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	COURT FOR SHELBY COU	JNTY, ALABAMA
	Domestic Relations Division	
NY - 1 - 2		
Nelvin Lamar Short,) `	20200923000426740 1/20 \$79.00 Shelby Cnty Judge of Probate,
Plaintiff.)	09/23/2020 01:42:28 PM FILED/C
T RECEDENCE TO THE PROPERTY OF))	
V.) Case No. D	PR-2016-900105.00, .01 and .02
-)	
Bridgett Michelle Short (Jones),)	
)	
Defendant.)	
Notice of Lis Pendens a	nd Notice of Attorney lien fo	r payment of legal fees
Title of Lib L	Hartockee of theory know he	T Day III OX XOGUL XOO
	•	
Notice is hereby given that Br	idgett Michelle Jones has a per	nding action against Nelvin Lamar
	C 00 (
Short in case number DR 2016 900105	5.02 (see attached filed Petition	n) in which she claims a right, title,
interest, or claim in and to the following	ng described property based or	a deed which was required to be
micorosi, or ordini in and to the rone	ng deberreed property edised on	
held in trust by Mr. Short's attorneys p	per the attached Final Judgmen	t of Divorce and Amended Order but
which Mr. Short somehow obtained fr	om his lawyer(s)' office and re	ecorded the same with the Probate
Carred on Trales 22 2010 reside and bon mo	moissian and/an aspasant. Cas. A	ttached Decorded Onit Claim Deed
Court on July 22, 2019 without her per	rmission and/or consent. See A	uacnea Recoraea Quu Ciaim Deea.
The Legal description of the property	is as follows:	-
The Begun description of the property		
Lot 1821, according to the M	Tap of Highland Lakes, 18th S	Sector, Phase 1, an Eddleman
	Map Book 26, Page 130, in t	the Probate Office of Shelby
County, Alabama.	•	
Coatt Llaminall mon acumant for	r Ma Iones in the Aleess (Om	der attached) and nor an agreement
Scou Haiwell was coulisel for	. 1vis. Johes III the .ui case (Oft	der attached) and per an agreement
between counsel and Ms. Jones, couns	sel agreed to wait until the hon	ne is sold and/or refinanced before

receiving payment for legal services, costs and expenses. Attached hereto is a statement which reflects a

balance owed in the amount of \$6,417.00 and counsel claims an attorney's lien against the property to be

Scott Harwell

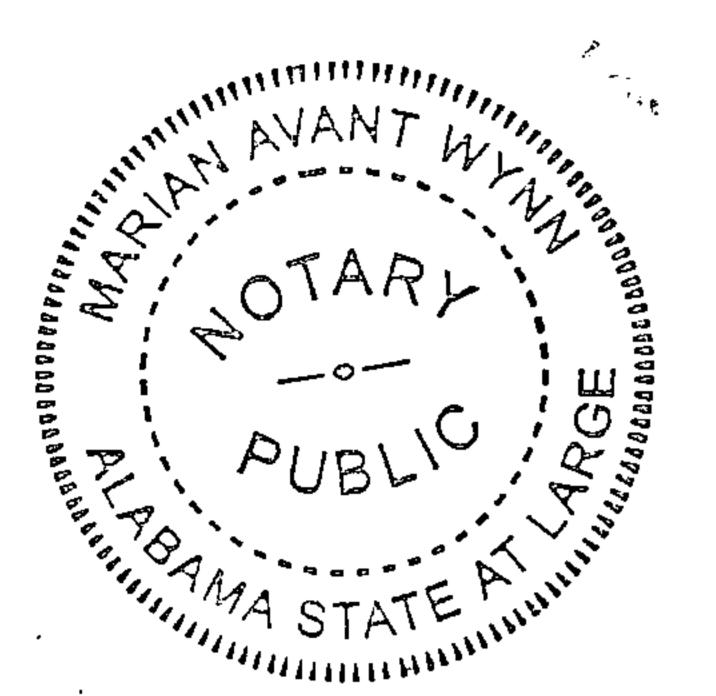
SWORN TO and SUBSCRIBED before me this the 23 day of September, 2020.

distributed from Ms. Jones' share upon the sale of the home and/or the home being refinanced.

