

STATE OF ALABAMA
SHELBY COUNTY

Case No. 58-DR-2012-900548.00

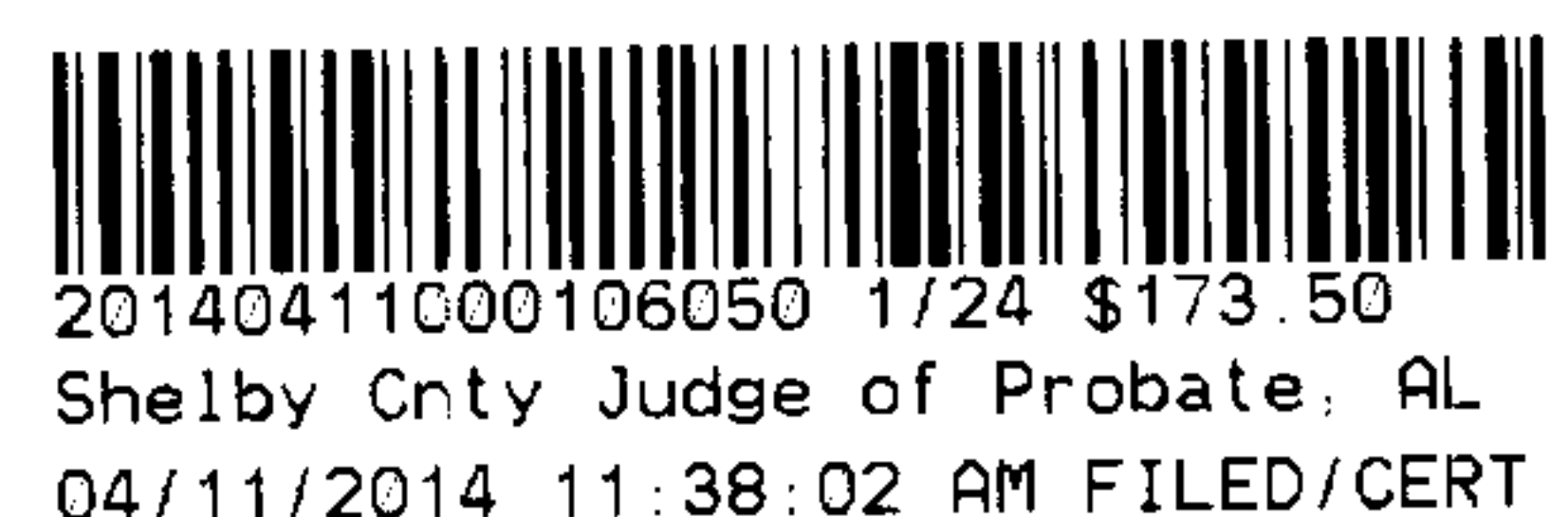
CLERK'S DEED

Know All Men by These Presents, That Whereas on the **9th Day of September, 2013**, a Final Judgment of Divorce was rendered by the Circuit Court of Shelby County, Alabama, in a certain case pending in said court, said cause being entitled **Jeffrey D. Gordon vs. Melissa A. Gordon**, Civil Action No.: **58-DR-2012-900548.00**, wherein Jeffrey D. Gordon was awarded the home of the parties located at 179 Ivy Brook Trail, Pelham, Alabama 35124 and described as Lot 109, according to the Survey of Ivy Brook Phase Three, as recorded in Map Book 28, Page 34, in the Probate Office of Shelby County, Alabama; and

That Whereas on the **3rd Day of February, 2014** a Final Order was rendered in said Civil Action No.: **58-DR-2012-900548.00**, closing said case; and

That Whereas on Motion of the said Jeffrey D. Gordon, through counsel, on the **2nd day of April, 2014**, an Order was rendered by the Circuit Court of Shelby County, Alabama, in that certain case in said court, being entitled **Jeffrey D. Cordon vs. Melissa A. Gordon**, Civil Action No.: **58-DR-2012-900548.00**, which ORDERED that the Circuit Clerk execute and deliver to **Jeffrey D. Gordon**, a deed conveying all the right, title, claim, and interest of **Melissa A. Gordon**, in said cause, in and to the property located at: **179 Ivy Brook Trail, Pelham, Alabama 35124**,

NOW THEREFORE, in consideration of the premises, I, Mary Harris, Clerk of the Circuit Court of Shelby County, Alabama, under and by virtue of the authority vested in me by the order of said court filed on the **2nd day of April, 2014**, and based on the previous Orders in said Civil Action No.: **58-DR-2012-900548.00**, a copy of which are attached

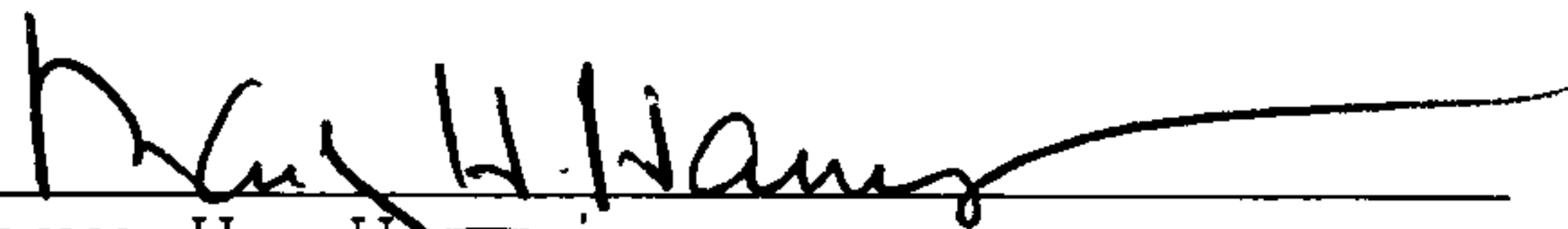


as "Exhibit A" to this deed, do hereby grant, bargain, sell and convey unto **Jeffrey D. Gordon**, all of the right, title claim and interest of **Melissa A. Gordon**, in and to the following described tract or parcel of land lying and being in Shelby County, Alabama, to-wit:

Lot 109, according to the Survey of Ivy Brook Phase Three, as recorded in Map Book 28, Page 34, in the Probate Office of Shelby County, Alabama;

To have and to hold unto **Jeffrey D. Gordon**, his heirs, successors, and assigns forever.

