

**IN THE CIRCUIT COURT OF SHELBY COUNTY  
DOMESTIC RELATIONS DIVISION**

**DIANNA P. HULON,**

**Plaintiff,**

**vs.**

**JEFF D. HULON, et. al.,**

**Defendant.**



20181214000438010 1/11 \$45.00  
Shelby Cnty Judge of Probate, AL  
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**DR 2004 000046**

**RECEIVED AND FILED  
MARY H. HARRIS  
OCT 20 2004  
CIRCUIT & DISTRICT  
COURT CLERK  
SHELBY CO.**

**FINAL DECREE OF DIVORCE**

This cause coming to be heard by this Honorable Court on September 20<sup>th</sup>, 2004 and there appearing in open Court, the parties and their counsel, and the Court having been advised by the party that the matters in controversy had been settled by and between themselves and said settlement agreement being read into the record and the parties acquiescing to the same, it is hereby **ORDERED, ADJUDGED and DECREED** as follows:

That the bonds of matrimony heretofore existing between the parties are dissolved, and the said **DIANNA P. HULON** and said **JEFF D. HULON** are divorced each from the other.

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. Thereafter, each party may, and they are hereby, permitted to again contract

marriage upon the payment of costs of this suit.

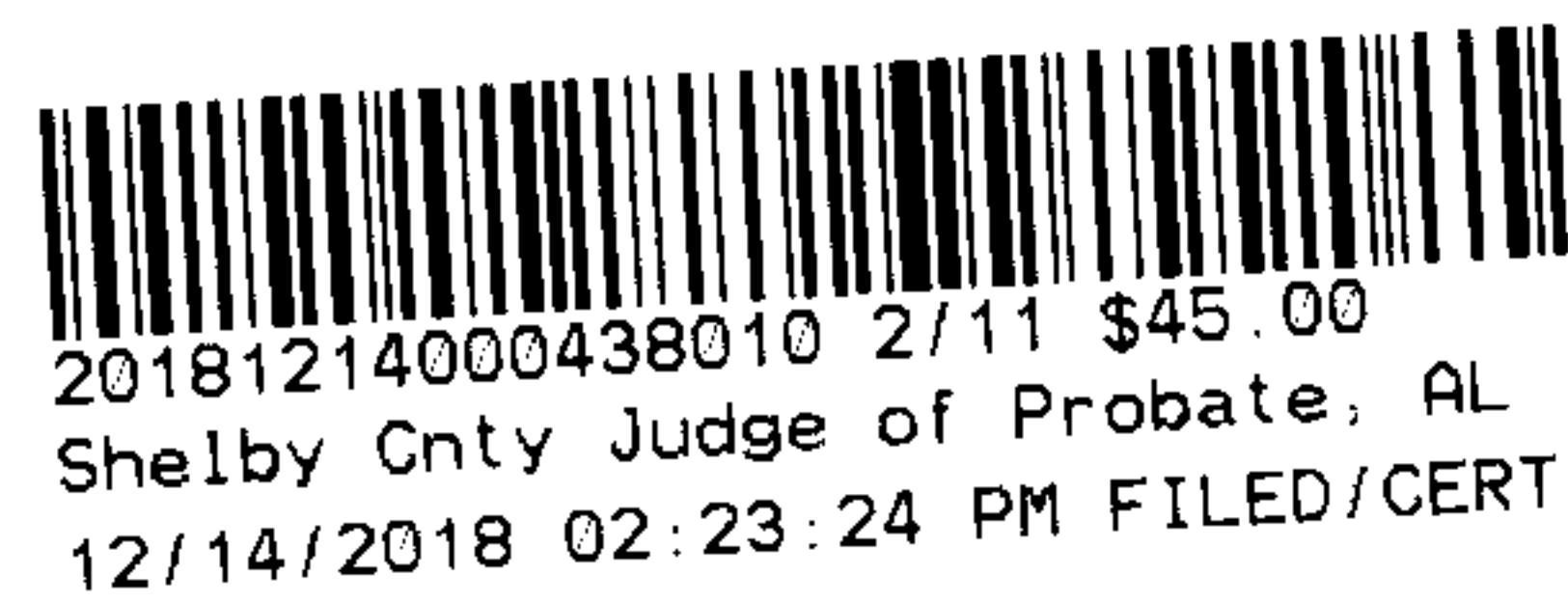
I

**MINOR CHILD**

1. There is one child born of this marriage, namely Alexandra M. Hulon, date of birth, January 8<sup>th</sup>, 1994. The care, custody and control of the minor children of the parties namely is awarded to the Plaintiff Wife. The Plaintiff Wife shall have the income tax deduction for the minor child the parties.

