



IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

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MIDDLEBROOKS, TERRI DILL \*  
\*  
PLAINTIFF, \*  
\*  
VS \*  
\*  
MIDDLEBROOKS, JOSEPH LEE, \*  
\*  
DEFENDANT. \*

CASE NO.: DR-09-900157

  
20150121000021920 2/20 \$71.00  
Shelby Cnty Judge of Probate, AL  
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**AGREEMENT**

**THIS AGREEMENT** made this the 15 day of MARCH, 2011 by and between **TERRI DILL MIDDLEBROOKS** (hereinafter referred to as the "Wife/Mother/Plaintiff") and **JOSEPH LEE MIDDLEBROOKS** (hereinafter referred to as the "Husband/Father/Defendant").

**WITNESSETH**

**WHEREAS**, the parties have been Husband and Wife since to-wit, May 1, 1987; and  
**WHEREAS**, in consequence of irreconcilable differences, the parties have separated and are now living separate and apart and intend to live separate and apart for the rest of their lives; and

**WHEREAS**, the parties consider it to be in their best interests to settle between them their respective rights as to property rights, dower rights, inheritance rights, support and maintenance, and all other rights of property otherwise growing either out of the marriage relationship existing between them, and which either of them has or may hereafter have or claim to have to any property of every kind, nature and description, real, personal or mixed, now owned by either of them.

**NOW, THEREFORE**, in consideration of the mutual covenants and other good and valuable consideration herein expressed, the parties hereto agree as follows:

**INCORPORATION INTO DECREE.**

1. That in the event a Final Judgment of Divorce is entered in this cause, then it



is agreed that this Agreement shall be incorporated in said decree by reference thereto, subject to the approval of the Court; and it shall be binding and conclusive on the parties.

**EXECUTION OF DOCUMENTS.**

2. Husband and Wife both agree to execute any and all necessary instruments or documents to effect the transfer of any and all property, including real or personal, as may hereinafter be provided for.

**CREDIT.**

3. The parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases that either of them may make after this Agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

**WAIVER.**

4. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title, and interest, consummate and inchoate, in and to the property and estate to the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual, and all other rights by way of dower, homestead, exemption, alimony, or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties do hereby release and discharge the other from any and all control, claims, demands, action, or causes of action, except as to the obligations imposed by this Agreement or by the Court's decree, this being intended as full, final, and complete settlement of the property, marital, and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as may be set out in this Agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.



**ENTIRE AGREEMENT.**

5. This Agreement contains the entire understanding and Agreement between the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character, and value of the other's estate. The law of the state of Alabama shall govern this Agreement in all respects.

**NON-DISCHARGEABILITY.**

6. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

**NON-COMPLIANCE.**

7. Should either party incur any expense or legal fees as a result of the breach of any portion of this Agreement of the Parties by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver, or default of any of the terms in this Agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

**SEVERANCE.**

8. Should the Court hold that any portion of this Agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the Agreement or modified as the Court shall order.

**VOLUNTARY EXECUTION**

9. Each party acknowledges that this Agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this Agreement. Each party acknowledges

  
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that no representation of any kind have been made to him or her as an inducement to enter into this Agreement, other than the representatives set forth herein.

**MODIFICATION**

10. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement, and approved by the Court, if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

**PRIOR TAX LIABILITIES**

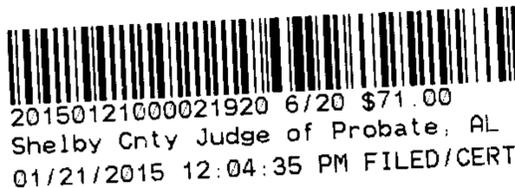
11. If in connection with any federal or state income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by the responsible party based upon whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties, and if so, to what extent. Husband and Wife each represent and warrant to the other that the federal income tax returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deductions for those years.