IN WITNESS WHEREOF, I have hereunto signed my name as Clerk aforesaid, and have affixed the seal of this Court, this the 10th day of April, 2014.

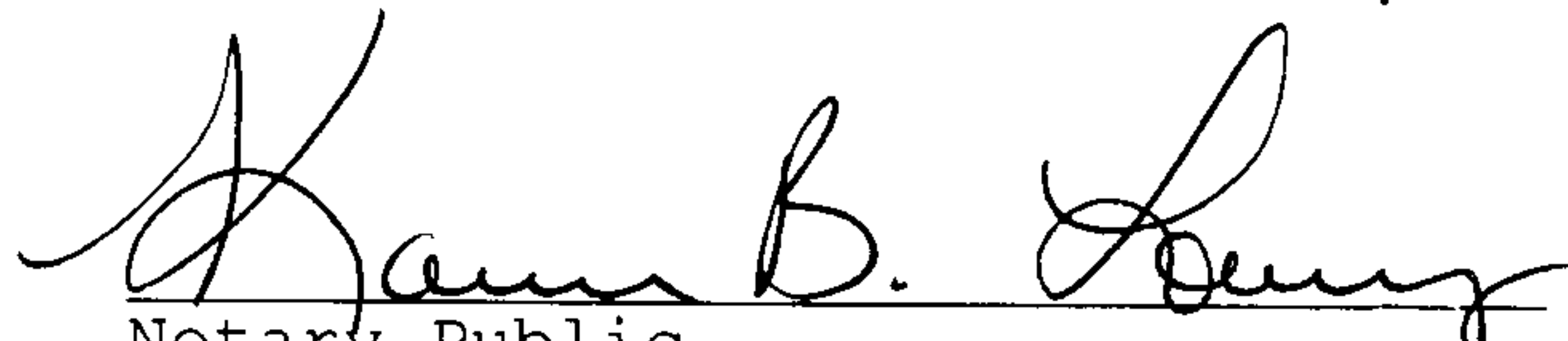


Mary H. Harris,
Clerk of the Circuit Court
Shelby County, Alabama

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that **Mary H. Harris**, whose name as Clerk of the Circuit Court of Shelby County, Alabama, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she, in her capacity as such Clerk, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10th day of April, 2014.



Notary Public
My commission expires: _____

COMMISSION EXPIRES 08/12/2017



20140411000106050 2/24 \$173.50
Shelby Cnty Judge of Probate, AL
04/11/2014 11:38:02 AM FILED/CERT

EXHIBIT “A”



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Shelby Cnty Judge of Probate, AL
04/11/2014 11:38:02 AM FILED/CERT



IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

JEFFREY D. GORDON,

Plaintiff,

v.

MELISSA A. GORDON,

Defendant.

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CASE NO.: DR-12-900548

FINAL ORDER

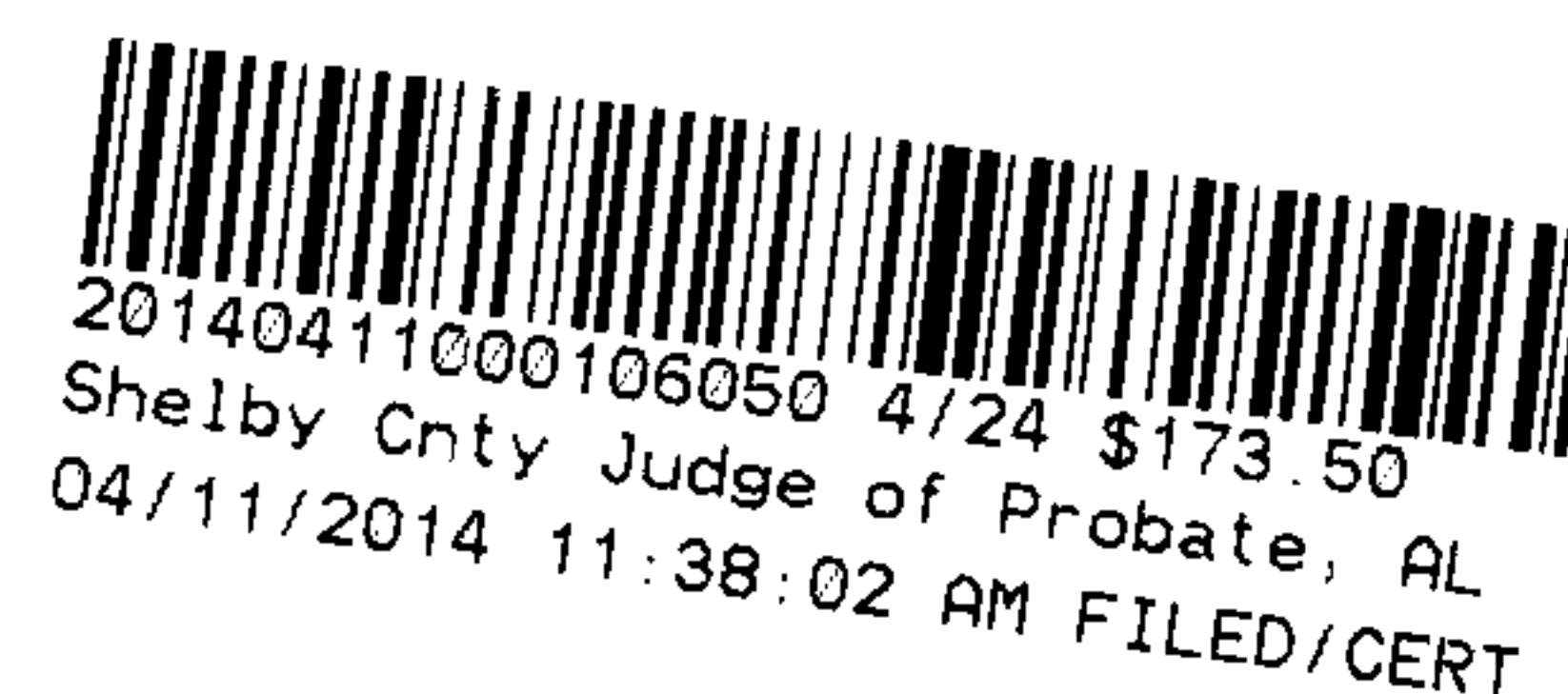
This matter having come before the Court on January 16, 2014, for hearing on Motions to Alter, Amend or Vacate the Final Judgment of Divorce, filed by both parties, and for final hearing on the previous allegations set out in the Petition for Protection from Abuse previously filed by the Defendant and consolidated with this case, thereafter having been dismissed and replaced with a Mutual Restraining Order.

