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ORDER 1/6

In re the Marriage of

Michael L. Brewer

Plaintiff,

v.

Linda S. Brewer,

Defendant,

Talladega County Circuit Court

DR2007 752

Civil Action No.

CID 2907

Final Judgment

This cause came before the Court and was submitted for final judgment upon the pleadings and proof. Upon consideration thereof, it is ordered and adjudged by the Court as follows:

1. That the bonds of matrimony heretofore existing between the parties are dissolved, and the said **Michael L. Brewer** and **Linda S. Brewer** are divorced each from the other.

2. That neither party shall marry again except to each other until 60 days after the date of this Judgment of Divorce, and if an appeal is taken (which must be instituted within 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.

3. The Agreement of the parties filed in this cause, attached hereto, is hereby ratified and approved and incorporated in this decree by reference, and the parties are ordered to comply with it.

4. Reference is made to the attached Income Withholding Order, which is incorporated in this Final Judgment of Divorce and which will be entered BUT NOT SERVED pending further order of this Court. Costs taxed as paid.

LAST ITEM

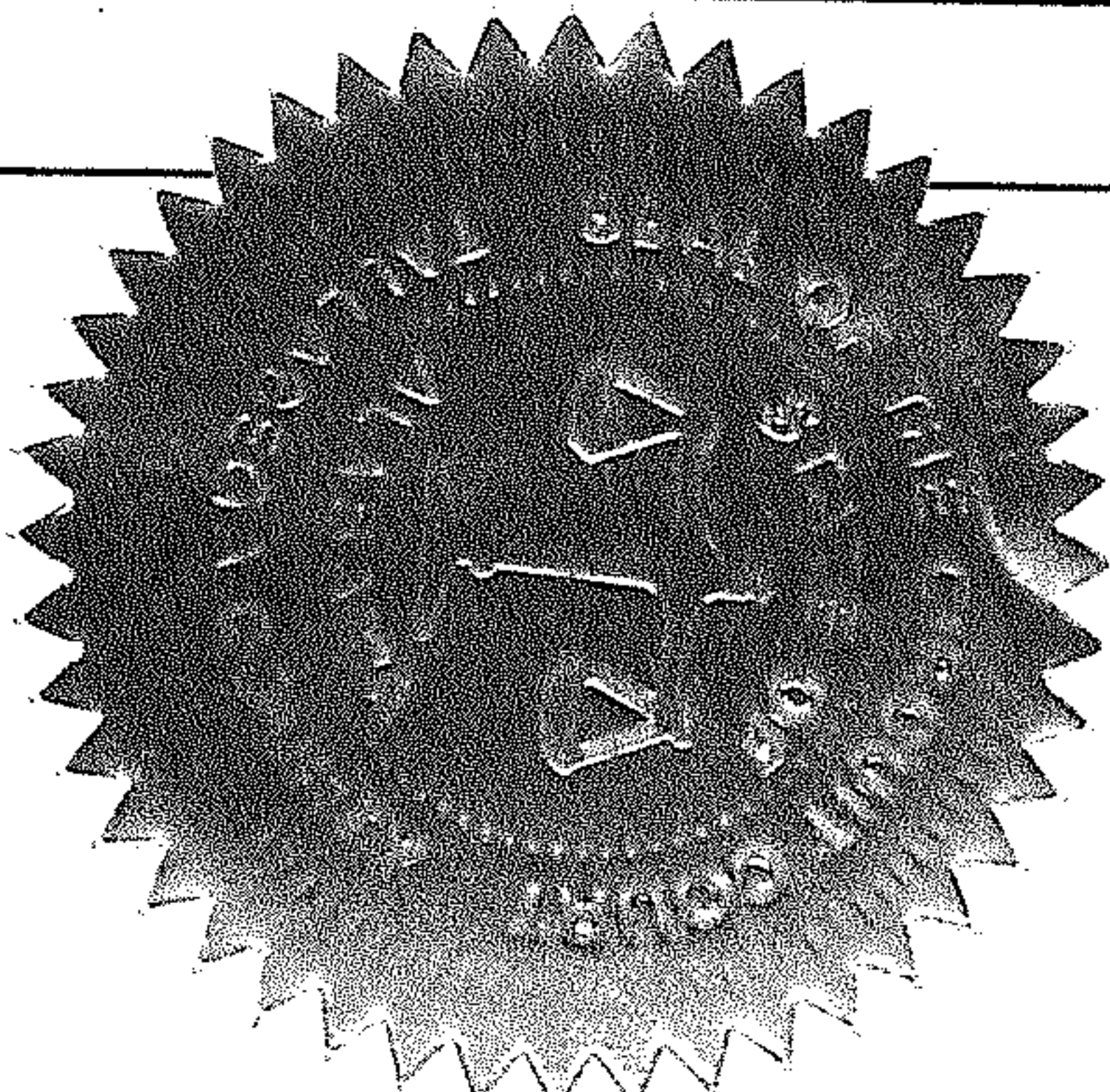
DONE and ORDERED January 2, 2008


CIRCUIT JUDGE

CLARENCE HAYNES
CIRCUIT CLERK
2008 JAN -4 AM 8:07

Copies of this Order mailed to the attorney for the Plaintiff pursuant to Rule 77(d) of the Alabama Rules of Civil Procedure this date.

Dated: 1-4-08



THE STATE OF ALABAMA, TALLADEGA COUNTY

I, Clarence Haynes, Clerk of the Circuit Court of said State and County, do hereby certify that the above and foregoing is a true copy of the Decree in this cause therein styled, the original of said Decree being now on file in my office.

WITNESS my hand and seal of the Court, this the 4th

day of January 20 08

Clarence Haynes Clerk

In re the Marriage of)	Talladega County Circuit Court
Michael L. Brewer)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
Linda S. Brewer,)	
)	
Defendant,)	CID 2907

Agreement

The above named parties, Linda S. Brewer (the Wife), and Michael L. Brewer (the Husband), desiring to settle all financial matters by mutual agreement and having reached this agreement on this date, do execute this instrument as a memorandum for final agreement and decree as follows:

1. Justin.

1.1. Custody.

