



**IN THE CIRCUIT COURT OF ST. CLAIR COUNTY, ALABAMA
(ASHVILLE DIVISION)**



20150707000228490 1/10 \$41.00
Shelby Cnty Judge of Probate, AL
07/07/2015 10:33:28 AM FILED/CERT

TAMI MILLER SKINNER,

Plaintiff

v.

BRIAN EUGENE SKINNER,

Case No. DR-11-900007

2015 7171
Shelby Cnty Judge of Probate
ST. CLAIR COUNTY, AL
07-07-2015 10:33:28 AM

FINAL JUDGMENT OF DIVORCE

THIS CAUSE came on for Final Hearing upon the Pleadings and Proof of the Parties, and upon consideration of the Pleadings and evidence presented before the Court, the following Order is entered and it is

ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

1. That the bonds of matrimony heretofore existing between the parties be and hereby are dissolved, and the Plaintiff, Tammy Miller Skinner, hereinafter referred to as Wife, and the Defendant, Brian Eugene Skinner, hereinafter referred to as Husband, are divorced each from the other on the grounds of incompatibility.
2. That neither party shall marry again except to each other until sixty (60) days after the date of this Judgment of Divorce, and if an appeal is taken (which must be instituted within forty-two (42) days from this Judgment or from the date that a post-trial motion is denied) then neither party shall again marry except to each other during the pendency of the appeal.
3. That the costs of this action are hereby taxed as paid.

JOINT CUSTODY

4. That the parties are awarded joint legal and physical custody of the remaining minor child of the parties, namely: Alyssa Skinner whose date of birth is September 6th, 1999 (Anna Skinner is now 19 years old). The Wife shall be designated as the primary physical custodian and shall provide the primary residence for said minor child. The parties agree that joint custody means shared parental responsibilities and requires both parents confer so that major decisions affecting the health and welfare of the child will be jointly determined. Husband and Wife agree to keep each other meaningfully informed of the child's school progress, health matters and the like. The Husband shall exercise his periods of custody with said minor child at reasonable times and places as arranged between the Husband and the child and shall also have phone communication with her.



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RELOCATION OF CHILD

5. 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/her address or telephone number, or both, and of any change or proposed change of principal residence and telephone 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 and/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:

- (1) The intended new residence, including the specific street address, if known.
- (2) The mailing address, if not the same as the street address.
- (3) The telephone number or numbers at such residence, if known.
- (4) If applicable, the name, address, and telephone number of the school to be attended by the child, if known.
- (5) The date of the intended change of principal residence of a child.
- (6) A statement of the specific reasons for the proposed change of principal residence of a child, if applicable.
- (7) A proposal for a revised schedule of custody of or visitation with a child, if any.
- (8) 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 30 days of receipt of the notice or the relocation will be permitted.

