wife" and Samuel Warner Beenken, hereinafter referred to as "Husband." Throughout this Agreement, the above-referenced names shall apply as provided herein; and,

SECTION 1.2 MARRIAGE AND CHILDREN

WHEREAS, Husband and Wife were united in marriage on September 30, 1978, in Winnipeg, Canada, and there were two children born during the marriage, namely Andrew Beenken, who is 19 years of age, d.o.b. November 4, 1981; and Timothy Beenken, d.o.b. September 14, 1986, and the Plaintiff is not pregnant; and,

SECTION 1.3 ACTION PENDING

WHEREAS, an action for a legal separation is now pending in the above Court; and,

SECTION 1.4 AGREEMENT REACHED

WHEREAS, the parties have come to an agreement settling all of their respective

rights and obligations relevant to this action; and,

SECTION 1.5 JOINT REQUEST FOR IMMEDIATE SUBMISSION TO THE COURT

WHEREAS, Husband and Wife do hereby jointly request and consent to an immediate submission of this Agreement of the Parties to the Court and to an entry of judgment by incorporation of said Agreement into the Final Judgment of Legal Separation.

SECTION 1.6 INTRODUCTION TO AGREEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, for good and valuable consideration, by and between the parties and counsel, in the event the Petition for Legal Separation is granted and this Agreement of the Parties is approved by the Court, the following shall be the terms and conditions for relief in this action, to be incorporated in and made a part of the Final Judgment of Legal Separation of this Court. This Agreement is subject to the approval; provided, however, that, except as to matters relating to child custody, visitation, and support, after said Court's approval, this Agreement shall thereupon be forever binding on the parties hereto.

II. GENERAL PROVISIONS

SECTION 2.1 EXECUTION OF INSTRUMENTS

Each party shall promptly execute and deliver to the other party all instruments which may be necessary, convenient or appropriate to carry into effect any provision of this Agreement.

SECTION 2.2 ABSENCE OF DURESS

Each party states that he or she has freely entered into this Agreement. This

Agreement was executed free of any duress, coercion, collusion, or undue influence. In some instances, it represents a compromise of disputed issues; however, both parties believe that its terms and conditions are fair and reasonable.

SECTION 2.3 ENTIRE AGREEMENT

Both parties acknowledge that no representations, warranties, promises, covenants, or undertakings of any kind have been made to him or her as an inducement to enter into this Agreement, other than those expressly set forth herein. This Agreement is intended to be, and is, the complete agreement of the parties.

SECTION 2.4 DIVESTING OF PROPERTY RIGHTS

Except as otherwise provided for in this Agreement, each party shall be divested of and each party waives, renounces and gives up all right, title and interest in and to the property awarded to the other. All property and money received and retained by the parties shall be the separate property of the respective party, free and clear of all right, title, interest or claim of the other party, except as is specifically stated herein.

SECTION 2.5 INCORPORATION OF AGREEMENT INTO JUDGMENT

Husband and Wife will submit this Agreement to the Court for approval. However, this Agreement shall be null and void and of no legal force and effect, in the absence of Court approval and incorporation into the judgment as provided above.

SECTION 2.6 FINANCIAL DISCLOSURE

By the execution of this instrument, each party warrants and represents to the other party that he or she has fully disclosed his or her financial status; that the terms of this

Agreement are fair, just and equitable.

III. CHILD CUSTODY, VISITATION AND SUPPORT

Section 3.1 CUSTODY

The Wife shall have the sole and complete care, custody and control of the minor child of the parties, Timothy Beenken, d.o.b. September 14, 1986.

Section 3.2 VISITATION SCHEDULE

A. The parties will work together in arranging reasonable visitation between the Husband and the minor child. The Husband shall notify the Wife at least twenty-four (24) hours in advance of his desire to exercise visitation with the minor child.

B. Each party shall keep the other informed on a current basis as to the residence address and telephone number where the child resides or visits.

Section 3.3 CHILD SUPPORT

A. The Husband shall pay to the Wife the sum of One Thousand Dollars and no/100 (\$1,000.00) per month for the support and maintenance of the minor child of the parties.