- 1.1.1. The Husband and the Wife will share joint legal and physical custody of the minor child of the parties, namely Justin Tyler Brewer, born June 7, 1991 (Justin). The Husband and the Wife mutually acknowledge Justin's needs for each parent's love, attention, and guidance, and the parties agree to cooperate fully with each other in order to provide for Justin's best interest and welfare. The parties further recognize the need to cooperate with each other in matters affecting Justin's general health, welfare, education, and well-being.
- 1.1.2. Within the context of joint physical custody, the Justin's primary residence will be with the Wife. The Wife will have responsibility for making day-to-day decisions affecting Justin's life. The Husband and the Wife will consult with each other and will mutually agree with respect to major decisions affecting Justin.

1.2. Schedule

The Wife and the Husband will cooperate to devise a parenting plan that responds to Justin's needs. Both the Wife and the Husband intend for this schedule and plan to be as flexible as possible. If the Wife and the Husband are not able to agree on the parenting schedule, however, the Husband will have the right to visit Justin as follows:

- 1.2.1. The first and third full weekends of each month from 6:00 p.m. on Friday until 6:00 p.m. the following Sunday (the first weekend of a month beginning on the first Friday of each month).
- 1.2.2. Each Christmas Day from 3:00 p.m. until 3:00 p.m. on the following New Year's day.

MB
LSB

- 1.2.3. Two periods of two weeks each during the summer (to be taken one week after school is out and one week before school starts with at least two weeks in between), to be selected by the Husband but upon written notice to the Wife at least 30 days in advance of such visitation;
- 1.2.4. During the odd years, A.E.A. (Spring Break) vacation from 9:00 a.m. Saturday until the following Saturday at 6:00 p.m.
- 1.2.5. During the even years, Thanksgiving vacation from 6:00 p.m. Wednesday until Sunday at 6:00 p.m.
- 1.2.6. Every other birthday of Justin from 6:00 p.m. on said date until 8:00 a.m. of the following day, beginning with the next birthday.
- 1.2.7. Every Father's Day from 9:00 a.m. until 6:00 p.m. of the same day. Mother's Day will be reserved for the Wife.
- 1.2.8. On the birthday of the Husband from 3:00 p.m. on said date until 8:00 p.m. of the same day. The Wife's birthday will be reserved for the Wife.
- 1.2.9. At such other times as agreed upon between the parties.

Each parent shall keep the other informed on a current basis as to the primary residence address and telephone number where Justin resides or visits.