2. The Defendant Father is awarded the following visitation for the minor child, Alexandra M. Hulon, who is over the age of three years.

- (a). The first and third weekends of each month commencing Friday at 6:00 p.m. and returning to the Mother on Sunday at 6:00 p.m.
- (b). Husband will have visitation with the minor child on the 4<sup>th</sup> of July on the even numbered years, Labor Day on the odd numbered years, Memorial Day on the even numbered years ( a day is deemed commencing at 8:00 a.m. and ending at 8: p.m.).
- (c). Husband will have visitation with the minor child during the A.E.A./Spring Break commencing the day school is out at 6:00 p.m. and returning the child to the Plaintiff by the following Wednesday at 12:00 noon.



- (d). The Husband shall have visitation on Thanksgiving Day and the day after on the even numbered years.
- (e) The Husband will have visitation with the minor child during the Christmas holidays commencing December 21<sup>st</sup> and returning the child to the Wife on December 24<sup>th</sup>, by 9:00 p.m.
- (f). Husband will have visitation on Father's Day and on his birthday. Husband may have visitation with the minor child on the child's birthday for a period of three hours.
- (g). The parties agree to any and all other visitation on which they can agree and which is mutually beneficial to the minor child.
- (h). The party with the overnight visitation with the minor child will not have overnight company of the opposite sex not related by blood or marriage.
- (i). The parties will not disparage or speak in any manner critical of the other parent to the child.

#### HEALTH INSURANCE

The Husband will maintain health insurance coverage on said minor child. If this



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coverage should change, Husband will provide the cost of child portion of said coverage.

### CHILD SUPPORT

1. The Husband will pay to the Wife the sum of \$800.00 per month as support for the maintenance and support of the minor child until the child reaches the age of nineteen years.


2. That the award of child support made herein was determined by application of the Child Support Guidelines established by Rule 32, A.R.J.A. A copy of the guideline forms has been filed and is made a part of the record in this cause. The child support is in compliance with the basic Child Support Guidelines.

3. A Wage Income Withholding Order for Child Support, which Order, is contained on separate paper and is specifically incorporated as a part of this Decree as required by Title 30-3-81, 1975 Code of Alabama. This Wage Withholding Order shall be held in the Court's file until further notice.

4. That this award of child support will be paid pursuant to paragraph IV entitled Stock.

### COLLEGE

The issue of college is reserved.

  
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### LIFE INSURANCE

1. The Husband owns two North Western Mutual Life Insurance Policies payable to the Wife; Policy number 13599121 and Policy number 14008476. These

policies will remain in full force and effect for the benefit of the minor child.

2. The Husband shall be required to have the issuing company to furnish proof of the insurance policy on each anniversary of the date of the divorce decree.

3. Husband may not change the amounts (\$250,000.00 total) or the beneficiary (the child) as long as the child is a minor.

## II

### PERIODIC ALIMONY

1. The Defendant shall pay to the Plaintiff Wife, as periodic alimony, the sum of Four thousand two hundred Dollars (\$4,200.00) per month, commencing on the first day of October, 2004, and continuing until the Wife remarries, dies, shall cohabitate, or the commission by the Wife of those acts contemplated in Section 30-2-55, Code of Alabama, 1975, or as otherwise provided by law.

2. That this award of periodic alimony will be paid pursuant to paragraph IV entitled "Stocks/Bonds, Financial Accounts, Periodic Alimony and Child Support"

## III

### REAL ESTATE

The parties are seized of a marital house located at 105 Chase Creek Circle, Pelham, Alabama.

