



IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
Domestic Relations Division

JAMES M. CLARK,

Plaintiff,

v.

PAMELA S. CLARK,

Defendant.

DR-2004-249.01-GDR

ORDER ON PETITION TO MODIFY

This matter came before the Court on Plaintiff's Petition to Modify the Final Judgment of Divorce entered by this Court on April 8, 2005, the Rule Nisi filed by the Defendant as amended. The Court being advised that the parties have reached an agreement concerning the issues raised by said petition to modify, and others, it is with the consent of the parties

ORDERED, ADJUDGED and DECREED as follows:

1. The College section of Paragraph V of the Marriage Settlement Agreement made part of the Final Judgment of Divorce shall be amended to include the following:

The Husband shall provide and pay for up to four (4) years of undergraduate college education for Margaret Clark provided said Child maintains reasonable academic standards as set forth by the Supreme Court of Alabama, in Bayliss. The Husband's obligation shall include the responsibility to pay for tuition, room and board, fees, and books.

The Husband's obligation shall not exceed four (4) academic years and not extend past the twenty-third (23rd) birthday of the child or the semester the



child is enrolled at the time the child attains age twenty-three (23). However, in the event that the Child, Margaret Clark has and/or develops a medically verified illness, that would prevent her from attending college, such obligation to provide college education could be extended for the time the child could not attend college to allow additional time for the child to complete such education, but not later then the age of twenty six (26) years.

The Husband's obligation shall not exceed the then prevailing rates for an in-state student at the University of Alabama in Tuscaloosa, Alabama. This reference to this state university is not intended to direct that a child actually attend that school, but rather provides a referenced for the Husband's maximum financial obligation hereunder.

The Husband will pay books and tuition for the parties' adult son, Jay, to attend UAB for not more than two (2) years, commencing August 2009. Said costs shall not exceed Five Thousand and no/100 Dollars (\$5,000.00) per school year. Provided however, the foregoing obligation may be discharged by Husband paying to or on any student loans obtained by Jay Clark, applicable to these two (2) years of school. Notwithstanding the foregoing, Husband's obligation hereunder shall terminate in the event Jay does not maintain a "B" average.

2. The Medical Insurance section of Paragraph V of the Marriage Settlement Agreement made part of the Final Judgment of Divorce shall be amended to add the following:

Husband will maintain hospital and medical insurance on the parties' adult child, Jay Clark, consistent with coverage as of the date of the Final Judgment of Divorce for two (2) additional years from August 2009 and for so long as he is enrolled in college, maintains a "B" average and coverage can be maintained through any carrier.

Additionally, for the two (2) year period referred to above the Husband will be responsible and pay for all non-covered medical, dental, and hospital expenses, including prescription medication, medically necessary eyewear, counseling and medically necessary orthodontics.

3. The Life Insurance section of Paragraph V of the Marriage Settlement Agreement made part of the Final Judgment of Divorce shall be replaced and amended to read as following:

The Husband shall provide a Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) life insurance policy naming Margaret Clark as the sole beneficiary. The Husband's obligation to maintain said policy for the benefit of the Child shall continue as long as Husband's obligation continues to the Child under this Agreement. In addition, the Husband shall provide a Four Hundred Thousand and no/100 Dollars (\$400,000.00) life insurance policy naming Pamela S. Clark as the sole beneficiary for so long as he has any financial obligation to the Wife under the Final Judgment of Divorce or this Order of Modification.

With respect to any of the insurance the Husband is obligated to maintain hereunder, Husband shall provide a copy of this paragraph to the applicable insurance company (ies) with a request that the insurance company (ies) provide

Wife a thirty (30) day written notice of any actions or inactions that could cause a termination or lapse of any policy wherein Wife or Child is named as a beneficiary pursuant to this paragraph. Without waiving Husband's obligation hereunder, should the Husband fail to provide said life insurance coverage or should any such policy (ies) lapse, then the Wife individually and/or the Child, Margaret Clark, shall have a claim against the Estate of the Husband for the face amount of life insurance coverage to which the Wife and/or Child, Margaret Clark would have been entitled had the policy been in effect at the time of his death.

4. The Alimony/Spousal Support section of Paragraph VI of the Marriage Settlement Agreement made part of the Final Judgment of Divorce shall be replaced and amended to read as follows:

A. Commencing July 1, 2009 and for a period of thirty six (36) months, the Husband shall pay to the Wife the sum of \$2,500.00 per month as periodic alimony for the support and maintenance of the Wife.

B. Commencing July 1, 2012 the Husband's prior periodic alimony obligation shall increase to \$3,250.00 per month for a period thirty six (36) months as periodic alimony for the support and maintenance of the Wife;

C. Commencing July 1, 2015 the Husband's prior periodic alimony obligation shall be reduced to \$2,000.00 per month as periodic alimony for the support and maintenance of the Wife.

