



ELECTRONICALLY FILED
12/9/2014 11:32 AM
58-DR-2014-900676.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY,
DOMESTIC RELATIONS DIVISION

STACY FIELDS,

PLAINTIFF,

vs.

MICHAEL FIELDS,

DEFENDANT.

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Civil Action No.: DR-2014-900676

FINAL JUDGMENT OF DIVORCE

This cause coming on to be heard at this term, was submitted upon the pleadings and proof; and, upon consideration thereof, the Court is of opinion that the parties are entitled to the relief prayed for in the Complaint.

FIRST: It is therefore **ORDERED, ADJUDGED** and **DECREED** by the Court that the bonds of matrimony heretofore existing between **STACY FIELDS** and **MICHAEL FIELDS** be, and the same hereby are, dissolved, and the said **STACY FIELDS** is forever divorced from the said **MICHAEL FIELDS** for and on account of incompatibility as alleged in the Complaint.

SECOND: It is further **ORDERED, ADJUDGED**, and **DECREED** by the Court that the Agreement of the parties filed in this cause attached hereto, is hereby ratified and approved and made a part of this Decree as if fully set out herein and the parties to this cause are ordered to comply therewith.

THIRD: It is further **ORDERED**, that the said Plaintiff and Defendant be, and hereby are permitted to again contract marriage, but not until after sixty (60) days from the rendition of this Judgment, except to each other; and if an appeal is taken within forty two (42) days from the date hereof neither Plaintiff nor Defendant shall marry again, except to each other, during the pendency of said appeal.

FOURTH: It is further **ORDERED, ADJUDGED** and **DECREED** that costs shall be taxed as paid.

DONE and ORDERED this the 9th day of December, 2014.

/s/WILLIAM H. BOSTICK, III
CIRCUIT JUDGE

Certified a true and correct copy
Date: 7-12-18

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

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

STACY FIELDS,

PLAINTIFF,

vs.

MICHAEL FIELDS,

DEFENDANT.

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Civil Action No.: DR-2014-

AGREEMENT

THIS Agreement is made and entered into by and between STACY FIELDS, (hereinafter referred to as the "Wife" or "Plaintiff") and MICHAEL FIELDS (hereinafter referred to as the "Husband" or "Defendant"),

WITNESSETH

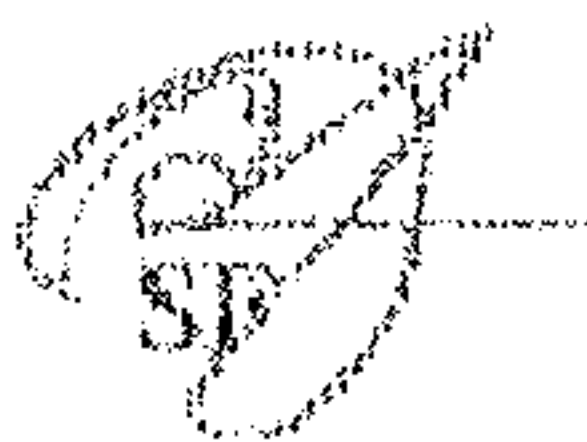
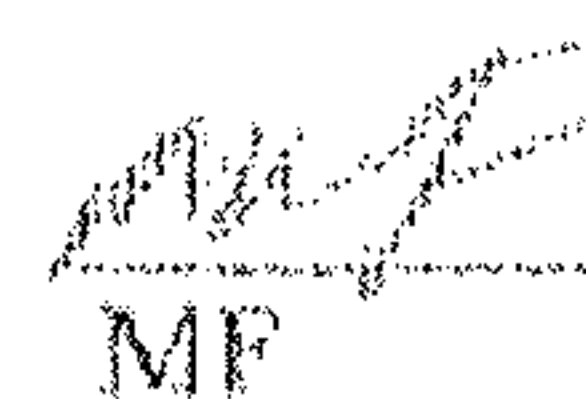
WHEREAS, the parties hereto are lawfully married to each other, but have ceased living together as man and wife because of marital differences; and

