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CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY,
DOMESTIC RELATIONS DIVISION

JASON ROGERS

Plaintiff,

VS.

DEANNA J. ROGERS,

Defendant.

CASE NO: DR-13-900009



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Shelby Cnty Judge of Probate, AL
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FINAL DECREE OF DIVORCE

This cause having come on to be heard, the Court is of the opinion that Plaintiff is entitled to the relief prayed for in the Complaint for Divorce.

It is therefore **ORDERED, ADJUDGED** and **DECREEED** by the Court as follows:

1. That the bonds of matrimony existing between the parties be and the same are hereby dissolved and the said Jason Rogers, is forever divorced from the said Deanna Rogers, for and on account of an irretrievable breakdown of the marriage and incompatibility of temperament between the parties as alleged in the Complaint for Divorce.

2. That the said Jason Rogers and Deanna Rogers are permitted to again contract marriage upon the payment of costs herein, but not until the expiration of sixty (60) days from the entry of this Decree, except to each other; and if an appeal is taken within forty-two (42) days from the entry of this Decree, neither party shall again marry, except to each other, during the pendency of said appeal.

3. That the Agreement executed by Plaintiff and Defendant in contemplation of this divorce action be and hereby is incorporated herein by reference as though set out at this point

verbatim and each and every matter agreed upon therein is hereby expressly ratified by the Court as the Order of the Court in this Decree.

4. 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 the parent is entitled to custody of or visitation with a child covered by this order. If there is to be a change of principal residence by the parent or by a child subject to the custody or visitation provisions of this order, the parent must provide the following information to each other person who has custody or visitation rights under this decree as follows:

- i. The intended new residence, including the specific street address, if known.
- ii. The mailing address, if not the same as the street address.
- iii. The telephone number or numbers at such residence, if known.
- iv. If applicable, the name, address, and telephone number of the school to be attended by the child, if known.
- v. The date of the intended change of principal residence of the child.
- vi. A statement of the specific reasons for the proposed change of principal residence of the child, if applicable.



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vii. A proposal for a revised schedule of custody of or visitation with a child, if any.

viii. Unless the parent is 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.

The parent 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 the parent does not know and cannot reasonably become aware of such information in sufficient time to provide a 45-day notice, the parent must give such notice by certified mail not later than the 10th day after the date that the parent obtains such information.


The parent's failure to notify other parties entitled to notice of the parent's 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 the parent, as the non-relocating party, does not commence an action seeking a temporary or permanent order to prevent the change of 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.

5. The costs of this suit are taxed as paid.

DONE this the 6th day of February, 2013.