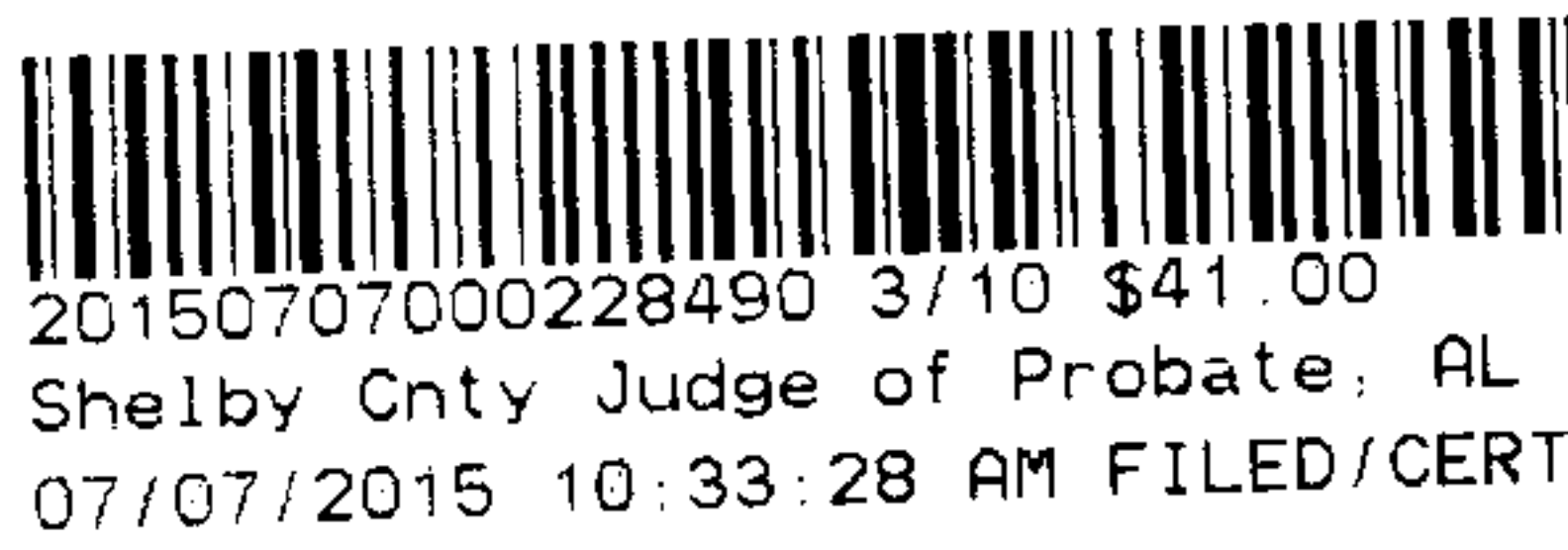
You must give notice by certified mail of the proposed change of principal residence on or before the 45th day before a proposed change of principal residence. If you do not know and cannot reasonably become aware of such information in sufficient time to provide a 45-day notice, you must give such notice 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 a principal residence of a child within 30 days after receipt of notice of the intent to change the principal residence of the child, the change of principal residence is authorized.

SUPPORT AND MAINTENANCE

6. That the Husband shall pay to the Wife for the support and maintenance of the minor child of the parties the sum of One Thousand One Hundred Twenty-One Dollars (\$1,121) beginning on Feb. 1st, 2015 and continuing each month thereafter until such time as said child attains the age of

[illegible]

majority, marries, or becomes self-supporting, whichever sooner occurs. Husband shall pay one-half of the child support amount on the 1st day of each month and one-half of the child support payment on the 15th day of each month.

The child support amount ordered herein exceeds the guidelines of basic support obligation as ordered by the Supreme Court. Because the Court has determined from the evidence that Husband's adjusted gross income has exceeded the uppermost limit of the child support schedule, the child support amount shall be as ordered.

INCOME WITHHOLDING ORDER

7. That the Income Withholding for Support Order being entered in this cause shall not be served as the Husband is self-employed and shall pay the support directly to the Wife as same comes due.

MEDICAL INSURANCE FOR CHILD

8. That the Husband shall provide, pay all premiums due thereon and keep in full force and effect a policy of health, hospitalization and major medical insurance for the use and benefit of the minor child of the parties until the child attains the age of majority. The Husband shall provide the Wife with proof of the existence of said coverage within thirty (30) days of the Final Judgment of Divorce and furnish appropriate cards for Wife's use. The Defendant shall be responsible for payment of all necessary non-covered medical, dental, doctor, orthodontic, optical, and prescription drug expenses not covered by said policy incurred on behalf of the child so long as the child is covered under said policy. The Wife shall be responsible for paying all non-covered expenses at the time of incurring such expense, and the Husband shall reimburse the Wife for said expenses(s) within thirty (30) days of his receipt of any documents of services and payment.

LIFE INSURANCE

9. That the Husband shall maintain life insurance on his life with a face amount of One Hundred Thousand Dollars (\$100,000) naming the minor child as beneficiary thereof until such time as the minor child attains the age of majority, marries, or becomes self-supporting, whichever sooner occurs. Husband shall in no way encumber the insurance policy described in this paragraph and shall pay all premiums as they become due thereon. Further, the Husband shall provide to the Wife proof of the existence of said policy and the beneficiaries names thereon. The Husband shall upon request of the Wife at all reasonable times, provide proof that said policy is unencumbered and proof of the beneficiaries named thereon.