WHEREAS, the Wife has filed a Complaint for Divorce in the Circuit Court of Shelby County, Alabama; and

WHEREAS, both parties agree and stipulate that this Agreement makes fair and equitable provisions for the distribution of the assets and debts of the parties; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets and debts; and

WHEREAS, neither party at the time of this Agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or

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condition that would affect their judgment other than the stress normally to be expected in a divorce; and

2 children
WHEREAS, one (1) child was born during the marriage, however, said child has reached the age of majority. The Wife is not pregnant at this time; and

WHEREAS, both parties are voluntarily executing this agreement free of undue influence, duress, and free from any cause, reason, promise, or consideration other than set out in this Agreement.

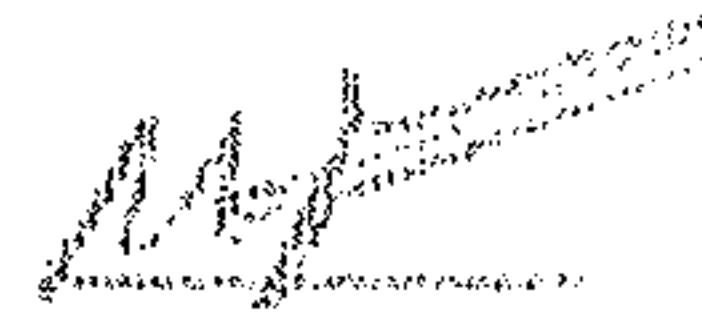
NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein set forth, the parties do hereby mutually agree as follows:

Credit

1. 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 prior hereto. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges, as well as all costs associated with the enforcement of this provision.

Waiver

2. The parties hereto, exclusive of the terms and provisions of this instrument otherwise, each waive all right, title, and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual, and all other rights by way of dower, homestead, exemption,


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alimony, or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions, 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.

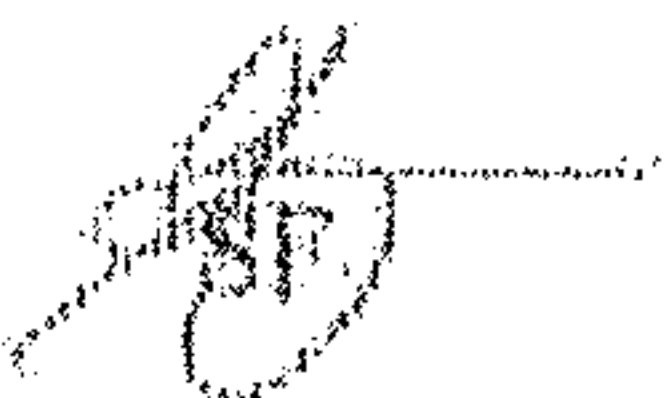
3. Both parties waive any separate and distinct claim to any retirement and/or pension benefit of the other party except as may be otherwise set out by this Agreement specifically herein, although they are aware of their rights regarding any such pensions and retirement benefits.

Entire Agreement

4. 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 in to 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

5. 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(s) is/are a non-dischargeable debt under the bankruptcy code, these obligations being part of the final financial support settlement for both parties.


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Necessary Documents

6. Each party, at the request of the other, will execute and deliver all documents that may be reasonably necessary to give full effect to this Agreement.