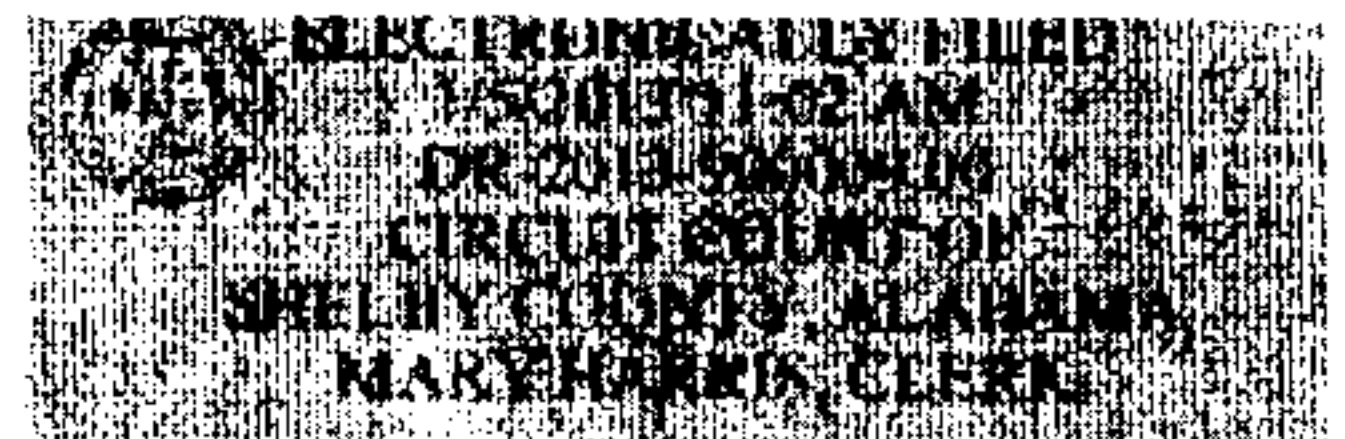
Hamill
CIRCUIT JUDGE


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Certified a true and correct copy

Date: 8-9-17

Mary H. Hamill CO
Mary H. Hamill, Circuit Clerk
Shelby County, Alabama



IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
DOMESTIC RELATIONS DIVISION

JASON ROGERS

Plaintiff,

VS.

DEANNA J. ROGERS,

Defendant.

CASE NO: DR-



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AGREEMENT IN CONTEMPLATION OF DIVORCE

THIS AGREEMENT made and entered into this the 29 day of November,
 2012, by and between Jason Rogers, the Plaintiff in the above-styled cause, hereinafter
 referred to as "Husband", and Deanna J. Rogers, the Defendant in the above-styled cause,
 hereinafter referred to as "Wife."

WITNESSETH:

WHEREAS, Husband and Wife were married on or about July 26, 1997, and they
 have lived together as man and Wife since that time;

WHEREAS, there has been two (2) children born of this marriage namely:
 Kaitlyn Faye Rogers, d/o/b February 17, 1998; and Madison Elizabeth Rogers, d/o/b July
 11, 2000, and the Defendant is not now pregnant;

WHEREAS, the said Husband has filed suit for a divorce from the said Wife in the
 Circuit Court of Shelby County, Alabama;

WHEREAS, it is the desire of the parties hereto to enter into a binding agreement
 as to the custody, visitation, and support of their child, the division, distribution, possession

and ownership of their assets and property, and the responsibility as between the parties, for the payment and ultimate satisfaction of their bills, debts, obligations, and liabilities; and

WHEREAS, the parties desire hereby to resolve, adjust, settle and dispose of all such matters and questions completely, fully and finally.


NOW, THEREFORE, THE PREMISES CONSIDERED, and in further consideration of the mutual covenants, promises, commitments, and agreements hereinafter recited, the parties hereto do jointly, separately and severally agree as follows, and further expressly request of the Circuit Court of Shelby County, Alabama, that this agreement be by it ratified and approved, and thereafter adopted and incorporated by reference in any decree of divorce entered in the divorce to be initiated/now pending, to wit:

1. CUSTODY: It is agreed by the parties that they will share joint legal custody of the minor Children, and the Husband shall be primary physical custodian.

The Husband and Wife understand that joint legal custody means both parties shall retain full parental rights and responsibilities with respect to their Children regardless of which party has physical custody at any particular time. The Husband and Wife agree that joint legal custody means shared parental responsibility and requires both parents to confer so that major decisions affecting the health and welfare of the Children will be jointly determined.

The Husband shall declare Kaityn Faye Rogers as a dependent for federal and state tax purposes. The Wife shall declare Madison Elizabeth Rogers as a dependent for federal and state tax purposes.