STATE OF ALABAMA

SHELBY COUNTY

(SEAL)



Notary Public

My Commission Expires:_

20200923000426740 2/20 \$79.00 20200923000426740 2/20 \$79.00 Shelby Cnty Judge of Probate, AL 09/23/2020 01:42:28 PM FILED/CERT

IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA Domestic Relations Division

Nelvin Lamar Short,)	
Plaintiff.)	
V •)	Case No. DR-2016-900105.00, .01 and .02
Bridgett Michelle Short (Jones),)	
Defendant.)	
Notice of Lis Pendens and	Notice of A	attorney lien for payment of legal fees
Notice is hereby given that Bride	cott Michalla	Lanca has a mandina action action All III.

Notice is hereby given that Bridgett Michelle Jones has a pending action against Nelvin Lamar Short in case number DR 2016 900105.02 (see attached filed Petition) in which she claims a right, title, interest, or claim in and to the following described property based on a deed which was required to be held in trust by Mr. Short's attorneys per the attached Final Judgment of Divorce and Amended Order but which Mr. Short somehow obtained from his lawyer(s)' office and recorded the same with the Probate Court on July 22, 2019 without her permission and/or consent. See Attached Recorded Quit Claim Deed. The Legal description of the property is as follows:

Lot 1821, according to the Map of Highland Lakes, 18th Sector, Phase 1, an Eddleman Community, as recording in Map Book 26, Page 130, in the Probate Office of Shelby County, Alabama.

Scott Harwell was counsel for Ms. Jones in the .01 case (Order attached) and per an agreement between counsel and Ms. Jones, counsel agreed to wait until the home is sold and/or refinanced before receiving payment for legal services, costs and expenses. Attached hereto is a statement which reflects a balance owed in the amount of \$6,417.00 and counsel claims an attorney's lien against the property to be distributed from Ms. Jones' share upon the sale of the home and/or the home being refinanced.

Scutt Smell
Scott Harwell

STATE OF ALABAMA

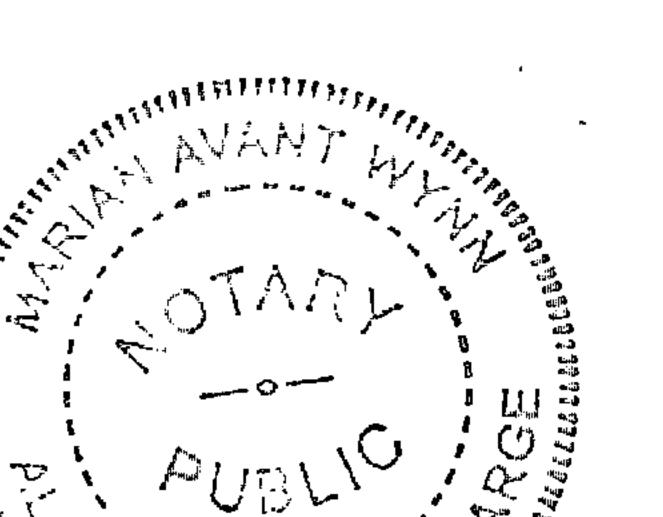
SHELBY COUNTY)

SWORN TO and SUBSCRIBED before me this the 13 day of September, 2020.