DEPENDENCY EXEMPTIONS

10. That the Husband shall be allowed to claim the children as dependents for state and federal income tax purposes as long as each child is eligible, until such time as the Wife attains full-time employment for a period of six (6) months of a tax year.

REAL PROPERTY

11. Plaintiff and minor child shall have possession and use of the marital home until it is sold. The marital residence having the address of 421 Murphrees Valley Road, Springville, Alabama 35146, shall be placed on the market for private sale with the Realtor set forth in paragraph 29 herein below and at a reasonable price but not less than ten percent (10%) over tax assessed value unless otherwise lowered by the Court as provided in paragraph 28 herein below or by agreement of the parties. The dining room table and chairs and built in cabinet in the dining room shall be sold with the residence. When said residence is sold, the proceeds of sale shall be applied as follows:

a. to the payment of costs of sale, including real estate commission, closing costs and expenses to put the house in a saleable condition;

b. to payment of the outstanding first mortgage and equity line-of-credit and remaining marital debt as found by this Court's Order of October 16th, 2012 (\$19,000 less payments).

c. to repayment to either party for any expenses paid by him/her for necessary repairs required by a lender to said residence to put same in saleable condition; (Husband shall have reasonable access to the residence to accomplish those repairs).

d. the remaining proceeds for said sale shall be divided 60% to Plaintiff and 40% to Defendant.

In the event said residence is unsold at the end of one (1) year following the entry of the Final Judgment of Divorce herein, either party shall have the right to petition the Court to hold a public sale upon affidavit by either party that said residence is unsold, and each party shall be a competent bidder at the same. The proceeds from sale shall then be distributed as set forth above. If the residence is sold at public sale, it shall be sold for such amounts as necessary to satisfy all outstanding indebtednesses thereon. It is the express Order of the Court that neither party can buy the other party's interest unless they shall satisfactorily release the other party from such indebtedness.

Pending a sale, but not to exceed a period of one year, Husband shall pay and be responsible for the payment of the outstanding mortgage indebtedness, equity line-of-credit payments and property insurance as same come due on said property and shall indemnify and hold the Wife harmless from payment of same. The Wife and child shall have the exclusive use and occupancy of said residence pending a sale and shall keep the residence in showable condition. Wife shall be responsible for the payment of the utilities and other expenses associated with said residence pending the sale. In the event the Wife abandons said property for more than thirty (30) days, the Husband has the right to take possession to ensure the protection of the asset.

12. The real property, including equipment and supplies, located in Argo and Harpersville upon which the drive-in theaters are situated shall be immediately placed on the market for private sale with a Realtor as agreed upon between the parties and at a reasonable price but not less than ten percent (10%) over tax assessed value unless otherwise lowered by the Court. Proceeds from the sale of both drive-ins shall be placed in the closing attorney's escrow account and applied to the outstanding indebtedness owed for the real and personal property thereon. After all said indebtedness on both drive-ins has been paid in full, then the parties shall equally divide any remainder in the closing attorney's escrow account. Husband shall operate said drive-ins until sold and shall provide Plaintiff with a periodic accounting upon demand.

13. That the real properties located in Springville, Alabama, referenced by the parties as "the old Methodist Church property", having the address of 6468-6480 U.S. Hwy 11 (Main St.), Springville, Alabama 35146, shall be immediately placed on the market for private sale with a Realtor as agreed upon between the parties and at a reasonable price but not less than ten percent (10%) over tax assessed value unless otherwise lowered by the Court as provided herein below. Proceeds from the sale of said properties shall be placed in the closing attorney's escrow account and applied to the outstanding indebtedness owed to Metro Bank for said properties, including the Crawford Skinner Agency building, until paid in full. The parties shall equally divide any remainder in the closing attorney's escrow account. Pending a sale, the Husband shall pay and be responsible for the payment of the outstanding indebtedness due on said properties, and he shall be entitled to receive any rents received thereon to use toward the payment of said indebtedness.