**CHILD CUSTODY.**

12. There was three (3) children born during the marriage of the parties, namely Jessica L. Middlebrooks, (DOB 11/2/1989) who is over the age of majority, Claire M. Middlebrooks, (DOB: 3/13/92), who is also over the age of majority and Madeline B. Middlebrooks, (DOB: 8/29/94) who is a minor child at the time of the signing of this agreement. As it relates to the minor child of the parties, it is agreed by the parties that it is in the best interest of Madeline Middlebrooks that her care, custody, and control to be vested in the Plaintiff/Mother and her residence shall be with the Plaintiff/Mother. The Father shall have liberal and unrestricted visitation with the minor child in keeping with the schedule and the desires of the minor child and in keeping with the schedule and the desires of the parties.

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In the event the parties are unable to agree, the Father shall have the minimum visitation with the minor child as is set out in Exhibit "A", which is commonly known as "Standard Visitation", the same is attached hereto and made a part hereof by reference, as if fully set out herein.

Further, the Other Provisions, as set out in "Exhibit A" shall apply to all visitation/ custodial time of both parties, as it relates to said minor child.

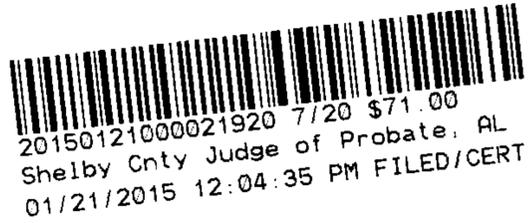
**Both parties agree that it is of utmost importance to each of them that each party shall encourage all their children to honor, respect, and love the other party and neither party shall in any way attempt to harm, hinder, decrease, or destroy the natural love of the children for the other parent. Neither parent shall speak badly to the other parent or of the other parent to the children or in the presence of the children. Both parents will strive to maintain harmonious relations for the parties' children.**

**RELOCATION LANGUAGE.**

13. Alabama law requires each party in this action who has either custody of or the right of visitation with a child to notify other parties who have custody of or the right of visitation with the child of any change in his or her address or telephone number, or both, and of any change or proposed change of principal residence and telephone number or numbers of a child. This is a continuing duty and remains in effect as to each child subject to the custody or visitation provisions of this decree until such child reaches the age of majority or becomes emancipated and for so long as you are entitled to custody of or visitation with a child covered by this Order. If there is to be a change of principal residence by you or by a child subject to the custody or visitation provisions of this Order, you must provide the following information to each other 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, if known.
- (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.

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- (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 (45<sup>th</sup>) 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 10<sup>th</sup> day after the date that you obtain such information.

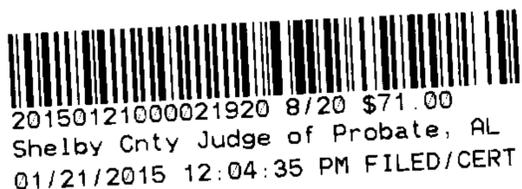
Your failure to notify other parties entitled to notice of your intent to change the principal residence of a child may be taken into account in a modification of the custody of or visitation with the child.

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.

#### **CHILD SUPPORT.**

14. The Father shall continue to pay and maintain the current weekly allowance checks previously paid to each of the children, including the minor child, as child support payments for the support and maintenance of each of the children. The total amount of the same being approximately Two Thousand Three Hundred Eighty-Three Dollars (\$2383.00) Dollars per month. The same has been paid prior to and during the pendency of this action and it shall continue, uninterrupted after the signing of this agreement, until each child reaches the age of twenty three (23), marries or becomes self supporting.

As each child reaches the age of twenty three (23), marries or becomes self supporting, whichever event shall occur first, the same shall be modified to include the allowance as child support for the remaining child/children who have yet to reach that age.



b. That the parties have entered into a fair written agreement establishing the award of child support herein the adequacy of which has been reviewed by the Court. The child support forms concerning the same have been filed with the court and made a part of the record in this matter.

c. That reference is hereby made in this Agreement to a separate Order entitled "Income Withholding for Support", which is specifically incorporated herein as a part of this Court's Order in this cause and this Order/Notice SHALL (NOT) be served, as the children are being supported by direct payment from the Defendant.