The Plaintiff, Jeffrey D. Gordon was present in open court with his attorney, Margaret M. Casey, and the Defendant, Melissa A. Gordon was also present in open court with her attorney fo record, Ayn Traylor-Sadberry.

After hearing argument in chambers by both counsel for parties and contemporaneously giving instructions regarding the appropriate conduct of both parties in this matter, the Court is of the opinion that the following Order is due to be entered.

Accordingly, it is **ORDERED, ADJUDGED** and **DECREED** as follows:

1. The relief requested by the parties in their respective Motions to Alter, Amend or Vacate the Final Judgment of Divorce in this case is hereby **DENIED**.
2. Both parties are hereby **ORDERED** to refrain from acts against the other of striking, stalking, harassing, threatening and/or engaging in conduct that would place the other and/or their minor children in fear of bodily harm, notwithstanding appropriate discipline for the minor children.
3. The parties are to maintain a harmonious relationship for the benefit of the



minor children and communication between the parties shall be limited to matters concerning the academic, athletic, civic, cultural, social, extra-curricular activities of the minor children together with their health, safety and welfare and best interest.

4. Pursuant to the agreement of the parties, the Defendant shall be able to retrieve her personal property from the former marital residence on February 1, 2014 at 10:00 a.m.

5. The parties are hereby ORDERED to abide by all provisions as set out in the Final Judgment of Divorce entered in this matter on September 11, 2011; and this case is closed to any further review.

DONE and ORDERED on this the 3rd day of February, 2014.


CIRCUIT JUDGE

Certified a true and correct copy

Date: 4/10/14


Mary H. Harbis, Circuit Clerk
Shelby County, Alabama


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4. CUSTODY AND VISITATION

The Plaintiff and Defendant shall have joint custody and control of the minor children, **Alexis Cherie Gordon (DOB April 29, 1997)** and **Cameron Dewayne Gordon (DOB February 19, 2007)**. Joint custody means that both parties shall retain full parental rights and responsibilities with respect to the children, regardless of which party has physical custody at any particular time. The primary custodial parent shall be the **Defendant/Mother** who shall provide the primary residence for the children.

The Plaintiff shall have the following visitation/custodial periods:

1. WEEKEND VISITATION

- (a) The first and third weekends of each month from 6:00 p.m. on the first and third Friday until 6:00 p.m. on the following Sunday.
- (b) Should either a Federal or State holiday, or the children's school schedule, excuse the children from attendance at school on the Friday beginning the custodial/visitation period and/or on the Monday following said period, the first and third weekend custodial/visitation period shall be extended to include said Friday and/or Monday. The Friday custodial/visitation period shall begin at 9:00 a.m. The Monday custodial/visitation period shall end at 6:00 p.m.
- (c) The custodial/visitation periods specified in the preceding paragraphs (a) and (b) shall be superseded by the specific custodial/visitation periods set forth in the following paragraphs 2 through 10.

2. CHRISTMAS: Christmas Holidays in odd numbered years beginning at 6:00 p.m. on the first day of the school holiday season as set out in the school calendar until 3:00 p.m. Christmas Day. Even years from 3:00 p.m. Christmas Day until 6:00 p.m. on the following January 2nd.

3. THANKSGIVING: In even numbered years on the week of Thanksgiving from 4:00 p.m. on Wednesday afternoon until 6:00 p.m. the following

Friday. During said years and when the regularly scheduled weekend custodial/visitation period does not fall on the weekend following Thanksgiving Day, the third weekend of November may be substituted for the weekend immediately following Thanksgiving Day.