B. The first such payment is to be paid on or before April 1, 2001, and subsequent payments shall be made on first day of each month thereafter until such time as the said minor child reaches the age of nineteen (19) years, marries or becomes self-supporting.

C. That reference is hereby made in this Agreement to a separate order entitled Order of Continuing Income Withholding for Support, pursuant to Code of Alabama §30-3-

60 *et seq.*, which specifically incorporated herein as part of this Agreement; said Order shall be entered but NOT served. This Order is based on an agreement between the parties wherein they, after being fully advised of their rights and responsibilities hereunder, have agreed to an alternative arrangement for the payment of child support. The parties' alternative arrangement for payment is that the Husband shall mail a check on the day he is obligated to pay child support each month to the Wife by United States Mail at her residential address.

D. That the Husband shall pay to the Wife One Hundred and Twenty Five Dollars and No/100 (\$125.00) per month toward the tutoring expenses for the minor child of the parties. Said sum shall be paid directly to the Wife by the 5th day of every month.

IV. MEDICAL AND LIFE INSURANCE FOR THE BENEFIT OF THE CHILD

Section 4.1 MEDICAL INSURANCE

The Husband shall continue to provide medical insurance for the benefit of the minor child until such time as the child reaches the age of nineteen (19) years, marries or becomes self-supporting.

Section 4.2 NON-COVERED MEDICAL EXPENSES

The Husband shall pay any and all reasonable and necessary medical, dental, optical, orthodontic and prescription drug expenses not covered by insurance that are incurred for the benefit of the minor child of the parties, and shall indemnify and hold the Wife harmless therefrom.

Section 4.3 COLLEGE EDUCATION FOR MINOR CHILDREN

A. The Husband shall pay all of the expenses for the minor child, Timothy Beenken, to attend college.

B. The child shall be obligated to maintain reasonable academic standards (at least a "C" average). Each parent shall keep the other informed as to college decisions of the child. Each party shall have full access to the child's grades and academic standing.

C. The Husband's obligation hereunder shall cease when the child has completed a four-year course of study or upon the child reaching his twenty-third (23rd) birthday, whichever event shall first occur.

V. PROPERTY DIVISION

SECTION 5.1 INTRODUCTION

The following is a full, final, equitable and complete property division between Husband and Wife.

SECTION 5.2 REAL ESTATE

Marital Residence

The parties have a home located at 3448 Coventry Drive, Vestavia, Jefferson County, Alabama, 35243, presently titled in the parties' names jointly. With respect to said home, the parties agree as follows:

A. The Wife shall have the sole and exclusive use and possession of the residence, pending further order of the court.

B. The Husband shall be solely responsible for the mortgage payments, including principal, interest, taxes and insurance, and any other payments due and owing in connection with the said property until May, 2006, and he shall indemnify and hold the Wife harmless therefrom.

C. The Wife shall be solely responsible for the mortgage payments, including principal, interest, taxes and insurance, and any other payments due and owing in connection with the said property, beginning June 2006, and she shall indemnify and hold the Husband harmless therefrom.

D. The Husband shall pay all of the utilities for the home located at 3448 Coventry Drive, Vestavia, Jefferson County, Alabama, 35243, with the exception of the telephone bill, until May, 2006.

E. The Wife shall pay the lease on the Husband's apartment through the end of his current lease, which expires at the end of February, 2002. The Wife shall also pay the Husband's utilities for said apartment through the end of the current lease.

F. In the event that either party seeks a divorce and an order is entered divorcing the parties, the marital residence located at 3448 Coventry Drive, Vestavia, Jefferson County, Alabama, 35243, shall be awarded to the Wife and the Husband shall be divested of any interest he may have therein. The Wife shall be solely responsible for all taxes and insurance on the residence, and she shall indemnify and hold the Husband harmless therefrom. The Husband shall execute the appropriate deed transferring his interest in said property to Wife within 30 days of the entry of a divorce decree.