Shelby Cnty Judge of Probate, AL 09/23/2020 01:42:28 PM FILED/CERT

(SEAL)



Notary Public

My Commission Expires:_

20200923000426740 4/20 \$79.00 Shelby Cnty Judge of Probate, AL

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Harwell Law Firm LLC
201 Forest Parks Road
Sterrett, AL 35147

Statement

Date	
9/23/2020	

To:			
Jones, Bridgett			
	•		

		Amount Due	Amount Enc.
		\$6,417.00	
Date	Transaction	Amount	Balance
12/18/2019	Balance forward		0.00
12/19/2019	INV #2019-348. Due 12/19/2019. Legal fees	610.00	610.00
01/08/2020	PMT Payment of \$130 less \$4.70 in CC processing fee re subpoena filing fee and process server	-125.30	484.70
01/10/2020	INV #2020-011. Due 01/10/2020. Payment to Process server re service of subpoena	65.00	549.70
01/15/2020	INV #2020-015. Due 01/15/2020. Legal fees	2,391.00	2,940.70
03/03/2020	INV #2020-61. Due 03/03/2020. Legal fees	2,197.50	5,138.20
03/12/2020	INV #2020-66. Due 03/12/2020. Legal fees	1,331.00	6,469.20
07/06/2020	INV #2020-111. Due 07/06/2020. Legal fees	880.00	7,349.20
07/06/2020	CREDMEM #2020-112. Credit memo to reduce balance based on client's financial position	-1,372.20	5,977.00
09/23/2020	INV #2020-165. Due 09/23/2020. Process server invoice re rush and attempts	440.00	6,417.00
•			
		20200923000426740 Shelby Cnty Judge	
		09/23/2020 01:42:2	
_	1-30 DAYS PAST 31-60 DAYS PAST 61-90 DAYS PAST		<u> </u>

1-30 DAYS PAST 31-60 DAYS PAST 61-90 DAYS PAST OVER 90 DAYS **Amount Due** CURRENT PAST DUE DUE DUE DUE \$6,417.00 0.00880.00 5,097.00 0.00 440.00

IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA Domestic Relations Division

RECEIVED AND FILED MARY H HARRIS

Nelvin Lamar Short,	JUL 23 2020
Plaintiff.	COURT CLERK SHELEV COUNTY
V.	Case No. DR-2016-900105.02
Bridgett Michelle Short (Jones),	
Defendant.	

DEFENDANT'S PETITION FOR RULE NISLAND PETITION TO SET ASIDE RECORDED DEED BY THE PLAINTIEF WHICH WAS REQUIRED TO BE HELD IN TRUST BY COUNSEL FOR THE PLAINTIEF.

Comes now, the Defendant, Bridgett Jones, *pro se*, and files this Petition for Rule Nisi and Petition for the Court to Set Aside a Deed which was recorded by the Plaintiff and as grounds would show the Court the following:

- Pursuant to the Final Judgment of Divorce in January 31,2017, the Plaintiff was Ordered by the Court to refinance the property within 120 days and pay the Defendant 50% of the equity in the property.
- 2. The Plaintiff did not obtain adequate financing within the 120 days permitted by the Court.
- 3. The parties, by and through their attorneys, engaged in discussions to resolve the matter and permit the Plaintiff to refinance the property outside the scope of the Order in September 2018.
- 4. The parties were unable to agree on the terms so pursuant to the Final Judgment of Divorce, counsel for the Plaintiff complied with the Order by selecting three realtors on November 29, 2018 and counsel for the Defendant complied with the Order and selected Terry Crutchfield on December 4, 2018.
- 5. The Plaintiff did not list the property for sale so the Defendant filed a Petition for Rule Nisi in a .01 case, March 2019.
- 6. The final Judgment of Divorce required the Plaintiff to prepare a deed to be executed by the Defendant but the quit claim deed which was to be held in trust by the Plaintiff's

counsel.

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Without the consent of the Defendant, the Plaintiff was provided with the quit claim deed

which was to be held in trust by the Plaintiff's counsel and the Plaintiff recorded the same.

The Plaintiff then, without the Defendant's permission or consent, refinanced the property

August 2019.

9. The Plaintiff then obtained a second loan on the property in November 2019.

10. To rectify the Plaintiff's conduct and to protect the interests of the Defendant, the Plaintiff

should be Ordered to execute a guit claim deed to the Defendant and himself since he obtained

and recorded the deed without the consent and/or permission of the Defendant.

