



**IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA**

**RICHARD W. GOFF,** )  
 )  
 **Plaintiff,** )  
 )  
 **v.** )  
 )  
 **ELIZABETH HUDSON (formerly GOFF),** )  
 )  
 **Defendant.** )

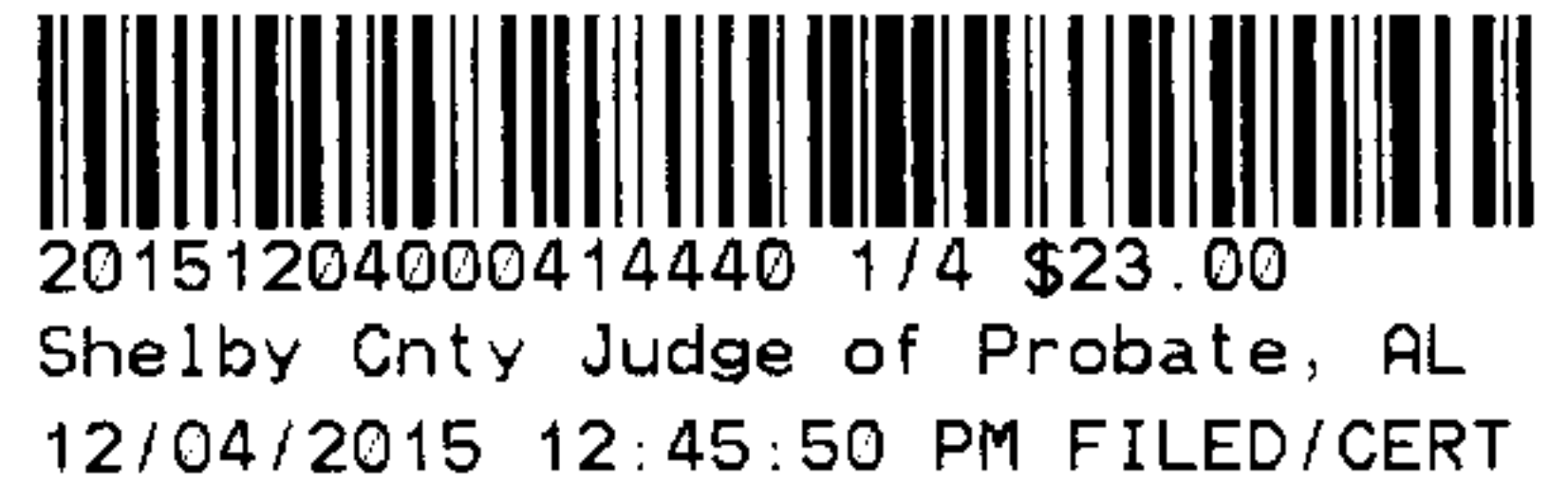
**DR 2006-218.01**

**ORDER**

This matter came before the Court on October 30, 2015 on the Court's mediation docket. The parties, having mediated this matter and having settled same through mediation and having presented a Memorandum Agreement to the Honorable Danny Crowson and having filed same with the Court (Document No 32),

It is hereby ORDERED, ADJUDGED and DECREED as follows:

1. The Defendant/Mother shall have the sole legal and physical custody of the parties' minor children, HENRY GOFF, Date of Birth: May 12, 2000 and Alice Goff, Date of Birth: August 9, 2002.
2. The Plaintiff/Father's visitation, with the minor children, by any means, shall occur at the discretion of the children. However, on the first Sunday of each month, the Defendant/Mother shall contact the Plaintiff/Father by telephone and allow and encourage the children to speak to their Father.
3. Should the children choose to have physical visitation with the Plaintiff/Father, said visitation shall occur in the State of Alabama. Prior to the Plaintiff/Father's physical visitation, he shall present the



Defendant/Mother with the results of an alcohol and drug test taken within twenty-four (24) hours prior to said visitation, showing that he has tested negative for both alcohol and any drug for which he does not have a prescription. Visitation shall not take place without a negative test result for both.

4. Neither party shall have overnight guest with whom they are romantically involved while the minor children are present. The Defendant/Mother's fiancé, Harry Findley, shall be excluded from this provision.

5. Neither party shall consume alcohol or take any illegal or illicit drug or any drug for which he/she does not have a prescription while the minor children are in their custody.

6. Beginning in the year 2015, the Defendant/Mother shall claim both minor children as dependents on her state and federal income tax returns. The Plaintiff/Father shall execute any and all documents necessary to effectuate this provision.