Noncompliance

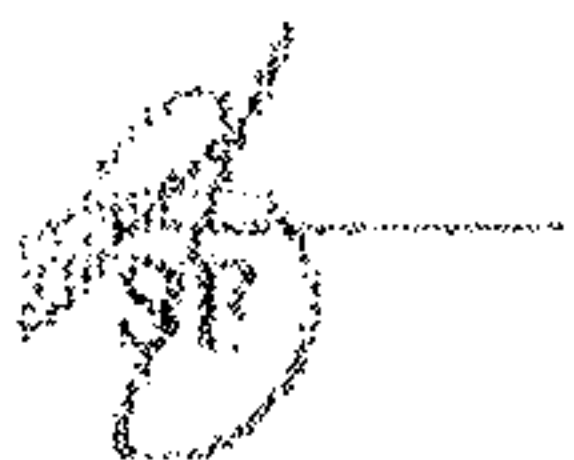
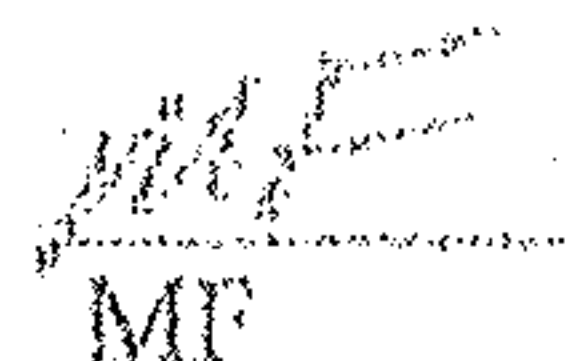
7. Should either party incur any expense or legal fees as a result of the breach of any portion of this Agreement by the other party, the Court shall award a reasonable attorney's fee and suit expenses to the non-defaulting party. No breach, waiver, or default of any of the terms of this Agreement shall 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 remain in full force and effect and the invalid portion shall be struck from the Agreement or modified as the Court shall enter.

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. Each party acknowledges that they have been encouraged to seek the advice of a tax professional. The Plaintiff acknowledges that Crowson, Morrison & Spann, LLC has not given any tax advice to him. In some instances, the Agreement represents a compromise of disputed issues. Each party 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 that no representations of any kind have been made to him or her as an inducement to enter into this Agreement, other than the representations set forth herein.


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Modification

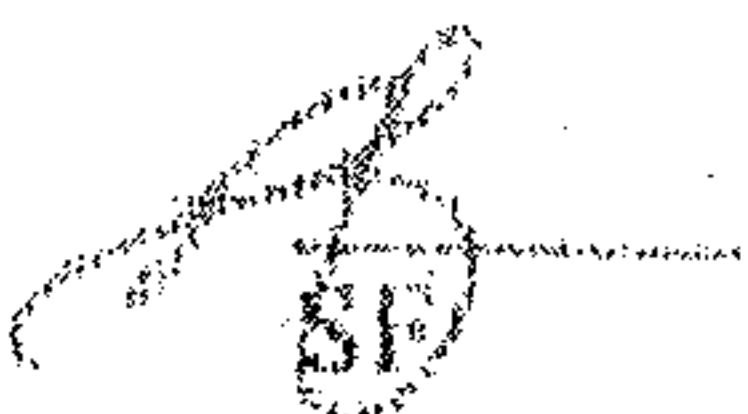
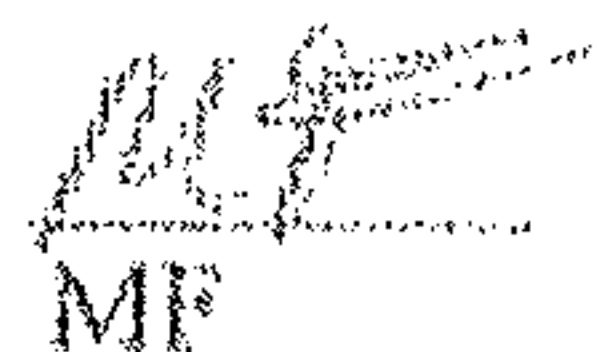
10. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement, and approved by the Court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions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

Tax Liabilities

11. Husband and Wife each represent and warrant to the other that all federal income tax returns heretofore are, in all respects, true, correct and complete and fully and accurately reflect income and deductions for those years. Furthermore, the parties agree and acknowledge that they shall file separate tax returns for the year 2014 and that if there is a deficiency assessed against Husband, then in that event, any refund Wife may be entitled to will be used to compensate Husband for the full amount of any such deficiency. After the deficiency is satisfied, if any, the remaining amount of Wife's refund shall be her sole property. Thereafter, in subsequent years, the amounts ultimately determined to be owing from either party or the refund due to either party shall be borne or received as the sole debt/asset of the party filing said return.