A) The Husband will be awarded this home; will be responsible for all payments, insurance and taxes on this home commencing the date of this Order.

B) The Wife may remain and reside in said home until December 31, 2005.

C) The Husband has an interest in real estate located in Pelham,



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Alabama known as Pelham Industrial Park; and in real estate in Perry County, Alabama. The Wife will make no claim to this property and is divested of all right, title and interest that she may have in said property.

D) The parties will execute any and all necessary documents including Quitclaim Deed to effect the terms and conditions of this Final Order of divorce concerning real property.

**HOUSEHOLD FRUNISHING AND PERSONAL ITEMS FROM HOME**

1. The Wife will receive her choice of household furnishings.
2. Husband will supply a list of furnishings that he would like, and Wife will review the request but will not be bound to give the Husband items on said list.
3. Each is awarded their personal clothes, jewelry, tools, sports equipment, pictures and heirlooms.
4. All family photographs will be duplicated at Husbands expense should Husband desire the same.

**IV**

**STOCKS/BONDS FINANCIAL ACCOUNTS**  
**PERIDIC ALIMONY AND CHILD SUPPORT**

1. There are/were disputed claims of ownership concerning the stock known as Central Builders Supply, Inc. of Pelham (referred to herein after as "CBS").
2. The Wife is awarded the ownership of the CBS stock to be hers absolutely as of the signing of this Final Order of Divorce and said stock is to be transferred and delivered to the Wife from the Husband on January 1, 2005. Until this delivery date, the Wife will receive any CBS stock distributions.



3. The Husband currently has a CBS distribution check of \$15,000.00 for the third Quarter of 2004. This check/funds, shall be delivered by October 1<sup>st</sup>, 2004, to the Wife for payment and full satisfaction of the Husband's support obligation (consisting of periodic alimony and child support) for the period of October, November and December, 2004. The parties acknowledge the advance payment of the Husband's support obligation for November and December, 2004.

4. The parties have agreed that the Husband will pay any balance due for the Wife's support obligation on a Quarterly basis rather than on a monthly basis, thus prepaying the second and third month of each quarter. The quarterly support payments are due by January 1, April 1, July 1, and September 1 of each quarter, beginning January 1, 2005, and continuing in accordance with the Child Support provisions of paragraph "I Minor Child" and the periodic alimony provisions of paragraph "II, Periodic Alimony". The Husband is to receive up to a fifteen (15) day quarterly grace period for each payment date, to allow for CBS distributions in accordance to the following paragraphs.

5. CBS has a history of making quarterly distributions to the shareholders. Any and all subsequent CBS quarterly distributions received by the Wife are to be in lieu of the Husband's Quarterly support obligation that is due on a quarterly basis. Any CBS distribution, quarterly or otherwise, and the Husband's quarterly support obligation due to Wife are to be reconciled and adjusted as follows:

a) Any CBS quarterly distribution received by the Wife is to be compared with the Husband's then current quarterly support obligation, if any, and the excess or deficiency is to be determined and carried over to the immediate subsequent quarter.

b) If there is a support deficiency carryover from a previous quarter and



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the current quarter's distribution is insufficient to satisfy the Husband's current quarter's support obligation along with the deficiency carryover, the Husband shall remit payment to the Wife sufficient to pay in full the deficiency carryover from the previous quarter. Any distribution deficiency for the Husband's then current quarterly support obligation is to be carried over to the subsequent quarter to be adjusted upon receipt of the next quarter's distribution. This treatment allows a two month deferral for making up any quarterly deficiency in the Husband's quarterly support obligation by allowing future quarterly distribution that may be in excess of the Husband's quarters support obligation, to satisfy the deficiency without the Husband having to make up the deficiency.