14. Concerning the following properties, the Court Orders the following:

A. That the Wife is awarded the real property having the address of 3864 County Road 24, Springville, Alabama 35146 (referred to the parties as the "mountain property" and which is paid for), and the Husband is divested of any interest therein. Husband shall forthwith execute a quitclaim deed conveying all of his right, title, and interest in said property to the Wife forthwith. Wife is entitled to all future rent proceeds from said property currently in the amount of Seven Hundred Fifty Dollars (\$750) per month.

B. That the Husband is awarded the real estate having the address of 6412-6414 U.S. Hwy. 11 (Main St.), Springville, Alabama 35146, upon which the Crawford Skinner Agency is situated and parking lot attached thereto, and the Wife is divested of any interest therein, but conditioned on Husband paying to Wife alimony in gross as set out in paragraph 24(b) of this Order. The Wife shall execute the necessary documents to convey any interest she has in said property to the Husband forthwith. Said property will be paid for upon a sale of "the old Methodist Church property" set forth in paragraph 13 above.

15. Concerning the following properties, the Court Orders the following:

A. That the garden home having the address of 99 Village Springs Cove, Springville, Alabama 35146, is hereby confirmed in the Husband, and the Wife is divested of any interest therein. Husband shall pay and be responsible for the outstanding mortgage indebtedness due on said property and shall indemnify and hold the Wife harmless from payment of same.

B. That the Wife is awarded all right, title, and interest in all ten (10) cemetery lots, and the Husband is divested of any interest therein. The parties shall execute any documents necessary to effectuate this provision.

16. That the real estate purchased at tax sales by the Husband (as shown by the evidence) shall be sold at private sale at the best reasonable price the agent can obtain, and the net proceeds shall be divided equally between the parties.

BUSINESS INTEREST

17. That the Husband is awarded all right, title, and interest in and to the Crawford Skinner Agency located in Springville, Alabama, and the Wife is divested of any interest, conditioned on Defendant paying to Plaintiff alimony in gross as set out in paragraph 24(b) of this Order.

PERSONAL PROPERTY

18. That the Wife is awarded all right, title, and interest in the Chevrolet Suburban, and the Husband is divested of any interest therein. If necessary, the Husband shall sign title to said vehicle over to the Wife forthwith.

19. That the Husband is awarded all right, title, and interest in Jeep (driven by Anna) and Mini Cooper vehicles, and the Wife is divested of any interest therein. The Wife shall execute any documents necessary to convey any interest she has in said vehicles to the Husband forthwith.

20. That the Wife is hereby awarded all contents in the marital residence, and the Husband is divested of any interest therein except that the Husband is awarded the recliner (given to him for Father's Day) and side table thereto and DataBank gun safe. Parties shall make arrangements for Husband to retrieve said property within thirty (30) days.

21. That the Husband is awarded all contents located at his garden home and in the real properties on Main Street, Springville, Alabama described above, and Wife is divested of any interest therein.

22. All other items of personal or real property currently in the Husband's name and/or possession (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.

23. All other items of personal or real property currently in the Wife's name and/or possession (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.

PERIODIC ALIMONY AND ALIMONY IN GROSS

24(a). That the Husband shall pay to the Wife the sum of \$1,200 Dollars per month as alimony commencing on February 1st, 2015 and continuing on the First day of each month thereafter, pending further Orders of the Court. The Husband's obligation hereunder shall terminate upon the Wife's death, the Husband's death, the Wife's remarriage, or the Wife's commission of those acts contemplated by ALABAMA CODE SEC. 30-2-55 (1975).

24(b). The Husband shall further pay to the Wife as alimony in gross the sum of \$162,000.00 payable at \$1,500.00 each month for 108 months. Pending payment in full of this sum, said alimony in gross shall constitute a lien against Defendant's real property until paid. Husband shall pay 1/2 of said sum on the 1st day of each month and 1/2 is due on the 15th of each month commencing March 1st, 2015.