Survivorship and Beneficiaries

12. In the event either party inadvertently fails to execute and submit change of beneficiary forms or terminate and/or cancel any survivorship clauses relating to any real or personal property documents, life insurance policies, annuities, stocks, bonds and any and all other types of policies, account or contracts of any kind whatsoever, this Agreement of the parties shall be accepted as a change of beneficiary form, deleting the other party herein; or this Agreement of the parties shall be accepted and/or substituted for the execution of any necessary


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forms or documents for the termination of survivorship clauses on any jointly-owned property, insurance policies, annuities, accounts, contracts, stocks, bonds, etc., except as to real and personal property, insurance policies, annuities and/or contracts which have been herein addressed and/or divided otherwise specifically under the terms and provisions of this Agreement of the parties.

Alimony

13. Defendant shall pay Plaintiff the sum of one thousand dollars (\$1,000.00) per month until Plaintiff dies, Defendant dies, or the Plaintiff remarries or cohabitates.

Real Property

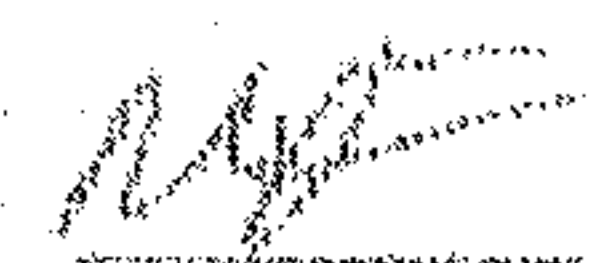
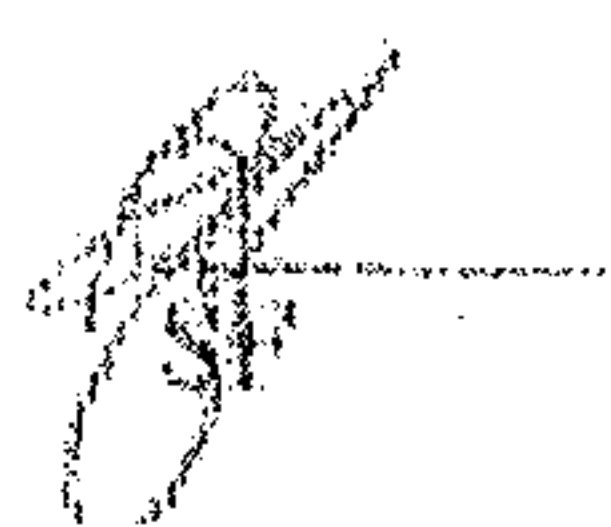
14. The parties agree that the Plaintiff is awarded the marital residence located at 128 Southern Hills, Calera, Alabama 35040 to be hers absolutely and Defendant is divested of any interest he may have therein. Defendant shall be solely responsible for the mortgage owed on said property until it is paid off. Defendant shall pay the same in full no later than in thirty-six (36) months from the date of the Final Judgment of Divorce being entered herein.

Insurance

15. Defendant agrees to pay COBRA for Plaintiff for a term of thirty-six (36) months from the date of the Final Judgment of Divorce. The parties hereto shall each be responsible for their own non-covered medical expenses incurred, including but not limited to, all doctor, hospital, medical, prescription drug, dental, optical care, co-pays, and the like and each party shall hold the other harmless therefrom.

Wife's Property

16. The Wife shall be awarded the following items:


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A. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of Wife or subject to her sole control, except as otherwise indicated herein.

B. All clothing, jewelry, and other personal effects in the possession of Wife or subject to her sole control.

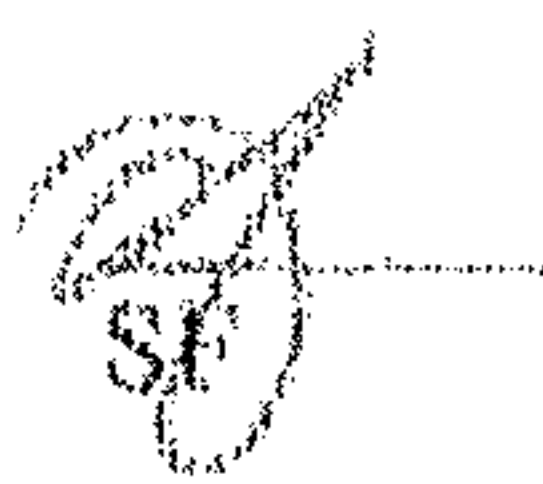
C. All sums of cash in the possession of Wife or subject to her sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in Wife's sole name or from which Wife has the sole right to withdraw funds or which are subject to Wife's sole control.