D. This provision will terminate upon the death of either party or upon the Wife's remarriage, cohabitation with any third party as defined by Section 30-2-55 Code of Alabama 1974, as amended.

E. Said periodic alimony payments shall constitute income to the Wife for federal and state income tax purposes, which shall be reported by Wife on her applicable tax returns, and shall be deductible to the Husband.

5. The Husband shall pay the Wife's attorney, Bruce L. Gordon, on or before September 1, 2009, the sum of Five Thousand and no/100 Dollars (\$5,000.00).

6. A Judgment against the Husband in the amount of Thirty One Thousand Five Hundred and no/100 (\$31,500.00) for the arrearage of Alimony payments ("Judgment") is hereby entered. The arrearage may be satisfied "IN FULL" by the payment to Wife of one-half ($\frac{1}{2}$) of the Judgment (in the amount of \$15,750) paid on or before June 30, 2012, at which time the Judgment will be deemed "PAID IN FULL". This Judgment shall be interest free, unless not timely paid, in which case the full amount of the Judgment in the amount of \$31,500.00 would be due and payable and would bear interest at the rate of twelve percent (12%) per annum from the date of the Judgment made part of the foregoing Order or Modification.

7. The Husband agrees to maintain, at his expenses, automobile insurance for Jay Clark and Margaret Clark until such time as his college education obligation under paragraph 1 hereto is terminated.

8. All other provisions of the Final Judgment of Divorce not amended herein shall remain in full force and effect and unmodified herein.

9. All pending Petitions for Rule Nisi are hereby dismissed.

*** LAST ITEM ***

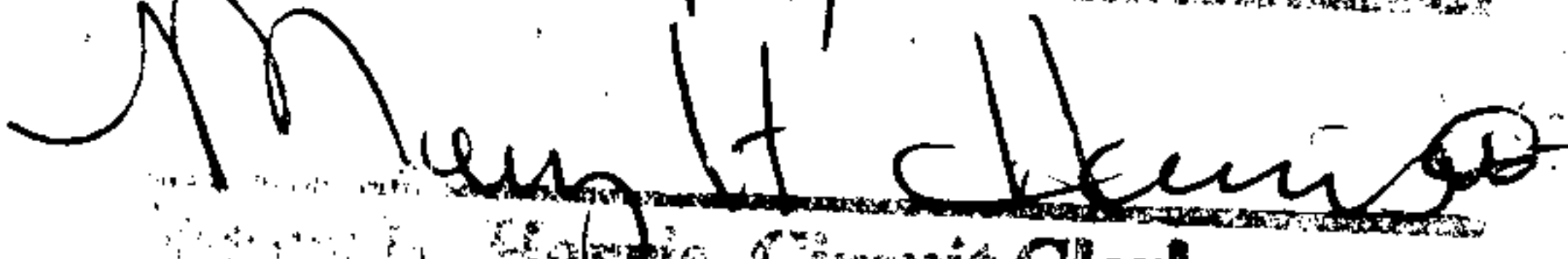
DONE and ORDERED this 7th day of July, 2009.