2. PARENTING TIME: The parties agree that the Wife shall have visitation/parenting time with the children such reasonable times and places as shall be


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agreed between the parties, with due respect being given to the parties' work schedules and the desires and wishes of the children to spend specific periods of time with either parent. Otherwise, the Wife shall have the following visitation/parenting time:

- A. Every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday.
- B. Every other Wednesday in weeks opposite scheduled weekend visitation from 3:30 pm until 7:30 pm.
- C. Over Thanksgiving holidays in odd-numbered years, from 6:00 p.m. on Wednesday before Thanksgiving until 6:00 p.m. on Sunday following Thanksgiving. The custodial parent shall have the child with him/her over the same Thanksgiving holiday period in every odd-numbered year.
- D. Over Christmas holidays in even-numbered years, from 12:00 noon on the day that school is recessed for Christmas vacation until 12:00 noon on December 26; and, in even-numbered years, from 12:00 noon on December 26 until 12:00 noon on New Year's Day.
- E. Over Spring/AEA holidays in even numbered years from 12:00 noon on Saturday after school is recessed until 6:00 p.m. on the Sunday before school resumes.
- F. For a period of four (4) non-consecutive weeks during the summer months of June, July and August, when school is not in session. This visitation is to be selected by the Non- Custodial parent by written notice to the custodial parent at least thirty (30) days in advance of visitation.
- G. Notwithstanding any conflict with other scheduled visitation as herein provided, the Father shall be entitled to have the children with him on Father's Day from 9:00 a.m. to 6:00 p.m. and the Mother shall be entitled to have the children with her on



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Mother's Day from 9:00 a.m. to 6:00 p.m. Each parent shall further be entitled to have the children with him or her on his or her (the parent's) respective birthdays from 4:00 p.m. to 8:00 p.m. Each parent shall be entitled to spend time with the children on the children's birthdays.

H. In the event of any conflict between the alternate weekend visitation and any holiday, summer, or special visitation periods, the holiday, summer and special visitation periods shall take precedence.

I. Neither parent shall allow any person of the opposite sex, to which he or she is not married or related by blood, to remain overnight or to keep late hours of the night in his or her residence or other place where he/she may be staying, when the minor child is present.

J. Neither parent shall be under the influence of illegal drugs or prescription narcotic drugs, during any visitation/custodial period. Neither parent shall abuse alcohol during any visitation/custodial period.

K. Each parent shall have access to all medical, school, and/or other official records or documentation, including report cards, and other documents relating to the health, education and welfare of the children. Each parent shall have the right to discuss the children's medical conditions with the children's doctors and shall have the right to participate in school activities of the children, including the right to have lunch with the children at school, and to discuss the children's progress in school with the children's teachers. Each parent shall keep the other informed as to any significant illness or injury sustained by the children, and shall notify the other as soon as possible if either child is admitted to the hospital, receives emergency treatment, or is scheduled for surgery. Each



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parent shall be kept reasonably informed as to the location of the children, including plans for extended trips outside of each parent's State of residence. The children shall be kept generally available for telephone communication at all reasonable times.

L. Recognizing that conflict between parents is detrimental to the children, each parent shall support and encourage the relationship of the other parent with the child. Neither parent shall criticize the other nor undercut or call into question the parental authority of the other. Each parent shall use his or her best efforts to support and coordinate mutual policies on discipline, personal habits, and other matters involving the children. Each parent shall insure to the fullest extent possible that his or her home environment provides a consistent and healthy site for raising the children.

4. CHILD SUPPORT:

A. Neither parent shall pay the other any money in support of the minor children. This arrangement is not in compliance with the Alabama Child Support Guidelines, but is agreed to by the parties in anticipation of excess visitation by the Mother and the cost of transportation between Green County, Alabama and Shelby County, Alabama in order to participate in visitation with the children.

B. The Husband shall provide health insurance for the minor children. All co-pays and uninsured medical, dental, orthodontic, and pharmaceutical expenses shall be paid equally (50-50) by the parties. With respect to any medical, dental, orthodontic or other medically related expenses not covered by insurance, the party incurring the expense shall submit a copy of the medical bill and payment receipt to the other party within fifteen (15) days of incurring the expense. The other party shall have thirty (30) days from the date of receipt of such bill and payment receipt to reimburse the party that



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initially incurred the expense. However, when appropriate either party may make arrangements with the provider for partial or monthly payments.