The Mother shall have the right to claim two older children and the Father shall have the right to claim younger child as deductions for tax filing purposes until such time as they reach the age of twenty-three (23), marry or becomes self supporting.

**COLLEGE EDUCATION AND POST MINORITY SUPPORT.**

15. The Father shall provide and pay for a four-year college education for the all children of the parties, should said children desire to attend an accredited college or university as a full-time student. The obligations hereunder shall include tuition, academic fees, books, transportation, room and board, provided, however, the above-stated expenses shall not exceed the then prevailing rates at the University of Alabama in Tuscaloosa or Auburn University in Auburn.

The obligation hereunder shall not be terminated by reason of the children attaining majority, but shall be terminated when said children completes a four-year course of study, however, or until each of the children reach their twenty-third (23rd) birthday, whichever is the first to occur.

Further, during such time as each said child is enrolled as a full-time student at said college or university, each said child shall maintain an overall "C" average and shall furnish a copy of all grades to the Mother and Father on a regular basis.

The Father shall receive credit against his college obligation for all scholarship and grant monies received by the children for their college education. In the event of the necessity for the children to obtain financial aid loans to pay for their post-secondary education, the Father shall repay the same as part of his obligation under this provision.

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**MEDICAL AND HEALTH INSURANCE & NON-COVERED MEDICAL EXPENSES**

16. The Defendant hereby agrees and is Ordered and Directed to provide major medical and hospitalization insurance for the use and benefit of the children of the parties, so long as he has a financial obligation to them concerning post minority support.

Further, the Defendant shall pay for any and all medical, dental and optical expenses not covered by said insurance. The Plaintiff or children will provide notice to the Defendant of said non-covered expenses, along with copies of bills received for any medical, dental or optical not paid by insurance within thirty (30) days of the payment of the same and the Defendant shall reimburse said expense within thirty (30) days of his receipt of the notice and documentation.

The Plaintiff shall provide health insurance for herself commencing contemporaneous with the entry of the Final Judgment of Divorce in this matter. After which, she shall hold the Defendant harmless for any cost and expenses associated with the same, together the costs and expenses associated with any future medical treatment for her.

**LIFE INSURANCE BENEFITS**

17. For so long as the Defendant has a financial obligation to the Plaintiff and/or the children, he shall provide and maintain the life insurance that currently in effect on his life at the time of the signing of this agreement, for the benefit of the Plaintiff and children. Further, he shall immediately make the appropriate arrangements to name the Plaintiff and children of the parties as irrevocable beneficiaries thereon and provide proof of said coverage to the Plaintiff at reasonable times as may be requested.

The Defendant shall provide proof of all life insurance policies insuring his life, together with name of the insurance provider and policy numbers and amounts, to the Plaintiff within thirty (30) days of the entry of the Final Judgment of Divorce in this case.

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**REAL PROPERTY.**

18. The Parties have previously made provisions and permanent conveyances of the real property jointly owned by them as set out in paragraphs 9, 10, 11 of Temporary Order in this matter, as entered by the Court, on July 29, 2010, the same states as follows.

*"9. The Plaintiff shall be vested with full interest and title in the lake house located at Lay Lake. The Defendant is responsible for any and all mortgage payment, taxes, and insurance associated with the ownership of this lake house. The parties are precluded from incurring any additional debt on this lake house until the Defendant satisfies the acquisition loan currently out-standing on this property. The current outstanding balance on the loan is approximately Forty-Five Thousand and 00/100 Dollars (\$45,000.00). This amount shall be paid in full by the Defendant within sixty (60) months of the date of this Order. [Temporary Order date of July 29, 2010]. The Plaintiff is vested with full title and interest in the three (3) jet skis currently at the lake house and also the ski boat owned between the parties. Both the jet skis and ski boat are currently free from any lien or encumbrance and they are in proper working order. The Defendant is relieved of any and all obligations regarding the maintenance, upkeep, and use of this property unless the maintenance is associated with his use of the watercraft. The Defendant shall execute a Quit Claim Deed vesting the Plaintiff with exclusive interest in the property within thirty (30) days from the date of this Order. [Temporary Order date of July 29, 2010] The Defendant shall be responsible for the repair of the leak in the roof, electrical problems at the dock and for the cost of concrete repair on the driveway at the lake house. This repair strictly concerns the top part of the driveway where it is broken and damaged, and inspection fo the roof to repair that portion where it is deemed to be necessary to repair the leak.*