D. All brokerage accounts, stocks, bonds, mutual funds, and securities registered in Wife's name, together with all dividends, splits, and other rights and privileges in connection with them.

E. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases, thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of Wife's past, present or future employment.

F. All individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in Wife's life.

Husband's Property


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17. The Husband shall be awarded the following items, except as otherwise set out herein:

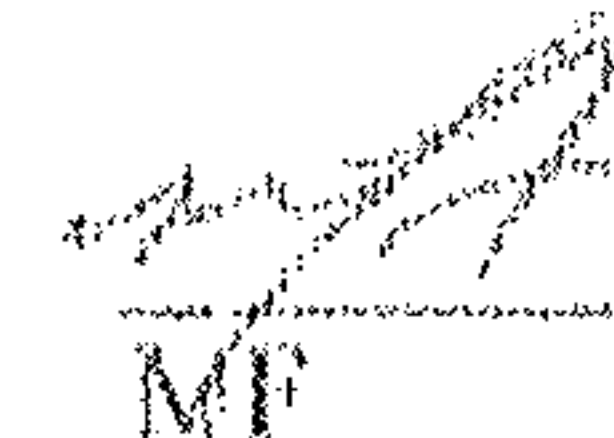
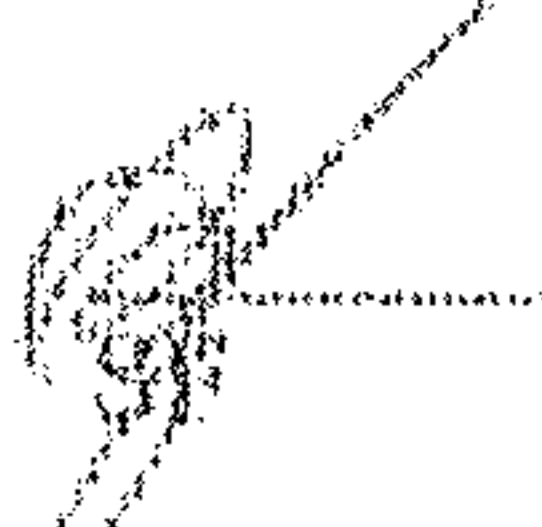
A. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of Husband or subject to his sole control except as otherwise indicated herein.

B. All clothing, jewelry, and other personal effects in the possession of Husband or subject to his sole control.

C. All sums of cash in the possession of Husband or subject to his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in Husband's sole name or from which Husband has the sole right to withdraw funds or which are subject to Husband's sole control.

D. All brokerage accounts, stocks, bonds, mutual funds, and securities registered in Husband's name, together with all dividends, splits, and other rights and privileges in connection with them, EXCEPT that as otherwise set out herein below.

E. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases, thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of Husband's past, present or future employment, EXCEPT that as otherwise set out herein below.


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F. All individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in Husband's life, EXCEPT that as otherwise set out herein below.

Automobiles

18. Wife is awarded all right, title and interest in and to the 2008 Dodge Challenger currently in her possession and she shall be responsible for any balance due on this vehicle, if any, and shall indemnify and hold Husband harmless there from. Further, Wife shall be responsible for paying for and maintaining insurance on said vehicle.

19. Husband is awarded all right, title and interest in and to the 2000 Dodge Ram 3500, 1993 Osh Kosh Motorhome and the 2001 Milenium Trailer that are currently in his possession, and he shall be responsible for the balances due on said vehicles, if any, and shall indemnify and hold Wife harmless there from. Further, Husband shall be responsible for paying for and maintaining insurance on said vehicles.