4. EASTER: In the even numbered years from 6:00 p.m. on the Saturday before Easter until Easter Sunday at 6:00 p.m.
5. SUMMER: Two (2) fourteen day periods during the school summer break each year, at times to be selected by the parent exercising custodial/visitation period upon written notice to the other party at least thirty (30) days in advance. Such periods shall be separated by at least two (2) weeks, and shall be scheduled so that the children are returned to the primary residence at least one (1) week before the beginning of the fall school term.
6. SPRING BREAK: Spring school break in even numbered years as set by the school calendar. Said spring break custodial/visitation period shall commence at 6:00 p.m. on the Friday beginning the spring break, and conclude at 6:00 p.m. on the following Friday. Spring Break may also be referred to as AEA (Alabama Education Association) week.
7. FALL BREAK: Fall school break in odd numbered years as set by the school calendar. Said fall break custodial/visitation period shall commence at 6:00 p.m. on the first day of the fall break, and conclude at 3:00 p.m. on the last day of the fall break. Fall Break may also be a compilation of sequential weekdays when students are not required to attend school. Said days may include but are not limited to, Inclement Weather Day(s), Local Professional Development Day(s), Teacher Work Day(s) and/or Veteran's Day.
8. FATHER'S DAY: The Father shall have the right of custodial/visitation period with the children for Father's Day of each year. Said custodial/visitation period shall begin at 4:00 p.m. on the Saturday prior to Father's Day and shall end no later than 6:00 on Father's Day.
9. MOTHER'S DAY: The Mother shall have the right of custodial/visitation with the children for Mother's Day of each year. Said custodial/visitation period shall begin at 4:00 p.m. on the Saturday

prior to Mother's Day and shall end up later than 6:00 p.m on Mother's Day.

10. BIRTHDAYS: On each child's birthday from 4:00 p.m. until 7:30 a.m. the following day.

11. OTHER VISITATION

The custodial/visitation periods as provided herein are intended by the Court to be the minimum to which each parent is entitled. The parties are encouraged to extend such periods, as herein allowed, as the children grow older, and as may be in the best interest of said children and to reschedule, by mutual agreement, any custodial/visitation period which is inconvenient for the parties or interferes with the children's extra curricular activities, with both parties keeping in mind the best interest of the children.

Each party shall give the other party the right of first refusal for child care during his or her custodial/visitation period, in the event the custodial parent is required to be out of town for an overnight stay or is otherwise in need of extended child care.

12. NOTIFICATION OF ILLNESS OR ACCIDENT: In the event that the children become seriously ill or require hospitalization due to an illness or accident, the party having actual physical custody of the children at the time of such occurrence shall promptly notify the other party of such occurrence. Such notification shall include the nature of the illness or accident, the location of the children, and the name of the children's treating physician.

13. PROPRIETY:

- (a) Neither party shall in any way attempt to harass, harm, hinder, decrease, or destroy the natural love of the children for the other parent. Neither parent shall make disparaging remarks or otherwise speak badly of the other parent to another party, to, or in the presence of, the children and both parents shall make every effort to prevent others from doing so. Further, the parties

shall strive to maintain harmonious relations for the benefit of the parties' children.

- (b) Neither party shall be under the influence of alcohol during the custodial/visitation period, or when in the presence of the minor children.
- (c) Neither party shall at any time allow an unrelated person of the opposite sex, or any unrelated person of the same sex with whom the parent may have an extra-friendly or romantic relationship, or with whom that parent may be involved with intimately, to remain with that party after 10:00 p.m. when the children are present.

14. TELEPHONE ACCESS: Each party shall have reasonable telephone access with the minor children while in the physical control of the other parent. The children shall also have reasonable telephone access to both parents at all reasonable times. Each party shall provide the other party with the address and telephone number where the minor children may be located during their respective custodial/visitation periods.

15. NOTICE: Except as provided with respect to the extended summer time custodial/visitation period specified hereinabove, no advance notice shall be required of the parent exercising his or her custodial/visitation period. However, that party shall notify the other party, as soon as practicable, if that party is unable to visit with the children at the scheduled time and place.

16. SCHEDULING OF CHILDREN'S ACTIVITIES: Neither party shall schedule activities for the minor children which will preclude the other party from having the children with him or her at times and places set forth hereinabove. In the event that it is necessary to schedule activities for the children, the parties shall jointly confer and make joint decisions concerning those activities as much as possible, and it shall be the responsibility of the party who is exercising his or her custodial/visitation period to transport the children to those activities. The scheduling of activities shall not be utilized to deprive either party of any custodial/visitation periods.

17. ACCESS TO INFORMATION: Both parties shall have access to information concerning the children,

including, but not limited to, medical, dental and hospital records, school records, report cards, and any other information concerning the parties' minor children.

This Order shall be deemed to be a release, thereby allowing school officials and/or medical providers to furnish both parties with any of the children's school, medical, dental, hospital or psychological records.

18. CHILDREN'S ACTIVITIES

Both parties are encouraged to be involved in the various activities of the minor children. These include academic, religious, civic (such as scouting or other civic-related organizations), cultural (such as music, theater and the like), athletic (such as sports, hunting and fishing), social, medical and dental treatment of the minor children. The parties shall consult with each other prior to initiating any such major activity with the minor children. The parties shall cooperate with one another in adjusting their schedules to ensure that the children are delivered to and returned from any such activities. The parties shall timely notify one another of any conferences, programs or events related to any such activities of said minor children.

Should the parties be unable to agree on any aspect of the children's activities, the following party is hereby designated as having the primary authority and responsibility regarding each such activity:

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

The party having primary responsibility for said area shall make the final decision. The exercise of this primary authority, however, is in no way intended to negate responsibility of the parties to notify and communicate with each other as set forth above.