10. *The Plaintiff and Defendant have acknowledge that the house located*

  
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on a portion of the property lying contiguous to the marital residence which is currently occupied by the parties of the Plaintiff (approximately 4.5 acres) is now vacated. This property shall be listed with Ms. Nancy McLeod, a licensed real estate agent in the State of Alabama. The parties must agree as to the sales price to be associated with the conveyance of this property. All proceeds derived from this sales shall be applied to the existing loan with Ibernia Bank which currently has a lien on the property. The remaining parcel shall consist of approximately fourteen (14) acres. This parcel of property lies contiguous to the marital residence.

The marital residence shall also be listed for sale immediately with the same real estate agent and the sales price must be agreed upon by the parties. All Proceeds derived from the sale of the marital residence, which has been previously and specifically identified, shall be divided as hereinafter set out between the parties after all costs of sale are deducted. The Defendant shall not be responsible for any repairs on the martial residence without first approving the necessity of said repair and cost associated with said repair. The remaining fourteen (14) acres shall be sold under the identical terms as the martial residence if it is not purchased at the same time which the marital residence is sold. It is the intent of the parties to convey and sell all of their property in Chahaba River Estates with the proceeds being divided between the parties subsequent to all normal sale expenses being deducted from the proceeds, with the Plaintiff receiving sixty percent (60%) and the Defendant receiving forty percent (40%) of the net proceeds. Normal sale expenses are expenses expressly agreed to in the sales contract such as broker's commission, attorneys' fees for representation of each party on the sale, and costs of satisfying any existing mortgage.

11. There is currently fifteen (15) acres owned by either the Plaintiff or the



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*Defendant located at Shelby Springs Subdivision in Shelby County, Alabama. One parcel consists of approximately ten (10) acres and one parcel consists of approximately five (5) acres. The parties shall sign Deeds which shall result in the Plaintiff having fee simple interest in the five (5) acres parcel and the Defendant having fee simple interest in the ten (10) acres parcel, all of which is located in the Shelby Springs Subdivision. The Defendant has represented that there is not mortgage on either parcel of property at Shelby Springs Subdivision and all taxes are hereby paid in full on said parcels of property.*

*The Plaintiff shall execute a Quit Claim Deed and all other necessary documents divesting herself from any interest and liability in the real estate and business entity located in Bessemer, known as Metro Truck & Equipment and investing her interest into the name of the Defendant The Defendant shall hold the Plaintiff harmless from any liability associated with said property and/or business."*

It is the agreement of the parties and the intent of the parties that the previous conveyances, as set out in said Temporary Order, and as hereinabove stated, are a part of this final agreement and that they are permanent in nature.

It is the agreement of the parties and the intent of the parties , that the Plaintiff shall have NO LIABILITY, past, present or future, as it relates to any business interest(s) of the Defendant, specifically Metro Truck & Equipment.

Further it is agreed to by the parties that, in the event the marital residence is not sold prior to September 1, 2012, the Plaintiff shall vacate the marital residence not later that September 1, 2012.

Until such time as she vacates the martial residence, the Plaintiff shall reside exclusively therein with the minor child and older children as they return home from college. The Defendant will continue to be responsible for all mortgage payments, including taxes and insurance, associated with the residence. The Plaintiff will pay the utility bills associated with the residence, with the exception of the natural gas utility bill, which shall



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be paid by the Defendant. The parties shall work together to maintain the pool, the grounds, and the property of the residence, pending its sale. The Defendant shall be responsible for the costs and expenses of said maintenance.

In the event there is deficit equity, at the time of the sale of the marital residence and property, the Defendant is responsible for payment of the same, and he does agree to hold the Plaintiff harmless therefrom.