Debts

20. Wife shall pay any and all debts in her name alone, not specifically set forth herein, and shall indemnify and hold harmless Husband therefrom.

21. Husband shall pay any and all debts in his name alone, not specifically set forth herein, and shall indemnify and hold harmless Wife therefrom.

22. Wife acknowledges that she has disclosed to Husband all existing debts and Husband acknowledges that he has disclosed to Wife all existing debts.

23. On each debt for which a party is responsible, that party shall indemnify and hold harmless the other from expense by reason of any claim resulting from such indebtedness including a reasonable attorney's fee for the enforcement of this indemnification.


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Retirement Accounts

24. (a) The parties agree that the Plaintiff/Wife shall be vested with an interest equal to fifty-percent (50%) of the Defendant's retirement accounts and/or Defendant's 401(k) through his employer. The actual monetary amount of this fifty-percent (50%) interest shall be calculated as the date the Final Judgment of Divorce is entered in this matter.

(b) A Qualified Domestic Relations Order (QDRO) shall be prepared by counsel for the Wife per the specifications of retirement account plan's administrator and the Court reserves jurisdiction to enter the same.

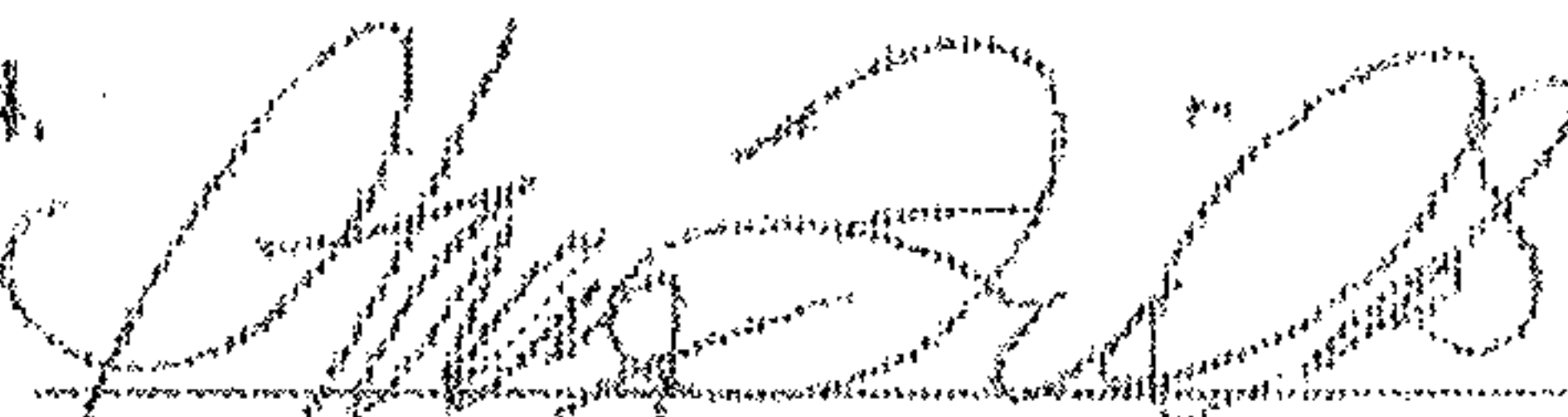
Attorney's Fees

25. Each party shall be responsible for his or her own attorney fees.

26. Court costs shall be taxed as paid.

This Agreement has been made and executed by the parties hereto on the date herein set forth below, in good faith, with full understanding of all of the provisions, and the mutual promise on the part of each party to comply therewith fully and completely.

