



AlaFile E-Notice

58-DR-2010-900208.03

Judge: HEWITT L CONWILL

To: BEAR MAVANEE ROUTT
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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

PAULA KIMBERLY SHIVERS V. JERRY TODD SHIVERS
58-DR-2010-900208.03

The following matter was FILED on 6/16/2017 11:47:42 AM

Notice Date: 6/16/2017 11:47:42 AM

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DEFENDANT.

))))))))

**CASE NO.: DR 2010-900208.03 HLC
DR 2010-900208.05**

At the time of trial, it was undisputed that the marital residence had not been sold pursuant to the Final Judgment of Divorce. It was undisputed that the Defendant had filed for bankruptcy following the parties' divorce, and he is not financially responsible for the primary mortgage and the secondary mortgage on the marital residence. It is undisputed that the Plaintiff's appraisal for the residence is \$320,000.00, and the Shelby County Tax Assessor's Office appraised the residence at \$317,100.00. It is undisputed that the mortgage balance on the residence is approximately \$250,000.00. There is an equity line of credit attached to the residence of approximately \$61,000.00 which is a lien on the residence. It is undisputed that after necessary repairs, closing costs and realtor fees, the residence would not produce equity, and the parties would likely need to pay additional monies to sell the



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residence. It is undisputed that the Defendant had not paid for any repairs or expenses related to the marital residence as ordered in the Final Judgment of Divorce. It is undisputed that the Defendant had not paid his one-half of medicals, extracurricular activities for the minor children, one-half the cost of Olivia's car and vehicle insurance pursuant to the Final Judgment of Divorce, The Husband did dispute that he was responsible for one-half of the activities that he did not agree to. It is clear from the history of this case, the pleadings and the testimony of the parties that the parties have an inability to communicate with regards to any matters related the marital residence and the children. It is, accordingly,

ORDERED and ADJUDGED by the Court:

1. The "REAL ESTATE SECTION" contained in the original divorce decree is deleted in its entirety.

The Plaintiff is hereby awarded the former marital residence located at 317 Windchase Trace, Birmingham, Alabama 35242 as her sole and separate property. The Plaintiff shall continue to pay the outstanding mortgage indebtedness associated with the residence. The Defendant has previously filed bankruptcy against the former marital residence, and he is not associated with any indebtedness related to the former marital residence. The Defendant shall sign a quitclaim deed conveying all his right, title and interest in the residence within fourteen (14) days of this Order. The Plaintiff shall have the quitclaim deed prepared.

The Husband is ORDERED to pay one-half of the costs of the repairs to the air-conditioning system, septic or plumbing system.


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The Husband shall be allowed to retrieve his personal property which was awarded to him in the said FINAL JUDGMENT and which remains in the said marital residence.

2. This Court recognizes that a pendente lite order had been entered in this matter relating to the eldest child of the parties reaching her majority; however, since the time of the pendente lite order, the Plaintiff changed employment and the Defendant's income had increased since the order was entered. The Defendant shall pay to the Plaintiff the sum of One Thousand Eighty Three Dollars (\$1,083.00) per month for the support and maintenance of the minor children until such time as the children reach their majority, marry or become self-supporting, whichever occurs first. Payments shall begin on the 1st day of July 2017, and continue on the first (1st) day of each month thereafter.

3. That reference is hereby made in this Order to a separate amended order entitled "Order/Notice to Withhold Income for Child Support", which is specifically incorporated herein as a part of this cause and this Order/Notice **SHALL** be served on the Defendant's employer.

4. Pursuant to the Agreement of the Parties incorporated into the Final Judgment of Divorce in the Child Support section, subsection (p) states, in pertinent part, "Husband and Wife agree[d] to make decisions regarding school activities and functions together and split the cost of all school expenses and field trips (i.e. Six flags trip, etc.) for the children. They also agree[d] to split the ordinary and usual cost of extra activities (i.e. school and local softball and children's activities.) Should Husband desire and Wife



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agree[d] that any of the children can be on travel ball, Husband agrees to pay the additional cost of same for the children. The Plaintiff shall add the Defendant's name to the "pick-up" list for both minor children of the parties at their respective schools. Once he starts a child on travel ball for a season he must continue to pay for that season." That the Plaintiff shall continue to provide medical insurance coverage for the benefit of the minor children of the parties. The Plaintiff shall provide proof of such insurance to the Defendant, including the issuance of an insurance "wallet" card to be used for the child's medical services. Each party shall be responsible for and pay one-half (1/2) of any and all uninsured medical, physician, laboratory, diagnostic dental, orthodontic, optical (including corrective lens), and prescription pharmaceutical expenses (including co-pays) incurred for the benefit of the minor child. The party paying the said uninsured expenses shall provide the other party with an original or accurate photocopy of any receipt for such uninsured expenses and the other party shall immediately reimburse the party who paid. The Plaintiff's obligation to provide and maintain said insurance shall remain in effect until such time as the youngest child of the parties attains the age of 19 years or this obligation is modified or relieved by a subsequent order of the Court. Pursuant to the Agreement of the Parties incorporated into the Final Judgment of Divorce in the Children's First Automobile section, subsection (s), the Defendant is ordered to be "responsible for 1/2 the cost of a reliable automobile for their use, including 1/2 insurance costs and maintenance."

5. Pursuant to the provisions as setout hereinabove in paragraph four of this Order, the Defendant owes to the Plaintiff the sum of Twelve Thousand Three Hundred Forty Two Dollars (\$12,342.00) which excludes the medical expenses for the parties' eldest



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child, Taylor, after she reached her majority. The Court therefore renders a judgment against Defendant in favor of Plaintiff in the amount of Twelve Thousand Three Hundred Forty Two Dollars (\$12,342.00). No further interest shall accrue on said amount. The Defendant shall pay to the Plaintiff a minimum of Two Hundred Dollars (\$200.00) per month towards this arrearage until such time as it is paid in full.

6. The Defendant's visitation with the parties' middle daughter, Olivia, shall be scheduled based upon the schedule and activities of Olivia as well as her desire to visit with the Defendant.

7. The Defendant shall pay to the Plaintiff's attorney of record the sum of Two Thousand (\$2,000.00) as payment towards the Plaintiff's attorney's fees. Payment shall be made within sixty (60) days from the date of this Order to Plaintiff's attorney, Samantha Rush, 1300 21st Way South, Suite 300, Birmingham, Alabama 35205.

8. That all other relief be and the same is hereby denied and all other provisions of the Final Judgment and subsequent orders remain unchanged, unaltered, and in full force and effect.

9. The Orders above shall be effective immediately. Costs taxed as paid.

DONE and ORDERED this 16th day of June 2017.



HEWITT L. CONWILL
CIRCUIT JUDGE