SECTION 5.3 PERSONAL PROPERTY

Automobiles

A. Title to the 1996 Jeep Cherokee is hereby awarded to the Wife and the Husband hereby relinquishes any and all interest he may have therein. The Wife shall pay the lease payments on said vehicle as they become due and shall indemnify and hold the Husband harmless therefrom.

B. Upon the expiration of the lease on the 1996 Jeep Cherokee, the Husband shall pay the full cost to purchase said vehicle. The Husband shall then transfer title to said vehicle to the Wife.

C. The Husband shall pay for any and all reasonable and necessary repairs to the 1996 Jeep Cherokee and he shall pay for insurance and gas for said vehicle until December, 2005.

D. Title to the 1999 Ford Truck is hereby awarded to the Husband and the Wife hereby relinquishes any and all interest she may have therein. The Husband shall pay any indebtedness on said vehicle and shall indemnify and hold the Wife harmless therefrom.

Household Contents

E. The parties shall divide all of the furniture, furnishings, fixtures, appliances, goods, and wares located in the home 3448 Coventry Drive, Vestavia, Jefferson County, Alabama, 35243, pursuant to attached Exhibit A. For each and every item awarded to one party, the other party is divested of any interest therein.

Miscellaneous personal property

F. In the event that either party seeks a divorce and an order is entered divorcing the parties, the Wife shall be awarded one-half of the following accounts of the Husband:

- (1) Diversified Investments (Intermediate/Long-Term Horizon SAF-Account # [REDACTED])
- (2) Fidelity Investments (Fidelity Retirement Growth - Account [REDACTED])
- (3) Teacher's Retirement; and
- (4) Thrift Savings Plan.

The Husband shall take no action to diminish the value of said accounts. In the event a that a QDRO is required in order to effectuate the transfer of said funds, the Husband shall provide all information necessary in order to draft any QDRO as required by the Plan Administrator.

G. The 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 specifically referred to in this agreement), including without limitation business interests, partnerships, boats, automobiles, cash, checking and savings accounts, IRA's, securities, insurance policies, and the like, and the Wife hereby renounces any interest she may have therein.

H. The 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 specifically referred to in this agreement), including without limitation business interests, partnerships, boats,

automobiles, cash, checking and savings accounts, IRA's, securities, insurance policies, and the like, and the Husband hereby renounces any interest he may have therein

SECTION 5.4 ALIMONY and LIFE INSURANCE FOR THE WIFE

A. Husband shall pay to Wife the sum of Two Thousand Four Hundred Dollars and no/100 (\$2,400.00) per month as periodic alimony. Said payments shall commence on March 31, 2001, and become due and payable on the last day of each month thereafter until the occurrence of any event set forth in paragraph B hereinbelow.

B. Husband's obligation hereinabove shall terminate upon Husband's death, Wife's death, Wife's remarriage, Wife's commission of those acts contemplated by Section 30-2-55 of the Alabama Code or as otherwise provided by law.

C. The Husband shall keep the Wife as irrevocable beneficiary on the life insurance policies maintained on his life. The Husband shall do nothing to diminish the value of said policies and shall continue to maintain said life insurance policies until such time as the occurrence of any event set forth in paragraph B hereinabove.

D. Husband shall, upon request by Wife, annually furnish to the Wife proof in writing from the insurance company issuing said policy that said coverage is in full force and effect with the beneficiary designation as required herein, and that all premiums due have been paid.

VI. MARITAL DEBTS

A. The Husband shall pay the Wife Forty-Eight Hundred Dollars (\$4,800.00) at the rate of One Hundred Dollars and No/100 (\$100.00) per month for a period of forty-eight

(48) months for her use in paying off the individual debts in her name. The Wife shall pay each debt as it becomes due and shall indemnify and hold the Husband harmless therefrom.

B. Except as otherwise provided herein, each party shall be responsible for all debts incurred in his or her separate name. On each debt for which a party is responsible, that party shall indemnify and hold the other party harmless therefrom.

C. Neither party shall hereafter directly or indirectly incur further debts or credit obligations which would obligate the other party, either individually or jointly.