### **ALIMONY.**

19. The Defendant shall continue to pay to the Plaintiff, as periodic alimony, the sum of One Thousand Two Hundred Fifty Dollars (\$1250.00) per week. The same has been paid prior to and during the pendency of this action and it shall continue, uninterrupted after the signing of this agreement. The same shall be paid thereafter, each week, until the first to occur of the following events: the Defendant's death, the Plaintiff's death, the Plaintiff's remarriage, or the Plaintiff's commission of those acts contemplated by 1975 Code of Alabama 30-2-55, or as otherwise provided by law.

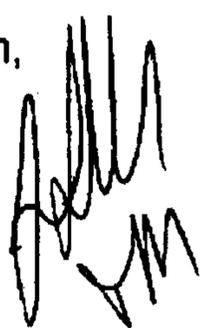
20. The Husband shall pay to the Wife as alimony in gross the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), within sixty (60) months of the entry of Final Judgment of Divorce in this cause. The Defendant shall pay to the Plaintiff the sum of Two Thousand Five Hundred Dollars (\$2500.00) at the time of his signing of this agreement with the remaining balance to be paid in monthly increments, thereafter, at the rate of not less than Two Thousand Five Hundred Dollars (\$2500.00) monthly,.

21. Future Alimony awards and/or modification are reserved for further Orders of the Court.

### **PERSONAL PROPERTY.**

22. The Wife is vested with full possession, right, and title to all household furniture, furnishings, goods, wares, and appliances of the parties that are located at her lake home and at the martial residence. The Husband is divested of any interest therein,

  
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with the exception that the Husband is awarded full possession, right, and title to the trophy case and contents, the gun cabinet and contents, the weight machine, the treadmill and the Defendant's mother's piano. Said items awarded solely to the Defendant, to be his and his alone.

The Husband is vested with full possession, right, and title to all household furniture, furnishings, goods, wares, and appliances now in his possession and the Wife is divested of any interest therein.

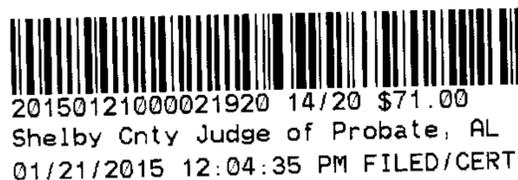
23. All items of personal or real property currently in the Wife's name or belonging solely to her (except as specifically referred to in this Agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, retirement plans, business interests, partnerships, insurance policies, books, and the like, shall be her sole property, and the Husband hereby renounces any interest that he may have therein.

24. All items of personal or real property currently in the Husband's name or belonging solely to him (except as specifically referred to in this Agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing, accessories, securities, retirement plans, business interests, partnerships, insurance policies, books, and the like, shall be his sole property, and the Wife hereby renounces any interest that she may have therein.

**VEHICLES, WATERCRAFT, TRAILERS, ATV's**

25. Wife shall have clear title, awarded solely to her, of the horse trailer, the Kabota mule, the Jet Skis and Boat at the lake house. The Husband is divested of any right, title, possession and/or ownership to the same. The Wife shall be responsible for future expense and costs associated with the same.

26. Husband shall be responsible for all indebtedness, together with all other costs for the automobiles currently in the possession of, and being driven by, the Plaintiff and children.



The Husband shall pay for and maintain said vehicles, inclusive of maintaining comprehensive and liability insurance for the vehicles.

The Husband's responsibility to the Plaintiff, hereunder, shall terminate upon his conveyance of clear title to the vehicle that the Plaintiff is driving, to her, the same being a Lincoln MKX.

The Husband's responsibility to the children hereunder, shall terminate upon his conveyance of clear title to the vehicle that each is driving, to each of them or upon each child reaching their twenty-third (23rd) birthday, whichever is the last to occur.