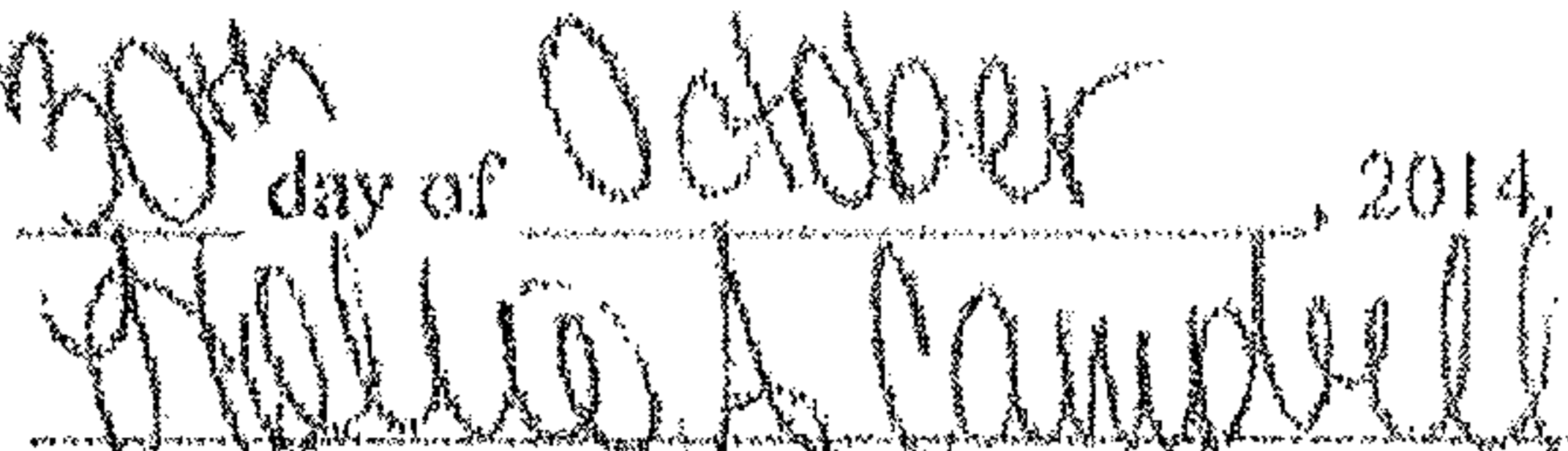
DONE this the 29th day of October, 2014.

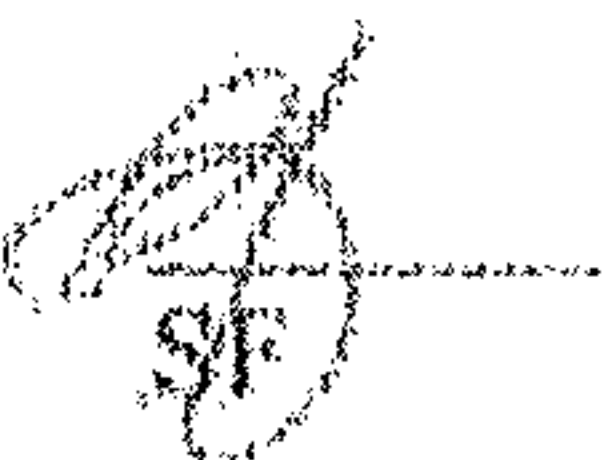

STACY FIELDS

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, the undersigned authority in and for said County and State, personally appeared STACY FIELDS, who is known to me, and who after having been duly sworn, read the contents of the foregoing Complaint and stated under oath that the facts and averments contained therein are true and correct.

Sworn to and subscribed before me, this the 30th day of October, 2014.


NOTARY PUBLIC
My Commission Expires: 4-30-2018


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STATE OF ALABAMA)
 SHELBY COUNTY)

Michael Fields
 MICHAEL FIELDS

Before me, the undersigned authority in and for said County and State, personally appeared MICHAEL FIELDS, who is known to me, and who after having been duly sworn, read the contents of the foregoing Complaint and stated under oath that the facts and averments contained therein are true and correct.

Sworn to and subscribed before me, this the 29th day of October, 2014.

Hollie A. Campbell
 NOTARY PUBLIC

My Commission Expires: 4/30/2018



Filed and Recorded
 Official Public Records
 Judge James W. Fuhrmeister, Probate Judge,
 County Clerk
 Shelby County, AL
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James W. Fuhrmeister

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