VII. DEPENDENCY EXEMPTION

A. The Wife shall be entitled to claim the minor child of the parties as a dependent for state and federal income tax purposes.

B. The Husband shall be responsible for the tax liability due to the Internal Revenue Service resulting from the filing of the joint tax return filed by the parties for the 2000 tax year and he shall indemnify and hold the Wife harmless therefrom.

C. The parties shall file individual tax returns beginning with the 2001 tax year.

VIII. MISCELLANEOUS

A. The parties shall live separate and apart from each other and shall be free from interference, authority or control, directly or indirectly by the other, as full as if he or she were unmarried.

B. Each of the parties is free to enter into his or her own contracts, and may conduct, carry on or engage in any employment, profession, business or trade for his or

her own sole or separate use, and the other party shall not be liable for the other party's actions.

C. Each of the parties is free to carry on friendships and relationships as if he or she was unmarried. In the event that either party files an action for divorce, any such relationships entered into by either party following the execution of this Separation Agreement shall not be used as a ground for divorce.

D. If it shall be determined that the Husband is in possession of any property, (including, but not limited to, other retirement or investment accounts) that is subject to distribution are not been set forth in this agreement, or that one of them has made, without consent of the other, any gift or transfer of such property without adequate consideration, the parties hereby covenant and agree that the non-receiving party shall receive from the other party an amount equal to one-half of the fair market value of such property at the highest value between the date of this Agreement and the date of settlement of the issue of after discovered property.

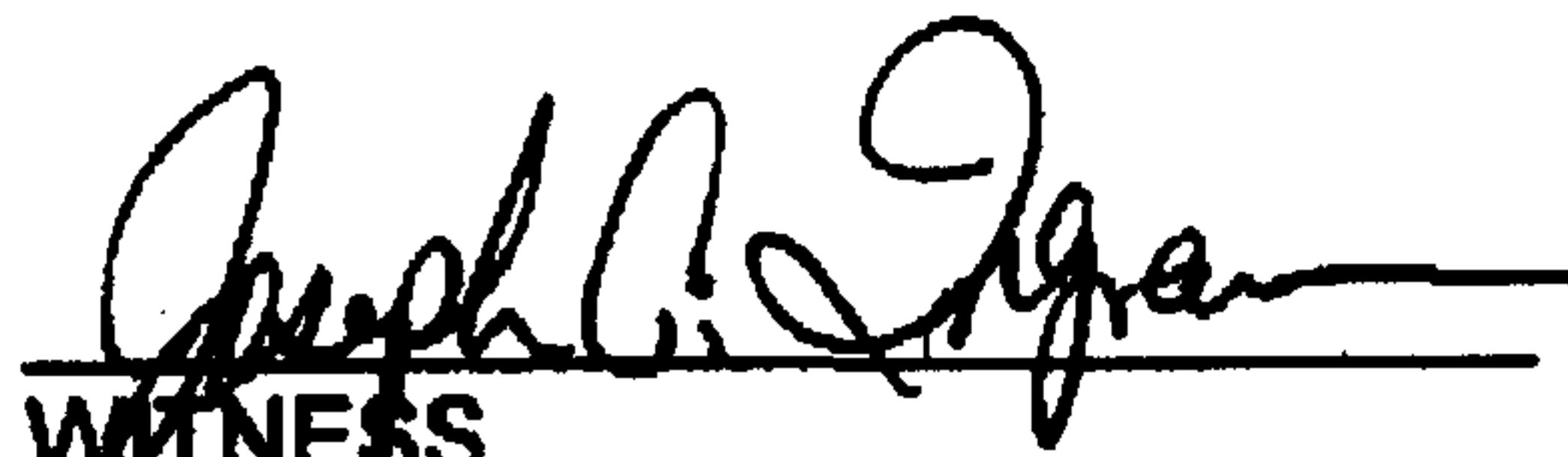
IX. ATTORNEY'S FEES AND COSTS

A. Husband shall pay the sum of Three Thousand Dollars and No/100 Dollars (\$3,000.00) to the Wife for services rendered on her behalf in this cause by her attorney of record, Judith S. Crittenden, within thirty (30) days from the date of the final judgment of divorce. The Husband shall pay said sum at the rate of One Hundred Dollars (\$100.00) per month for a period of thirty (30) months. Said sum shall be paid directly to the Wife.