**ANIMALS, VETERINARY EXPENSES, EQUINE, HORSE SHOW & RODEO EXPENSES**

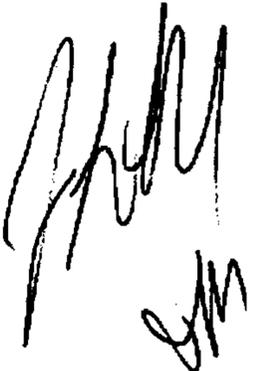
27. Future veterinary expenses incurred by the children, together with expenses for showing horses and rodeo expenses shall be the responsibility of the Defendant, so long as the same are pre-approved by the Defendant. The children shall confer directly with the Defendant concerning the same, in order for the Defendant to pre-approve said expenses. The Plaintiff shall be held harmless from payment of the veterinary expenses and expenses for showing horses and rodeo expenses that have been pre-approved by the Defendant.

Future veterinary expenses incurred by the Plaintiff, together with expenses for showing horses and rodeo expenses incurred by her, shall be the sole responsibility of the Plaintiff, and the Defendant shall be held harmless therefrom.

**BUSINESS ENTITIES.**

28. Each party is awarded, solely all right, title, ownership and possession of the business entities, in any, that are in their individual names. The other party is divested of any and all right, title, possession and ownership thereto. Further each party is held harmless from any and all liability, including financial liability, resulting from loss associated with the business entities of the other.

  
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**DEBTS.**

29. Each party will be responsible for the debts in their individual name. Each party shall indemnify and hold the other harmless therefrom. Both parties agree and acknowledge that there are no joint debts of the parties, now existing, with the exception of the indebtedness associated with the marital residence and property.

**ACCOUNTS.**

30. Each party shall be awarded their respective accounts, including bank accounts, business accounts, retirement accounts, investment accounts and any other financial accounts, in their individual name, possession and/or under their individual control at the time of the signing of this agreement.

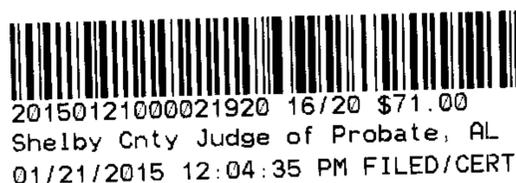
**MISCELLANEOUS.**

31. Each party shall execute any and all documents necessary to effectuate the terms of this agreement including, but not limited to, deeds, bills of sale, certificates of title, tax forms, real estate contracts, and the like.

32. Each party hereto releases the other from all claims, liabilities, debts, obligations, actions, and causes of action of every kind that have been incurred relating to or arising from the marriage between the parties. However, neither party is relieved or discharged from any obligation under this agreement or under any instrument or document executed pursuant to this agreement.

**ATTORNEY FEE/COURT COSTS.**

33. The Husband shall pay five thousand dollars (\$5,000.00) to Margaret M. Casey as attorney fees for her representation of the Plaintiff in this matter. Said sum shall be paid directly to Margaret M. Casey, Esquire, Key, Greer, Harrison & Casey, 2163 Highway 31 South, Suite 102, Pelham, Alabama 35124 within ninety (90) days of the date of the signing of this agreement



*[Handwritten signature]*

*[Handwritten signature]*

Court costs herein shall be taxed as paid.

**MUTUAL RELEASE.**

34. For the sole and only consideration of the terms of this Agreement, the undersigned parties do fully release and discharge the other party of and from every claim, demand and cause of action which that person now has against the other party for any and all injuries or causes of action sustained or incurred by that party prior to the date of this Agreement. However, it is intended by the parties that this release shall not in any manner release them from any of the obligations under this Agreement or the orders of this Court with respect to any obligations.