c) Starting on January 15, 2006, and subsequent years, the parties agree to a annual reconciliation and adjustment of the CBS distributions received during the previous year to that of the Husband's previous year's support obligation to Wife. It is the intent of this agreement that the Wife receive \$60,000.00 as support (current annual child support of \$9,600.00 and annual periodic alimony of \$50,400.00). The Husband is to be relieved of this support obligation to the extent of the Wife's CBS distributions received during the year. On the January 15 reconciliation date, the Wife's prior years four quarterly distributions, are to be reconciled to the Husband's prior years four quarterly support obligations. Any support deficiency is to be paid to the Wife in accordance to the above paragraph. Any support overage greater than the Husbands annual support obligation will be zeroed out. All distributions from CBS are the property of the Wife.

d) Any funds that are remitted by the Husband to the Wife as deficiency support payments during the calendar year, are to be characterized as first: (1) child support to the extent of the year's child support obligation not covered by distributions,



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then (2) as periodic alimony paid to the Wife, allowable as a tax deduction to the Husband's. All CBS distributions received by the Wife are to be characterized for tax purposes in accordance to CBS's tax distribution requirements and not treated as periodic alimony paid by the Husband for tax purposes.

**V**

**BUSINESS OF THE HUSBAND**

Wife releases or makes no claim to Hulon Construction, Inc. stock, or any asset owned by or used in the corporation.

**VI**

**VEHICLES**

1. The Wife is awarded her Ford Expedition, will be responsible for the same and will hold the Husband harmless thereon.
2. The Husband is awarded his Ford Pickup Trucks, Bass Boat, and Farm and Construction Vehicles and Equipment, will be responsible for the same and will hold the Wife harmless thereon.
3. The parties will execute any and all necessary documents to effect the terms and conditions of this Final Order of divorce concerning vehicles.

**VII**

**RETIREMENT ACCOUNTS**

The parties are seized of a Joint Smith-Barney Retirement account. Said account is to be divided equally among the parties. The Husband may provide to the Wife one-half of



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the account, \$11,314.88, in lieu of preparing a Qualified Domestic Relations Retirement Order. Any account balance paid to the Wife shall be paid within 10 days of signing this Final Order.

## VIII

**ATTORNEY FEES**

The Husband will pay \$10,000.00 to Wife's attorney for her representation and services in this proceeding within 30 days of this signing of this Final Order of Divorce.

## IX

**COURT COSTS**

Costs taxed to the Plaintiff for which let execution issue.

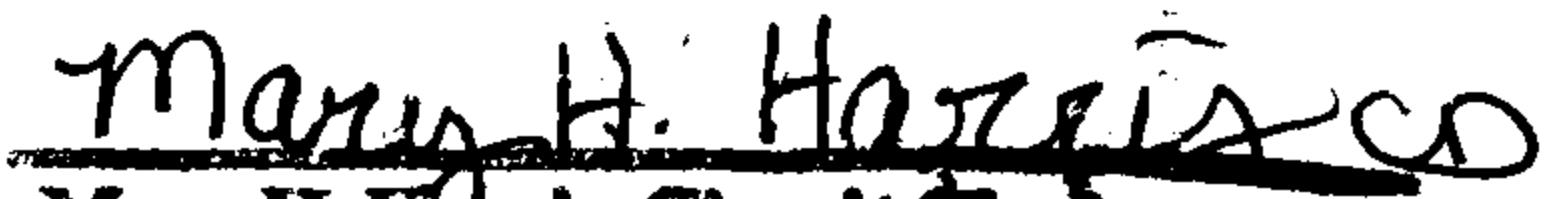
DONE and ORDERED this 20<sup>th</sup> day of October, 2004.




  
J. Michael Joiner  
Circuit Judge, Civil Division in Equity

**Certified a true and correct copy**

**Date:** 12-14-18

  
Mary H. Harris, Circuit Clerk  
Shelby County, Alabama

  
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**IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA  
(EQUITY DIVISION)**

**IN RE: THE MARRIAGE OF**

**DIANNA P. HULON**

Plaintiff,

v.

**JEFF D. HULON,**

Defendant.