Judge, Circuit Court of
Shelby County, Alabama

Certified a true and correct copy

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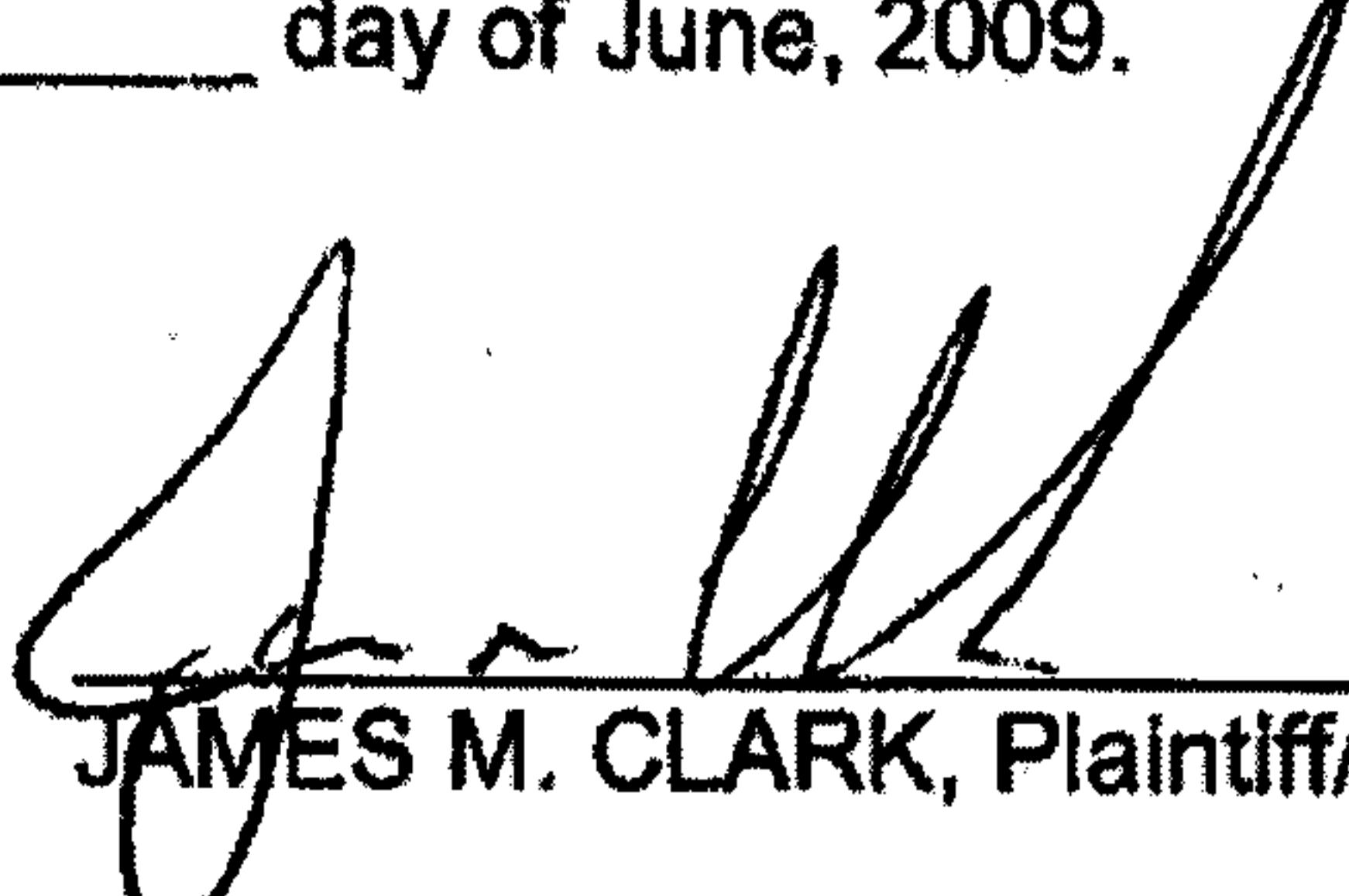


Court Clerk
Shelby County, Alabama

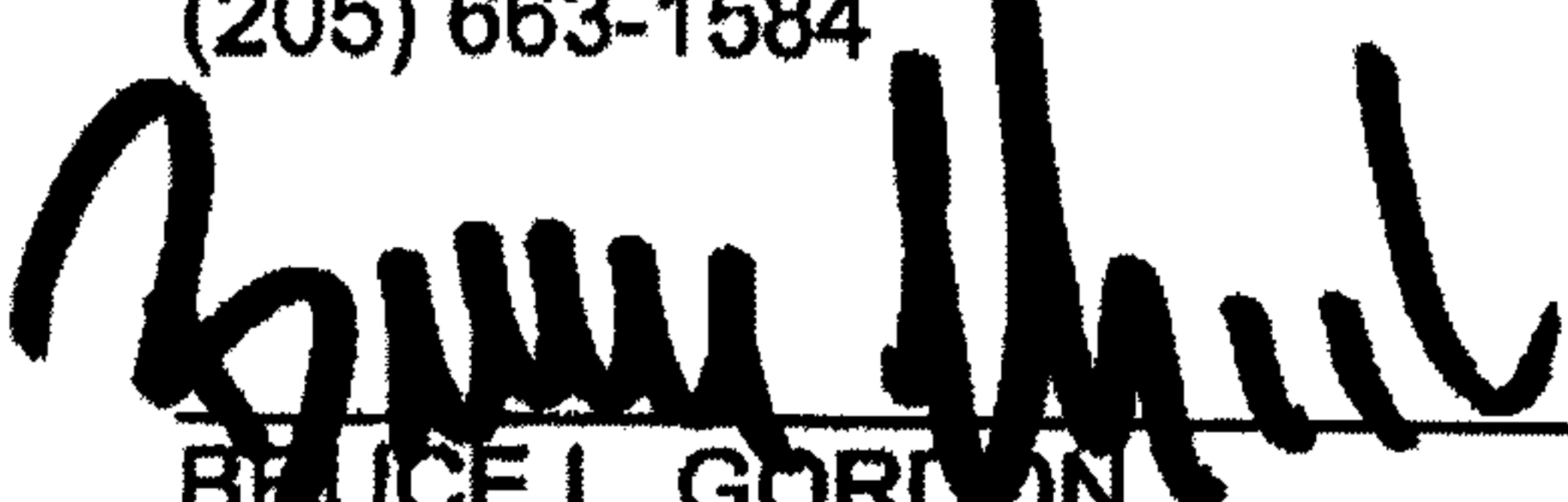
Approved by on this _____ day of June, 2009.



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Pamela S. Clark, Defendant/Wife


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Shelby Cnty Judge of Probate, AL
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