1.3. Child Support.

- 1.3.1. The Husband will pay to the Wife \$523 per month for Justin's support and maintenance. Said payments will begin on February 1, 2008 and will continue on the first day of each month thereafter. Child Support will continue until Justin reaches the age of 19, marries, becomes self-supporting, dies, or as otherwise provided by law.
- 1.3.2. This Agreement incorporates by reference a separate order entitled "Order for Income Withholding." This order will not be served until further order of the court. The parties have agreed to an alternative arrangement for the payment of Child Support, namely that each month, on or before the day he is obligated to pay Child Support, the Husband will mail a check to the Wife by first class mail at her residential address.

1.4. Medical Costs.

- 1.4.1. The Wife will provide and maintain hospitalization and major medical insurance for Justin's use and benefit and will furnish appropriate cards for the Husband's use.
- 1.4.2. The Husband will pay for 50% of any and all reasonable and necessary doctor, hospital, medical, prescription drug, vision, dental, orthodontic, or other medically-related expenses for Justin not covered by insurance. The Husband will pay such expenses as they are incurred. The Wife will pay the remaining 50%.

HB
ZLB

- 1.4.3. The obligation to pay for medical insurance and medical expenses will continue until Justin reaches the age of 19, marries, becomes self-supporting, dies, or as otherwise provided by law.

1.5. Required Relocation Language.

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

- (1) The intended new residence, including the specific street address, if known. (2) The mailing address, if not the same as the street address. (3) The telephone number or numbers at such residence, if known. (4) If applicable, the name, address, and telephone number of the school to be attended by the child, if known. (5) The date of the intended change of principal residence of a child. (6) A statement of the specific reasons for the proposed change of principal residence of a child, if applicable. (7) A proposal for a revised schedule of custody of or visitation with a child, if any. (8) Unless you are 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.

You 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 you do not know and cannot reasonably become aware of such information in sufficient time to provide a 45-day notice, you must give such notice by certified mail not later than the 10th day after the date that you obtain such information. Your failure to notify other parties entitled to notice of our 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 you, as the non-relocating party, do 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.

2. Property.

2.1. Real Estate.

- 2.1.1. The parties jointly own real estate located at 475 Heatherwood Dr., Birmingham, AL 35244 (the House). The Husband will convey to the Wife all of his right, title, and interest in the House by quitclaim deed. The Wife will have all rights to the escrow account. The parties will cooperate to close the home equity line of credit, so that neither party can borrow money on it. The Wife will be solely responsible for, and will pay, the first mortgage debt on the House as it matures. The Wife will hold the Husband harmless from the mortgage debt on the House.
- 2.1.2. On or before the sooner to occur of (a) the sale of the House, (b) the remarriage or cohabitation of the Wife, or (c) December 31, 2017, the Wife will pay the Husband \$100,000 as his share of the equity in the House.

[Handwritten signature]
LSB

- 2.1.3. The parties jointly own two condo units located in Panama City Beach, FL (the Condos). The Wife will convey to the Husband all of her right, title, and interest in the Condos by quitclaim deed. The Husband will have all rights to the escrow accounts. The Husband will be solely responsible for, and will pay, the mortgage debt (two loans) on the Condos as each matures. The Husband will hold the Wife harmless from the mortgage debt on the Condos.

2.2. Vehicles.

The Wife will retain the 2005 Acura TL. The Husband will retain all other vehicles. The parties will cooperate to transfer title if and as necessary to confirm the ownership described in this section.

2.3. Bank Accounts.

The joint bank account at Regions Bank is hereby awarded to the Wife. The Wife will either close this account or have the Husband's name removed from it.

2.4. Financial Assets.

The Wife will retain all the financial assets owned in her name, including without limitation her IRA and 401(k) plan, and her account at ComputerShare, plus the joint bank account at Regions Bank. The Husband will retain all other financial assets.