5. SPOUSAL SUPPORT: No spousal support shall be paid by either party.

6. REAL PROPERTY: The Husband shall receive exclusive use and possession of the marital residence located at 701 Old Cahaba Drive, Helena, AL 35080, and the Husband shall be responsible for and pay, as each installment becomes due, any indebtedness and expenses associated with said residence.

Upon execution of this agreement, the Husband shall apply to refinance the home solely in his name. In the event that the Husband is not able to refinance the home solely in his name, he shall annually apply to refinance the home on or before the date of the Final Divorce Decree. At such time that the debt on the marital home has been refinanced solely in Defendant's name, the Wife shall execute any documents necessary, including but not limited to a Quit Claim Deed, to effectuate the transfer of the ownership of said marital residence to the Husband.

7. PERSONAL PROPERTY: The personal property of the parties has been divided between Husband and Wife. The Husband shall have possession of the 2006 Toyota Tundra SR5, and the Husband shall be responsible for and pay, as each installment becomes due, any indebtedness and expenses associated with said vehicle.

8. BANK ACCOUNTS: Husband and Wife have already settled the terms of dividing the funds in their bank accounts.

9. DEBTS: Each party shall be responsible for the payment of his/her individual debts and shall indemnify and hold the other party harmless from the same. It being the intention of the parties hereto that each party shall be responsible for any and all indebtedness



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incurred in their respective names other than as set forth in this document. The Husband shall be responsible for the payment of the parties' student loans.

10. NECESSARY DOCUMENTS: Each party shall execute and deliver to the other party any documents that may be reasonably required to accomplish the intent of this Agreement and to do all things necessary to this end. If either party shall fail to comply with the provisions of this paragraph this Agreement shall constitute an actual grant, assignment, and conveyance of the property and rights in such matters and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

11. ACCEPTANCE OF PARTIES / WAIVERS: Both parties accept these provisions in full and final settlement and satisfaction of all claims for property which one may have against the other. Furthermore, each party fully discharges the other from all such property claims unless otherwise provided in this Agreement. Both parties acknowledge that the terms of this Agreement are fair, adequate, and satisfactory to them and that they have entered into this Agreement after due and deliberate consideration. Both parties accept these provisions in full and final settlement and satisfaction of all claims and demands of one against the other and fully discharge the other from all such claims and demands except as provided in this Agreement.

12. SITUS: This Agreement shall be construed and governed in accordance with the laws of the State of Alabama.

13. PARTIAL INVALIDITY: If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

14. EFFECTIVE DATE: This Agreement shall become binding upon the parties and their respective legal representatives, successors, and assigns immediately following the



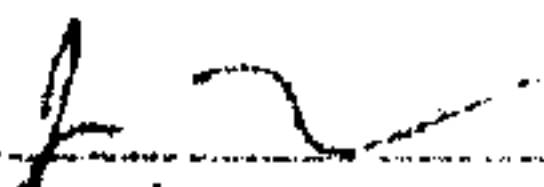
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granting of a divorce in divorce proceedings instituted by either party, provided that the provisions of this Agreement are approved by the Court in which said proceedings are instituted. In the absence of the granting of a Final Decree of Divorce and the approval of the Court, the provisions of this Agreement shall have no effect.

15. SEPARATION: The parties have agreed to separate and shall live separate and apart and shall in no way harass, threaten, intimidate, or otherwise act in any way to embarrass or humiliate the other in the presence of any other person.

16. COURT COSTS: The Plaintiff shall pay all court costs.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the 29 day of November, 2012.



Husband



Wife



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STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said State of Alabama at Large, do hereby certify that Deanna Rogers, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 29 day of November, 2012.

Deborah A. Cealry
Notary Public

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said State at Large, do hereby certify that Jason Rogers, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 29 day of November, 2012.

Deborah A. Cealry

NOTARY PUBLIC

My Commission expires:
11-15-14



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