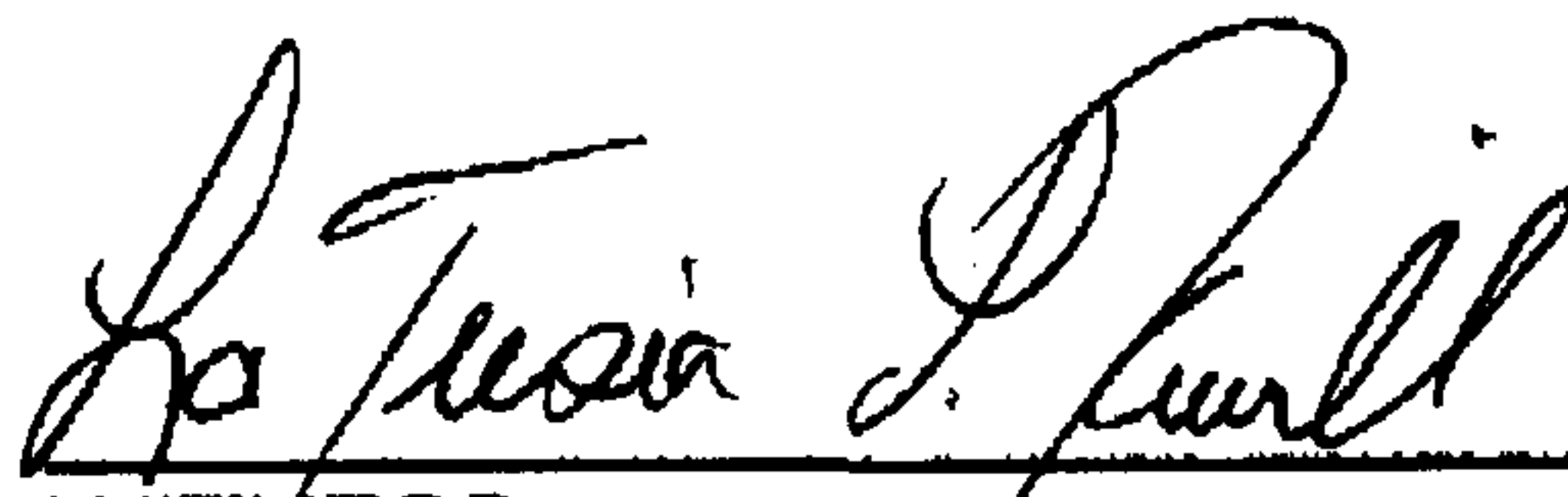
B. Husband shall pay court costs for which let execution issue.

This the 23 day of March, 2001.


ESTHER RUTH BEENKEN, Wife


WITNESS


SAMUEL WARNER BEENKEN Husband


WITNESS

State of Alabama Unified Judicial System SAMPLE Form CS-22 Page 1 of 2 Rev. 03/01	WITHHOLDING ORDER PAYMENT OF CHILD SUPPORT	Case Number DR-01-0755-JCC
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IN THE Circuit COURT OF Jefferson, ALABAMA
(Circuit or District) (Name of County)

Esther Ruth Beenken v. Samuel Warner Beenken
Plaintiff Defendant

Samuel Warner Beenken
Obligor (Employee)

Obligor's Social Security Number *

UAB

Obligor's Employer

25 S. 19th Street, B'ham, AL 35203
Employer's Address

City State Zip Code

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

FILED IN OFFICE
APR 10 2008
ANNE-MARIE ADAMS, CLERK
CLERK OF CIRCUIT COURT
DOMESTIC RELATIONS DIVISION
JEFFERSON COUNTY, AL

It is therefore ORDERED by this Court as follows:

1. Samuel Warner Beenken is ordered to pay the sum of:
(Name of Obligor)

\$ 1,000.00 per month 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.