DEBTS

25. All debts of the marriage incurred by either of the parties prior to the date of the Final Judgment of Divorce and not set forth herein or by the Court's prior Orders shall be the responsibility of the party in whose name the debt stands and each shall indemnify and hold harmless the other party from payment of same.

ATTORNEY FEES

26(a). The Plaintiff shall have and recover from Defendant the sum of \$30,000, as approximately one half of her alleged attorneys' fees, for the benefit of her attorneys in this cause. The sum of \$10,000 is due within sixty (60) days and the balance within nine (9) months from date of this Judgment.

26(b). The Defendant is DIRECTED and ORDERED to pay the balance of the Guardian Ad Litem fee of \$1,000 to Angela Walker Slaten instantler.

26(c). The Defendant is also DIRECTED and ORDERED to pay the balance of any remaining fee of Kevin Andrews, the expert who testified in this cause.

PRIOR ORDERS

27. This Court by Prior Order in this cause dated October 16th, 2012 awarded Judgment in favor of Plaintiff and against Defendant in the sum of \$7,938.33 representing past due marital debts. This Judgment is confirmed in this Order less any payments by Defendant since said date. The balance of marital debt of approximately \$18,000, less payments to date, shall be paid from the net proceeds of sale of the marital residence set out in Paragraph 11 of this Judgment.

MISCELLANEOUS

28. That this Court reserves jurisdiction over the issues regarding the sales price of the real estate ordered herein to be sold in the event a dispute or necessity arises over an appropriate sale price different than what is set forth herein. The remainder of the Final Judgment of Divorce is a final Order, except as otherwise provided in this Order.

29. That Lovejoy Realty in St. Clair County, Alabama shall be used by the parties to sell all real estate and equipment ordered to be sold herein, and each party shall sign the appropriate listing agreements to accomplish same.

30. If a Party is not compliant with this Order or any Prior Orders of this Court and a Petition for Contempt is filed and confirmed by the Court, the contemtor shall be responsible for all Attorneys' Fees and cost incurred.


31. That the Ex Parte Petition for Protection from Abuse Order previously entered in this cause in St. Clair County, Case Number CV-161, and consolidated herewith with no further Orders, is hereby dismissed as no evidence was presented at final trial regarding same. The Clerk of the Court shall send a copy of this Order to the appropriate law enforcement agencies and further shall close the Protection from Abuse/Domestic Violence Order on the State Judicial Information Service.

EXECUTION OF DOCUMENTS

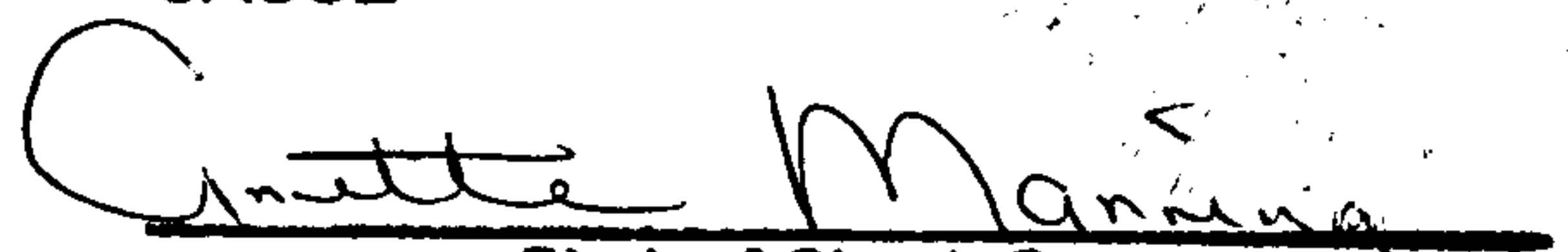
32. That each party is ORDERED and DIRECTED to execute all documents of any type that may be necessary or expedient for the consummation of the provisions of this Judgment.

DONE AND ORDERED this the 12th day of January, 2015.