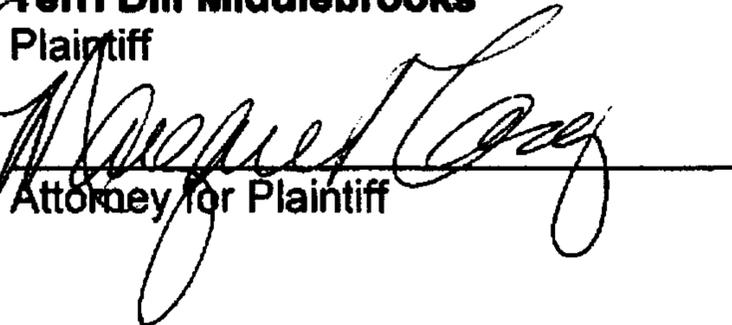
**ACKNOWLEDGMENT.**

35. Each party acknowledges that he or she has read the foregoing Agreement, has consulted with an attorney of his or her own choosing, and that he or she understands the terms thereof and has executed the same voluntarily. In many cases, this agreement represents a compromise of the parties. Further the parties acknowledge that no tax advice was requested of or received from legal counsel of record for either party in this matter. And that, further, the parties were each advised by legal counsel to seek the advice of a competent tax professional concerning the individual tax consequences of this agreement.

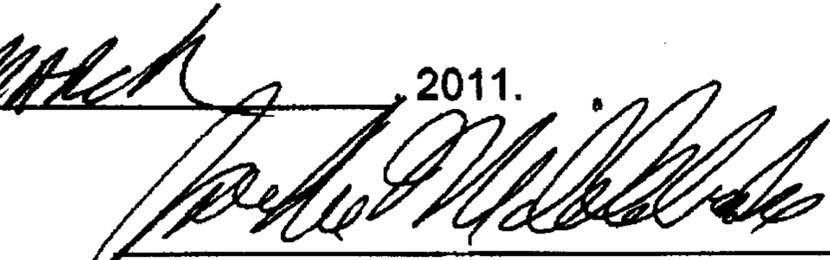
DATED this the 15 day of March, 2011.



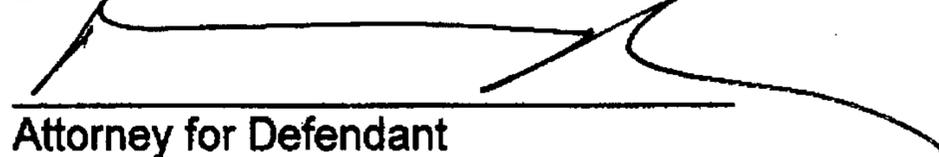
**Terri Dill Middlebrooks**  
Plaintiff



Attorney for Plaintiff



**Joseph Lee Middlebrooks**  
Defendant



Attorney for Defendant

  
20150121000021920 17/20 \$71.00  
Shelby Cnty Judge of Probate, AL  
01/21/2015 12:04:35 PM FILED/CERT





For EFT/EDI instructions, contact the EFT/EDI office at the website listed below. **If paying by check, make check payable to: ALABAMA CHILD SUPPORT PAYMENT CENTER (ACSPC) Include this Remittance Identifier with payment:**

Send check to: P O BOX 244015 MONTGOMERY, AL 36124-4015.

FIPS code (If necessary): \_\_\_\_\_

Signature (if required by State or Tribal law): W. H. Bastick III

Print Name: William H. Bastick III

Title of Issuing Official: Circuit Judge

If checked, you are required to provide a copy of this form to the employee/obligor. If the employee/obligor works in a State or for a Tribe that is different from the State or Tribe that issued this order, a copy must be provided to the employee/obligor even if the box is not checked.

### ADDITIONAL INFORMATION FOR EMPLOYERS AND OTHER INCOME WITHHOLDERS

State-specific information may be viewed on the OCSE Employer Services website located at:  
<http://www.acf.hhs.gov/programs/cse/newhire/employer/contacts/contacts.htm>

**Priority:** Withholding for support has priority over any other legal process under State law (or Tribal law if applicable) against the same income. If a Federal tax levy is in effect, please notify the contact person listed below.

**Combining Payments:** You may combine withheld amounts from more than one employee/obligor's income in a single payment to each agency/party requesting withholding. You must, however, separately identify the portion of the single payment that is attributable to each employee/obligor.

**Reporting the Pay Date:** You must report the pay date when sending the payment. The pay date is the date on which the amount was withheld from the employee/obligor's wages. You must comply with the law of the State (or Tribal law if applicable) of the employee/obligor's principal place of employment with respect to the time periods within which you must implement the withholding and forward the support payments.