In the event no agreement is reached between the parties, the party having the final authority in the area shall be responsible for any expenses associated with the decision made by said party. As an

example, if the mother decides to enroll the children in a private school that the parties cannot agree upon, the mother shall be responsible for any private school tuition.

19. **COUNSELING**: Dr. Jeremy Johnson is hereby appointed as counselor for the two minor children of the parties and in the event either child is referred to Dr. Artie Nelson or any other qualified mental health professional, the parties are hereby ORDERED to comply with said referral and all treatment and recommendations set out on behalf of their children. The parties and their spouses shall sign releases for their own records and for the children's records to be released to and between the counselors to allow these professionals full opportunity to aid and assist the parties, and their children, **Cameron and Alexis**. The parties **SHALL COMMUNICATE** concerning counseling and Plaintiff shall be allowed to participate in counseling sessions should the counselor deem it is in the interest of the child or children.

The children shall continue with their counseling and also obtain an evaluation of their behavioral problems. Defendant shall be responsible for scheduling appointments and shall ensure that the said children be present for all scheduled appointments at the frequency recommended by the counselor. Both Plaintiff and Defendant shall cooperate with the counselor and follow any and all recommendations and treatment plans.

The parties shall present the children for counseling, evaluation and treatment. The parties are Ordered to follow any and all recommendations made by the children's counselor, including but not limited to, the parties' attendance at joint or individual counseling sessions.

5. **PARENT RELOCATION**

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.

6. CHILD SUPPORT

Plaintiff shall pay to the Defendant child support in the amount of Eight Hundred Fifty-four Dollars (\$854.00) per month beginning October 1, 2013, and subsequent payments shall be due and

payable on the 1st day of each month thereafter. Said support shall continue until the children obtain the age of majority, marry or otherwise become self-supporting. This award is in compliance with the guidelines of Rule 32 A.R.J.A. A copy of the Child Support Guideline forms has been filed and made a part of the record in this cause.

An Income Withholding Order for support is hereby made as a separate Order to be entered by the Court entitled "Order of Continuing Income Withholding for Support" pursuant to the Code of Alabama Section 30-3-60, et seq. Said Order shall be entered by the Court and **SHALL BE SERVED** upon the Plaintiff's employer at the time of the entry of the Final Judgment of Divorce.

7. CHILDREN'S MEDICAL

Plaintiff shall provide hospitalization, medical and dental insurance for the benefit of the parties' two minor children until such time as the said children reach the age of majority, marry, or become self-supporting. Each party shall pay one-half (50%) of all non-covered, unreimbursed medical, dental, orthodontic, optical and prescription drug expenses which are reasonably and necessarily incurred on behalf of said minor children. Each party shall reimburse the other party for any such expenses within thirty (30) days from the receipt of the request for reimbursement.

8. MARITAL HOME

The Plaintiff is **AWARDED** the former marital home of the parties located at 179 Ivy Brook Trail, Pelham, Shelby County, Alabama 35124 which legal description is as follows:

Lot 109, according to the survey of Ivy Brook Phase Three,
as recorded in Map Book 28, Page 34, in the Probate Office
of Shelby County, Alabama.

Defendant is divested of any and all right, title and interest she has in said marital home. Plaintiff is herein vested in all rights, title, interest and equity in said real estate and Plaintiff shall

hold the Defendant harmless from any debts associated with said marital home, including but not limited to mortgage(s), taxes, utilities, insurance, etc.

Within sixty (60) days of the date of this Final Judgment of Divorce Defendant shall execute and deliver to Plaintiff a general warranty deed conveying all her right, title and interest in said property over unto Plaintiff.

9. VEHICLES

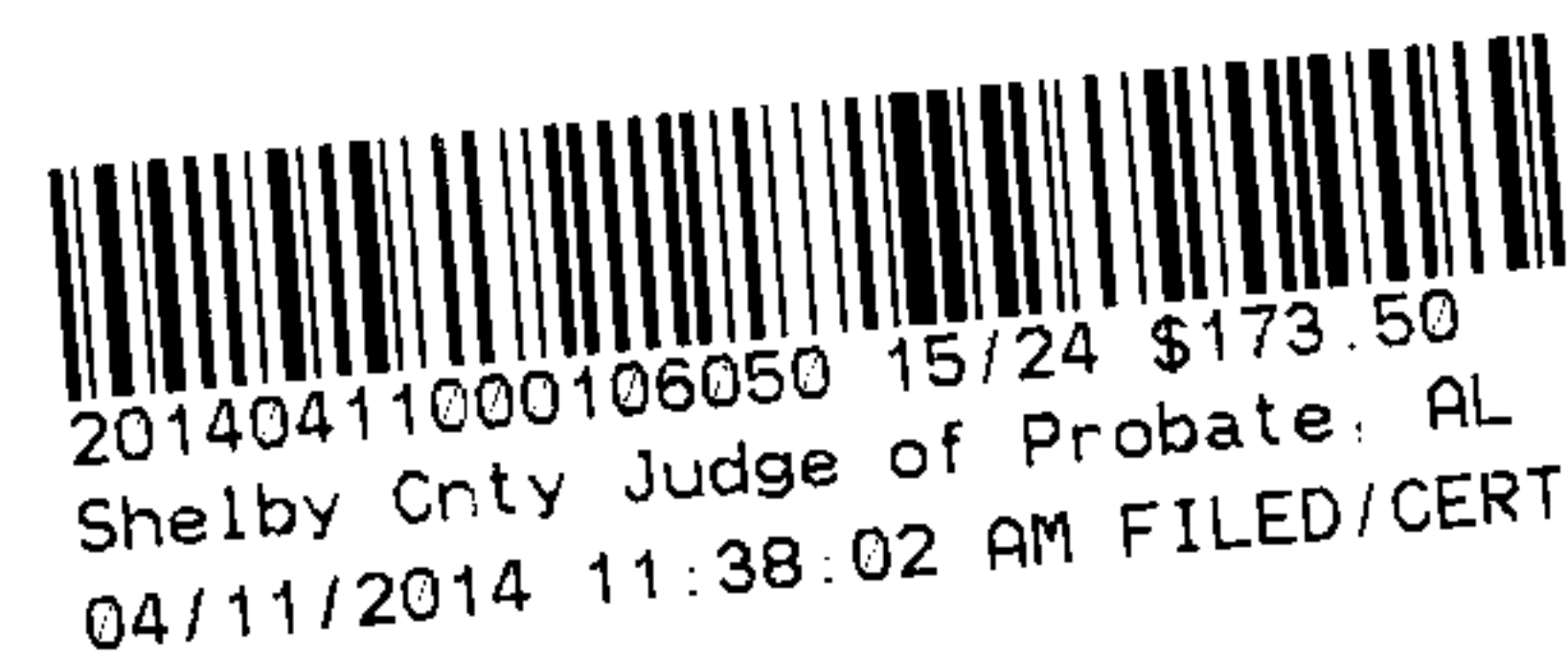
a) The Plaintiff is AWARDED the 2012 Buick Regal automobile in his name and Defendant is divested of any right, title or interest she may have in said automobile. Plaintiff shall be responsible for the indebtedness on said automobile.