~~OR~~ 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.

*The disclosure of your social security number is mandatory. It is based on Section 466(a)(13) of the Social Security Act [42 U.S.C. 666(a)(13)], and it will be used under the state's child support enforcement program to locate individuals for purposes of establishing paternity and establishing, modifying, and enforcing support obligations.

SAMPLE
Form CS-22 Page 2 of 2 Rev. 03/01

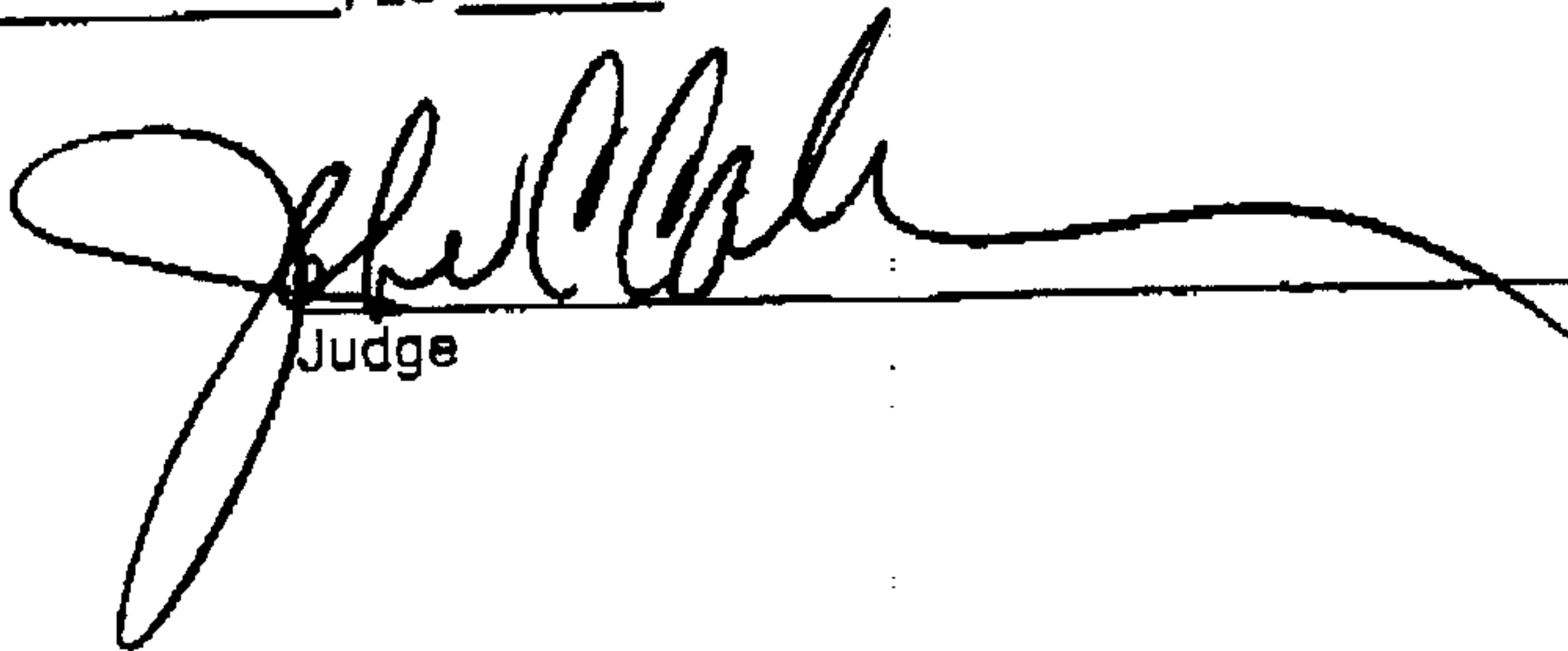
WITHHOLDING ORDER PAYMENT OF CHILD SUPPORT (Continued)

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: _____

☐ 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 _____ day of **APR - 9 2001**, 20 _____


Judge