7. The Defendant/Mother shall continue to provide the health insurance for the parties' minor children and she shall be responsible for the non-covered expenses for both. The Plaintiff/Father is relieved of any further responsibility for any non-covered medical expenses for the parties' minor children.

8. The Plaintiff owns a house located at 5537 Parkview Circle, Birmingham, Alabama 35242. The Plaintiff has represented that this property is valued at \$294,900 according to the Shelby County Tax Assessor's Office. There is an outstanding mortgage on said property held by PNC Bank in the amount of approximately \$184,550. The Plaintiff has represented that there are no other outstanding liens and/or encumbrances on the



property. The property is currently listed for sale with a realtor and shall remain listed for sale with a realtor until such time as it is sold.

9. Pending the sale of the property located at 5537 Parkview Circle, Birmingham, Alabama 35242, the Plaintiff is to make timely payments on the mortgage and taxes and keep insurance in place on the property and home.

10. The property located at 5537 Parkview Circle, Birmingham, Alabama 35242 is to be listed at a price to be determined by a realtor. The Plaintiff shall accept any offer on the property within \$10,000 of the asking price. At no time shall the property be listed for an amount less than the fair market value of same.

11. Upon the sale of the property located at 5337 Parkview Circle, Birmingham, Alabama, and after the payment of the realtor's fees, closing cost and the mortgage on the property held by PNC Bank, the Plaintiff/Father shall pay to the Defendant/Mother the sum of Seventy Seven Thousand Three Hundred Ninety Seven and 00/100 Dollars (\$77,397.00). Said sum represents a compromised agreement, satisfying the Plaintiff/Father's past, present and future obligations for child support for the parties' minor children and the non-covered medical expenses of the children.

12. A lien in the amount of Seventy Seven Thousand Three Hundred Ninety Seven and 00/100 Dollars (\$77,397.00) shall be filed with the Probate Court of Shelby County, Alabama, on the Plaintiff's property located at 5537 Parkview Circle, Birmingham, Alabama 35242.

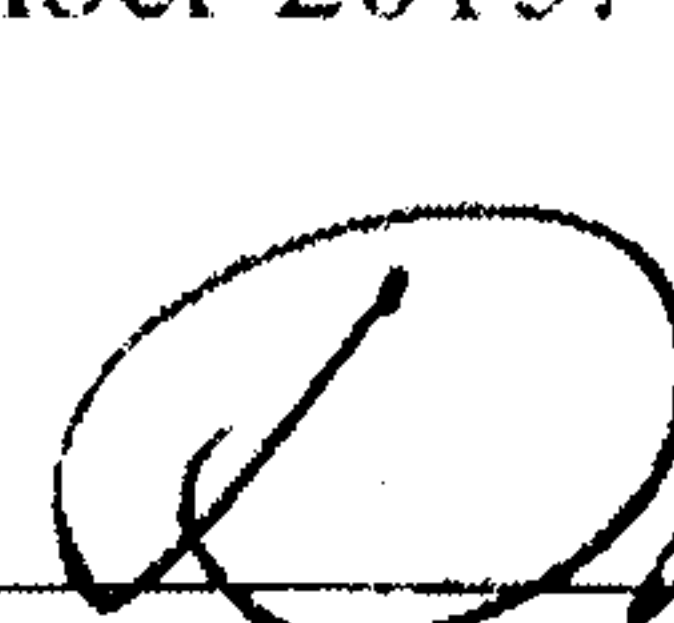
13. In the event there is not enough money from the sale of the property located at 5537 Parkview Circle, Birmingham, Alabama 35242, to satisfy the Plaintiff/Father's obligation in the amount of Seventy Seven Thousand


Three Hundred Ninety Seven and 00/100 Dollars (\$77,397.00), the Plaintiff/Father shall immediately begin making monthly payments due on or before the 1<sup>st</sup> day of each month and continuing each month thereafter, in the amount of One Thousand One Hundred Sixty Three and 15/100 Dollars (\$1,163.15), until any balance is paid in full. Any outstanding balance shall accrue interest at the rate of 7.5% and the Plaintiff/Father shall have the right to pay any balance in full at any time.

14. All other provisions not modified herein shall remain in full force.

15. Costs taxed as paid.

DONE this the 10<sup>th</sup> day of November 2015. **Certified a true and correct copy** Date: 12/04/15

  
Mary H. Harris, Circuit Clerk  
Shelby County, Alabama  
CIRCUIT JUDGE

  
20151204000414440 4/4 \$23.00  
Shelby Cnty Judge of Probate, AL  
12/04/2015 12:45:50 PM FILED/CERT