/S/ WILLIAM W. CARDWELL
SPECIAL CIRCUIT JUDGE


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Shelby Cnty Judge of Probate, AL
07/07/2015 10:33:28 AM FILED/CERT

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AND CORRECT COPY OF THE ORIGINAL
DOCUMENT IN THE ABOVE STATED
CAUSE


Cinette Manning
Clerk of Circuit Court
St Clair County Alabama

2015 7/17/2
CLERK OF CIRCUIT COURT
ST. CLAIR COUNTY, ALABAMA
11-20-2015 10:33:28 AM



**IN THE CIRCUIT COURT OF ST. CLAIR COUNTY, ALABAMA
(ASHVILLE DIVISION)**

TAMI MILLER SKINNER,

Plaintiff

v.

BRAIN EUGENE SKINNER,

Defendant.

Case No. DR-11-900007

2015 01 12
Circuit Court of St. Clair County, Alabama
Annette Manning, Clerk
59-DR-2011-900007-00

**AMENDED ORDER TO FINAL JUDGMENT
OF JANUARY 12TH, 2015**

This cause came on for hearing on Motions to Alter, Amend or to Reconsider the Court's Final Judgment dated January 12th, 2015. Upon consideration of said Motions, the Court AMENDS the Judgment Order as follows:

- A. The balance of marital debt referenced in Paragraph 11(b) and 27 of said Final Decree (\$18,000.00 less payments) shall be deducted only from Defendant's share of the proceeds of property ordered sold. Said amount shall be paid over to Plaintiff to satisfy the Court's prior Judgment.
- B. The Defendant shall be responsible for any deficiency that may occur resulting from any property ordered sold and shall save and hold Plaintiff harmless from any liability thereon.
- C. In addition to the Insurance Policy required in paragraph 9 of the Final Decree, the Defendant shall purchase and maintain an unencumbered policy of life insurance in the sum of \$216,000.00 naming Plaintiff as beneficiary until alimony in gross has been paid in full.
- D. Defendant husband shall provide Plaintiff a written accounting each month of the Argo and Harpersville businesses and all rental property.
- E. Defendant husband, at his expense, shall execute a statutory warranty deed to Plaintiff, wife, conveying the 3864 County Road 24, Springville, AL property.



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Shelby Cnty Judge of Probate: AL
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F. Defendant husband, at his expense, is **DIRECTED and ORDERED** to execute and deliver to Plaintiff a deed conveying a 1/2 (one half) interest in all tax sale property.

G. Paragraph 17 of said Final Decree is amended to provide that Plaintiff, wife, shall have a security interest and Judicial Lien of all property of the Crawford Skinner Agency pending payment of all alimony in gross.

H. Pending sales of marital assets ordered by this Court, the Defendant husband shall not further encumber said assets without joint agreement of Plaintiff and Defendant.

I. All property ordered to be sold by the provisions of said Final Decree shall be listed with a realtor to be agreed upon by the Plaintiff and Defendant. If the Parties cannot agree and upon notice to the Court, the Court will select the agent.

J. Article 24(b) of the Final Decree is hereby vacated and amended as follows:

The husband shall further pay to the wife as alimony in gross the sum of \$216,000.00 payable at \$2,000.00 each month for 108 months. Pending payment in full of this sum, said alimony in gross shall constitute a lien against all of Defendant's real property until paid. First payment is due June 1st, 2015 and the first of each month thereafter until paid.

K. Due to a scrivener's error, the Plaintiff's name in paragraph 1 of Divorce Decree previously is designated as *Tammy Miller Skinner*. Article 1 is amended to read as *Tami Miller Skinner*.


All other requested Motions to Alter, Amend or Vacate filed in this cause are hereby **DENIED**.

Done this the 8th day of May, 2015.

I HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF THE ORIGINAL
DOCUMENT IN THE ABOVE STATED
CAUSE

/S/ WILLIAM W. CARDWELL
SPECIAL CIRCUIT JUDGE


Cynthia Manning
Clerk of Circuit Court
St Clair County Alabama


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