2.5. Other Personal Property.

- 2.5.1. The Husband and the Wife have agreed to an equitable division of their personal property.
- 2.5.2. All other items of personal or real property currently in the Husband's name or belonging solely to him (except as specifically described in this Agreement), including without limitation cash, bank accounts, clothing, clothing accessories, jewelry, securities, retirement plans, IRAs, business interests, partnerships, insurance policies, books, music, art, tools, equipment, vehicles, and intellectual property, shall be his sole property, and the Wife hereby renounces any interest that she may have therein.
- 2.5.3. All other items of personal or real property currently in the Wife's name or belonging solely to her (except as specifically described in this Agreement), including without limitation cash, bank accounts, clothing, clothing accessories, jewelry, securities, retirement plans, IRAs, business interests, partnerships, insurance policies, books, music, art, tools, equipment, vehicles, and intellectual property, shall be her sole property, and the Husband hereby renounces any interest that he may have therein.
- 2.5.4. The parties have already agreed to an equitable division of family photographs, videotapes, and keepsakes. Each party agrees to provide reasonable access to the other (after reasonable notice) for copying these documents.

Handwritten initials:
HAB
LBB

3. Marital Obligations.

Each party will be responsible for the debts incurred in that party's sole name and will hold the other party harmless from any liability arising from said indebtedness.

4. Alimony.

Both the Husband and the Wife waive any and all right to receive periodic alimony, past, present and future.

5. Miscellaneous.

5.1. Taxes.

The Wife will be entitled to claim Justin as a dependency exemption for Federal and State income tax purposes. The Husband and the Wife will cooperate fully with each other in the execution of all forms and documents necessary to carry out the terms of this section and to comply with applicable rules and regulations.

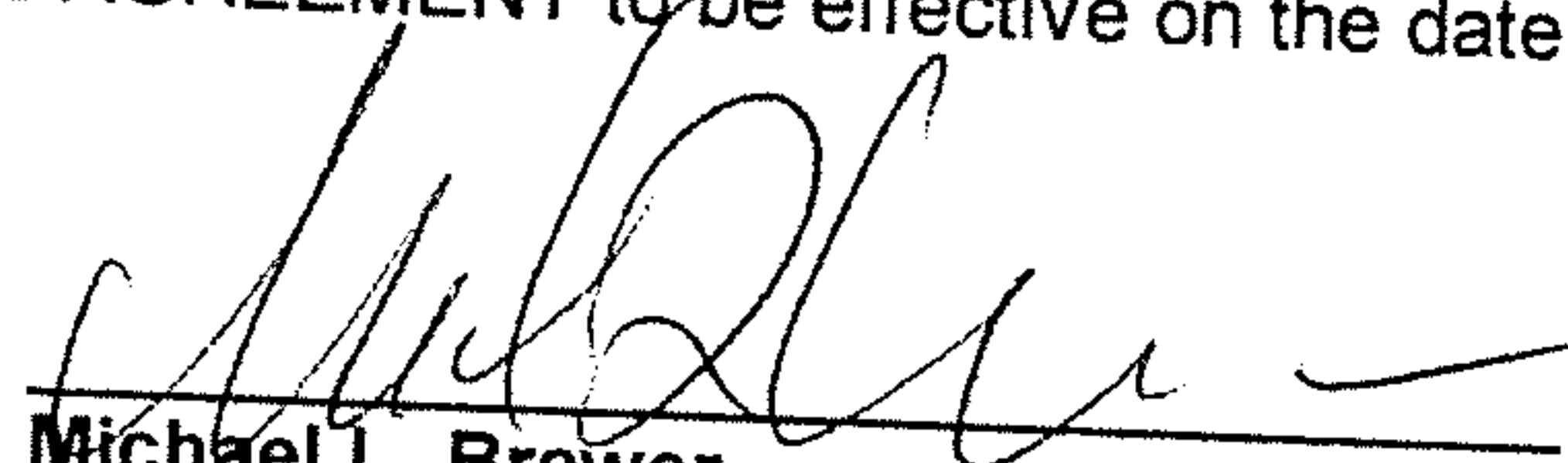
5.2. Execution.


Each party shall execute any and all documents necessary to effectuate the terms of this agreement including, but not limited to, deeds, bills of sale, certificates of title, tax forms, real estate contracts, and the like. If this Agreement requires the Husband or the Wife to accomplish an act but doesn't state a time limit for completion, the act will be completed within 60 days after the divorce is effective.

5.3. Costs.

Each party shall pay his or her respective attorney, if any. The plaintiff shall pay court costs.

THE PARTIES HAVE EXECUTED THIS AGREEMENT to be effective on the date the divorce is effective.


Michael L. Brewer
Plaintiff


Linda S. Brewer
Defendant



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/14/2019 12:44:05 PM
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Allen S. Bayl