b) The Defendant is AWARDED the 2009 Honda Accord automobile. Plaintiff is divested of any right, title or interest he may have in said automobile. Defendant shall be responsible for the indebtedness on said automobile.

c) The 1990 Oldsmobile vehicle is AWARDED to the Plaintiff and Defendant is divested of any right, title or interest she may have in said vehicle.

10. 401K ACCOUNT

Defendant is hereby AWARDED Plaintiff's 401K account with a balance of approximately \$1,642.00. Said transfer is incident to a divorce and it is not intended by this Court to be deemed as taxable to either party, however, the taxability is ultimately a question of the IRS. Should a QDRO be necessary for such transfer to Defendant, said QDRO shall be prepared by Defendant's counsel. The Court shall retain jurisdiction to enter such orders, and amended orders, as may be appropriate and necessary to effectuate this provision.



11. OTHER PERSONAL PROPERTY

The Plaintiff is AWARDED the following personal property:

Master bedroom furniture;
Upstairs Dining room table and chairs;
Upstairs Loveseat, chair, ottoman, both sofa tables, television;
One-half of the Kitchen appliances, pots/pans;
Refrigerator;
Washer and Dryer;
Freezer in garage;
Tool boxes, yard equipment and one-half of the tools;
Patio furniture;
One-half of all TVs in the marital residence except for the one
chosen by Defendant; and
Two (2) bookcases as reflected hereunder.

The Defendant is AWARDED the following personal property:

Downstairs leather sofa, Loveseat, recliner;
Downstairs, pub style table and chairs;
Downstairs oak dresser;
Garage refrigerator;
Green lawn furniture;
Television in spare bedroom downstairs;
Kitchen television;
One (1) TV in the marital home chosen by Defendant;
One-half of the pots and pans;
One-half of the tools;
All of Defendant's clothes;
Jewelry Armoire in master bedroom;
Downstairs lamp;
One-half of kitchen appliances, pots/pans;
One-half of the children's toys, games, etc.; and
Two (2) lamps at Defendant's choice.

All other personal property not specifically enumerated is AWARDED to the party who has possession of same.

12. OVERDRAFT SUMS

The parties shall each be responsible for and pay one-half of any and all overdraft sums of

their joint bank account.

13. **DEBTS**

That the Defendant shall be responsible for her Sallie Mae Student loan; her Mohela Student loan; and her Greater Lakes Student loan.

The Plaintiff shall be responsible for and pay the Regional Finance debt of approximately \$600.00 and the Sears debt of approximately \$1,000.00.

Any and all other debts not heretofore enumerated shall be paid by the party who is responsible for such debt.

The Clerk is directed to serve a copy of this Judgment on counsel for the parties as follows:

Attorney for Plaintiff

Margaret M. Casey
2163 Highway 31 South, Ste 102
Pelham, Alabama 35124

Attorney for Defendant

Ayn Traylor Sadberry
P. O. Box 383
Fairfield, Alabama 35064-0383

DONE and ORDERED this 11th day of September, 2013.



D. Al Crowson,
Circuit Judge

Certified a true and correct copy

Date: 4/10/14



Mary H. Hargis, Circuit Clerk
Shelby County, Alabama

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Shelby Cnty Judge of Probate, AL
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4/2/2014 8:15 AM
58-DR-2012-900548.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

(RECORDING INFORMATION ONLY ABOVE THIS _____)

This Instrument was
prepared by:

R. Shan Paden
PADEN & PADEN
Attorneys at Law
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

JEFFERY DEWAYNE GORDON
179 IVY BROOK TRAIL
PELHAM, AL 35124

STATE OF ALABAMA)

COUNTY OF SHELBY)

20140411000106050 18/24 \$173.50
Shelby Cnty Judge of Probate, AL
04/11/2014 11:38:02 AM FILED/CERT