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Case no: DR 04- 00046

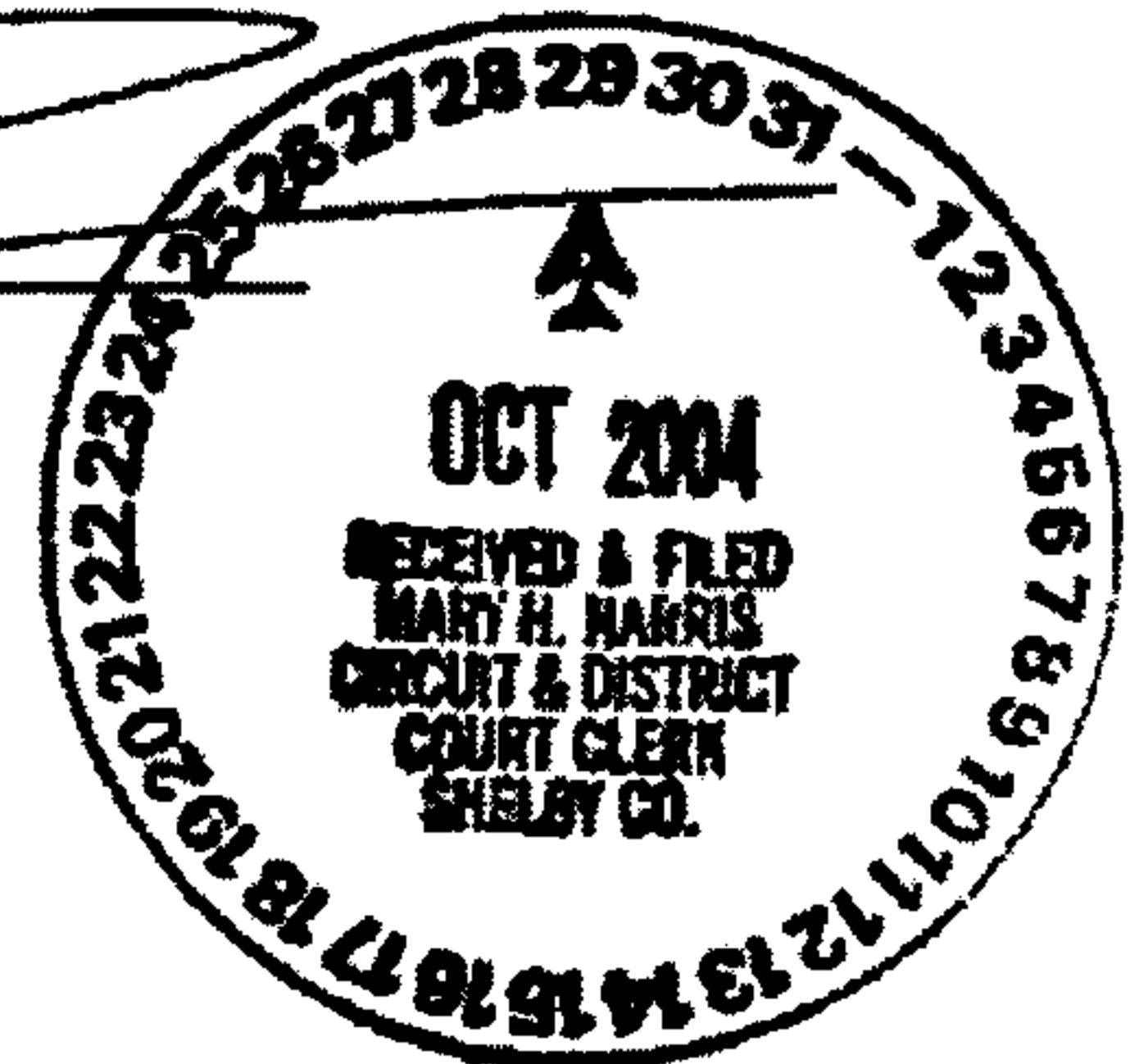
**ORDER OF DISMISSAL**

The Third Party Defendant, Douglas (Red) Hulon is hereby dismissed from the above styled case.

This Defendant Douglas Red Hulon has agreed and/or consented to the delivery of the CBS Stock to the Plaintiff, Wife and relinquishes any lien he has on said stock.

**DONE and ORDERED** this 19 day of October, 2004

  
J. Michael Joiner  
Circuit Court Judge



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