**Employee/Obligor with Multiple Support Withholdings:** If there is more than one Order/Notice against this employee/obligor and you are unable to fully honor all support Orders/Notices due to federal, State, or Tribal withholding limits, you must follow the State or Tribal law/procedure of the employee/obligor's principal place of employment. You must honor all Orders/Notices to the greatest extent possible, giving priority to current support before payment of any past-due support.

**Lump Sum Payments:** You may be required to report and withhold from lump sum payments such as bonuses, commissions, or severance pay. Contact the agency or person listed below to determine if you are required to withhold or if you have any questions about lump sum payments.

**Liability:** If you have any doubts about the validity of the Order/Notice, contact the agency or person listed below. If you fail to withhold income as the Order/Notice directs, you are liable for both the accumulated amount you should have withheld from the employee/obligor's income and any other penalties set by State or Tribal law/procedure.

(Ala.Code 1975, Section 30-3-69)

**Anti-discrimination:** You are subject to a fine determined under State or Tribal law for discharging an employee/obligor from employment, refusing to employ, or taking disciplinary action against an employee/obligor because of a child support withholding.

(Ala.Code 1975, Section 30-3-69)

**Withholding Limits:** You may not withhold more than the lesser of: 1) the amounts allowed by the Federal Consumer Credit Protection Act (CCPA) (15 U.S.C. 1673(b)); or 2) the amounts allowed by the State or Tribe of the employee/obligor's principal place of employment. Disposable income is the net income left after making mandatory deductions such as: State, Federal, local taxes, Social Security taxes, statutory pension contributions and Medicare taxes. The Federal limit is 50% of the disposable income if the obligor is supporting another family and 60% of the disposable income if the obligor is not supporting another family. However, that 50% limit is increased to 55% and that 60% limit is increased to 65% if the arrears are greater than 12 weeks. If permitted by the State, you may deduct a fee for administrative costs. The support amount and the fee may not exceed the limit indicated in this section.



Employee/Obligor's Name: Josephe Lee Middlebrooks  
Order Identifier: DR-09-900157

Case Identifier: Middlebrooks v. Middlebrook  
Employer's Name: Metro Truck & Trailer

**Arrears greater than 12 weeks?** If the *Order Information* does not indicate whether the arrears are greater than 12 weeks, then the employer should calculate the CCPA limit using the lower percentage.

For Tribal orders, you may not withhold more than the amounts allowed under the law of the issuing Tribe. For Tribal employers who receive a State order, you may not withhold more than the lesser of the limit set by the law of the jurisdiction in which the employer is located or the maximum amount permitted under section 303(d) of the CCPA (15 U.S.C. 1673 (b)).

Depending upon applicable State law, you may need to take into consideration the amounts paid for health care premiums in determining disposable income and applying appropriate withholding limits.

**Additional Information:**

**NOTIFICATION OF TERMINATION OF EMPLOYMENT:** You must promptly notify the Child Support Enforcement agency and/or the person listed below by returning this form to the correspondence address if:

This person has never worked for this employer.

This person no longer works for this employer.

Please provide the following information for the terminated employee

Termination date: \_\_\_\_\_ Last known phone number: \_\_\_\_\_

Last known home address: \_\_\_\_\_

Date final payment made to the State Disbursement Unit or Tribal CSE agency: \_\_\_\_\_

Final payment amount: \_\_\_\_\_ New employer's name: \_\_\_\_\_

New employer's address: \_\_\_\_\_

**CONTACT INFORMATION**

**To employer:** If the employer/income withholder has any questions, contact Mary H. Harris, Circuit Clerk  
by phone at 205-669-3777, by fax at \_\_\_\_\_, by email or website at: \_\_\_\_\_

Send termination notice and other correspondence to:

**To employee/obligor:** If the employee/obligor has questions, contact Mary H. Harris, Circuit Clerk  
by phone at 205-669-3777, by fax at \_\_\_\_\_, by email or website at \_\_\_\_\_

IMPORTANT: The person completing this form is advised that the information may be shared with the employer/obligor.

  
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