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of ONE HUNDRED EIGHTY TWO THOUSAND SIX HUNDRED DOLLARS and 00/100 (\$182,600.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, TRACY H. MCCULLOUGH, UNMARRIED and CLARA K. HOLLYFIELD, UNMARRIED (herein referred to as GRANTORS) do grant, bargain, sell and convey unto JEFFERY DEWAYNE GORDON and MELISSA ANN GORDON, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

Lot 109, according to the Survey of Ivy Brook Phase Three, as recorded in Map Book 28, Page 34, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2004 WHICH CONSTITUTES A LIEN BUT ARE NOT DUE AND PAYABLE UNTIL OCTOBER 1, 2005.
2. EASEMENT ON REAR OF UNDETERMINED WIDTH FOR COLONIAL PIPELINE AND 15 FOOT GAS PIPE LINE ON REAR, AS SHOWN BY RECORDED MAP.
3. SUBDIVISION RESTRICTIONS SHOWN ON RECORD PLAT IN MAP BOOK 28, PAGE 34, PROVIDE FOR CONSTRUCTION OF SINGLE FAMILY RESIDENCES ONLY.
4. EASEMENT TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY RECORDED IN INST. 1992-13513.
5. EASEMENT TO COLONIAL PIPELINE RECORDED IN DEED VOLUME 224, PAGE 756.
6. EASEMENT TO ALABAMA POWER COMPANY RECORDED IN DEED VOLUME 247, PAGE 891 AND REAL 183, PAGE 220.
7. EASEMENT TO ALAGASCO RECORDED IN DEED VOLUME 285, PAGE 73 AND DEED VOLUME 285, PAGE 517.
8. EASEMENT TO PLANTATION PIPELINE RECORDED IN DEED VOLUME 254, PAGE 525.

11. COAL, OIL, GAS AND OTHER MINERAL INTERESTS IN, TO OR UNDER THE LAND HEREIN DESCRIBED.
12. BUILDING LINE(S) AS SHOWN BY RECORD MAP.

\$182,600.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, his, her, or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, TRACY H. MCCULLOUGH, and CLARA K. HOLLYFIELD, have hereunto set his, her or their signature(s) and seal(s), this the 9th day of August, 2005.

20140411000106050 19/24 \$173.50
Shelby Cnty Judge of Probate, AL
04/11/2014 11:38:02 AM FILED/CERT

Tracy H. McCullough
TRACY H. MCCULLOUGH

Clara K. Hollyfield
CLARA K. HOLLYFIELD

STATE OF ALABAMA)
COUNTY OF SHELBY)

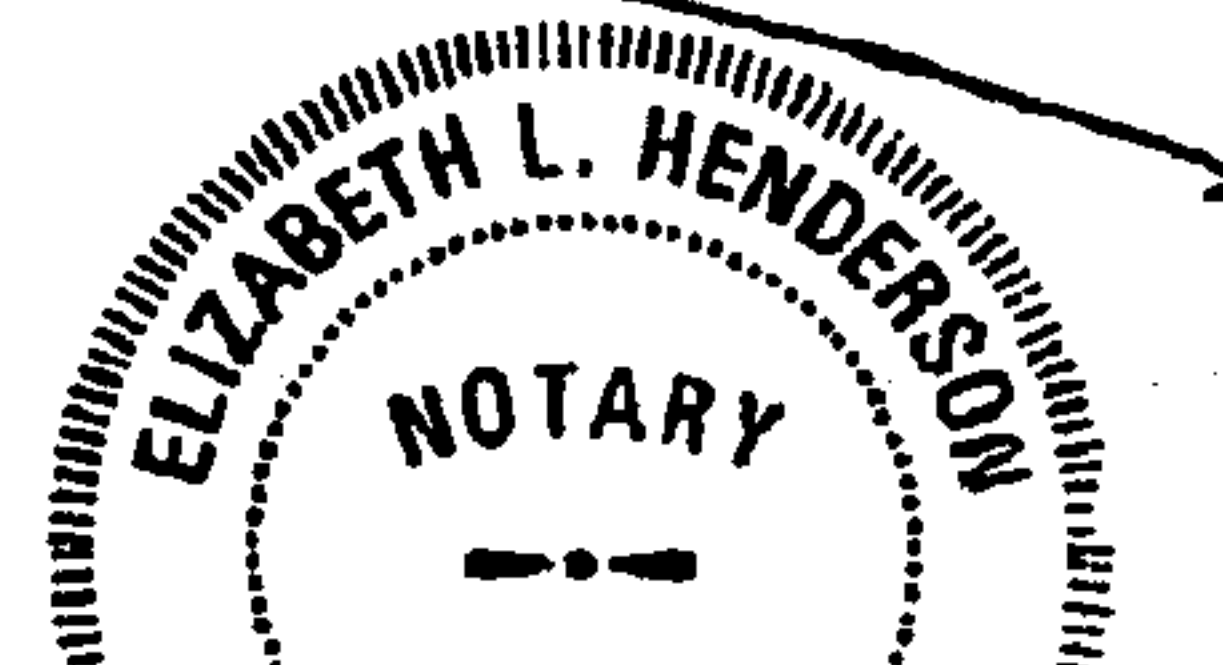
ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that TRACY H. MCCULLOUGH and CLARA K. HOLLYFIELD, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 9th day of August, 2005.

[Signature]
Notary Public

My commission expires: 10-2-05





ELECTRONICALLY FILED
4/2/2014 8:15 AM
58-DR-2012-900548.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

JEFFREY D. GORDON,

Plaintiff,

v.

MELISSA A. GORDON,

Defendant.

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*

CASE NO.: DR-12-900548

MOTION FOR ENTRY OF CLERK'S DEED

COMES NOW the Plaintiff, through counsel, and pursuant to A.R.C.P. 60 and files this Motion for the Entry of Clerk's Deed in and in support of the same would states as follows:

1. That pursuant to paragraph 8 of the Final Judgment of Divorce entered in this case on or about the 11th day of September, 2013, the Plaintiff was awarded the former marital residence home of the parties located at 179 Ivy Brook Trail, Pelham, AL 35124, Shelby County, Alabama and the Defendant was Ordered to execute and deliver a general Warranty Deed within 60 days of the date of said Final Judgment of Divorce conveying the property to the Plaintiff.
2. That despite numerous attempts to effect this provision of said Final Judgment of Divorce, including repeated efforts through counsel, the Defendant has not executed a Warranty Deed conveying the property to the Plaintiff.
3. That the Final Order was entered in this matter on or about February 3, 2014, wherein the parties were ORDERED to abide by all provisions set out in said Final Judgment of Divorce and thereby closing the case for further review.
4. The Defendant is now able to refinance the home. However, he is in need of the executed Warranty Deed in order to complete the refinance.

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Shelby Cnty Judge of Probate, AL
04/11/2014 11:38:02 AM FILED/CERT

5. Your Movant would state that it is in the best interest of the parties and judicial economy that the Court Order the Clerk of Court to Execute and Enter a Clerk's Deed in this matter, thereby conveying all right, title and interest into the former marital residence to the Plaintiff as time is of the essence in this matter.

6. The legal description of said property is as set out following. A copy of the current deed to said property is attached hereto.

*"Lot 109, according to the Survey of Ivy Brook Phase Three,
as recorded in Map Book 28, Page 34, in the Probate Office
of Shelby County, Alabama."*

WHEREFORE, PREMISES CONSIDERED, your Movant respectfully prays that this Honorable Court would direct the Clerk of Court to enter a Clerk's Deed in this case conveying all right, title and interest in and to the former marital residence of the parties to located at 179 Ivy Brook Trail, Pelham, Shelby County, Alabama, 35124.

Respectfully submitted,

/s/Margaret M. Casey
Margaret M. Casey (CAS045)
Attorney for Plaintiff

OF COUNSEL:
KEY GREER HARRISON & CASEY
2163 Highway 31 South, Suite 102
Pelham, AL 35124
205-987-2211 Office
205-403-3492 Fax


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CERTIFICATE OF SERVICE

Gordon v. Gordon
Motion for Entry of Clerk's Deed
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I hereby certify that on this the 1st day of April, 2014, a copy of the foregoing pleading was served via electronic transmission or U.S. first-class mail, postage prepaid, address properly affixed to the following:

Ayn Sadberry, Esq.
PO Box 383
Fairfield, AL 35064-0383

/s/Margaret M. Casey
OF COUNSEL



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CIRCUIT COURT OF
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MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

GORDON JEFFREY D.,
Plaintiff,

V.

GORDON MELISSA A.,
Defendant.

)
)
)
) Case No.: DR-2012-900548.00
)
)
)

ORDER

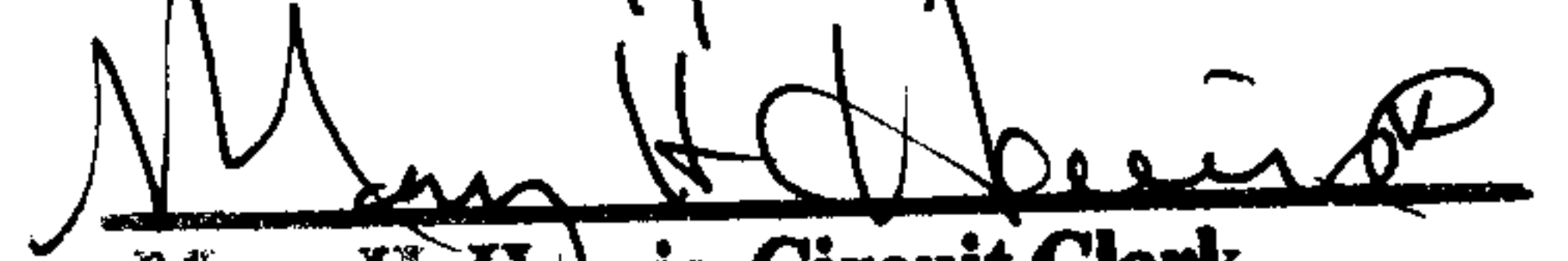
MOTION FOR ENTRY OF CLERK'S DEED filed by GORDON JEFFREY D. is hereby
GRANTED.

DONE this 2nd day of April, 2014.

/s/ COREY B MOORE
CIRCUIT JUDGE

Certified a true and correct copy

Date: 4/10/14



Mary H. Harris, Circuit Clerk
Shelby County, Alabama


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Shelby Cnty Judge of Probate, AL
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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name MARY H. HARRIS
Mailing Address Clerk of Shelby County
106 No. Main Street
Columbiana, AL 35051

Grantee's Name Jeffrey D. Borden
Mailing Address 179 Ivy Brook Trail
Pelham, AL 35124

Property Address 179 Ivy Brook Trail
Pelham, AL 35124

Date of Sale April 10, 2014
Total Purchase Price \$ _____

or
Actual Value \$ _____

or
Assessor's Market Value \$ 180,300⁰⁰



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The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement

☐ Appraisal
☒ Other Assessed Value by Shelby
County Tax Assessor

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 4/11/14

Print MARGARET M. Casey

☐ Unattested
(verified by)

Sign Margaret M. Casey
(Grantor/Grantee/Owner/Agent) circle one

Attorney for Grantee

Form RT-1