11. The Plaintiff should also be Ordered to pay and inter-plead in to Court any and all proceeds he

obtained from both the first and second loans which were not used to pay for the 2014 taxes,

any business taxes up to 2016 and/or the HOA dues.

12. The Plaintiff should also be held in contempt of Court because as of July 2020, the Plaintiff has

still not listed the property for sale in compliance with the Final Judgment of Divorce.

13. WHEREFORE, PREMISES CONSIDERED, the Defendant requests this Court to set this matter

for a hearing, find the Plaintiff in contempt for not complying with the Final Judgment of

Divorce, to enter an Order setting aside the deed which was required to be held in trust by the

Plaintiff's attorney and to Order the Plaintiff to pay into Court the money that he borrowed

against the home after the Plaintiff improperly recorded the deed.

Plaintiff continues to manipulate this joint property to his benefit, and unilaterally deny Defendant

access to her equitable portion of the marital home by Order of this Court.

Further, Defendant ask the Honorable court Order Plaintiff compensation to Defendant in loss of un-

necessary cost, attorneys fees and losses due toPlaintiff's defiance of the Court Order and not permit

Plaintiff to continue to capitalize off Defendant's financial state.

Shelby Cnty Judge of Probate, AL

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Bridget Jones

Pro se Defendant

176 Baron Drive

Chelsea, Alabama 35043

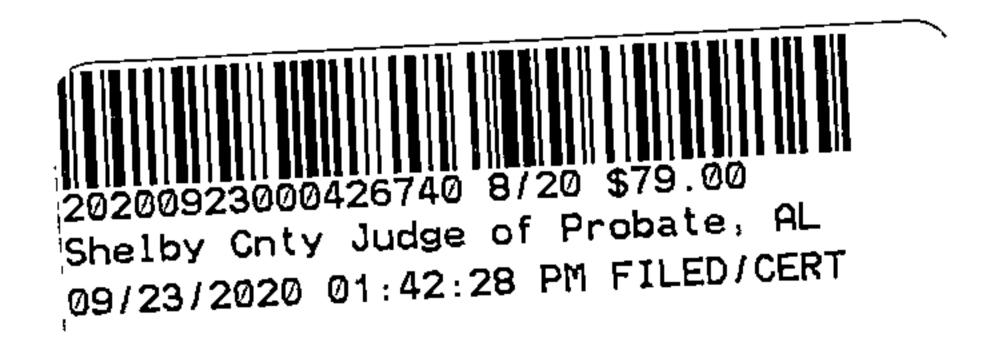
(205) 994-1824

SERVE DEFENDANT VIA SHERIFF AT:

Nelvin Short 204 Ledge Circle Birmingham, AL 35242

O₁

City of Birmingham Mayors Office 710 20th Street North Birmingham, Alabama 35203-2216



STATE OF ALABAMA SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENT, that in consideration of and pursuant to an agreement between the above and below named parties arising from a divorce action, DR-2016-900105-00, occurring in Shelby County, Alabama, Birmingham Division, the undersigned, Bridgett M. Jones, formerly Bridgett M. Short, an unmarried woman, (hereinafter called Grantor), hereby remises, releases, quit claims, grants, sells and conveys to Nelvin L. Short, an unmarried man, (hereinafter called Grantee), all her right, title, interest and claim in or to the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 1821, according to the Map of Highland Lakes, 18th Sector, Phase 1, an Eddleman Community, as recorded in Map Book 26, Page 130, in the Probate Office of Shelby County, Alabama

Subject to all easements, set back lines, restrictions, covenants, mineral and mining rights and current taxes due.

Draftsman makes no warranty as to the correctness of the description or ownership of the premises. No title examination has been performed by draftsman and there are no representations made as to the merchantability of the title, ownership of mineral and mining rights, adverse possession, easements or any other matters affecting title to the premises. Property description taken from that certain Instrument Number 20020909000430610 filed September 9, 2002, at the Probate Court of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said GRANTEE, his heirs and assigns forever.

Given under my hand and seal, this the 17th day of Huanst

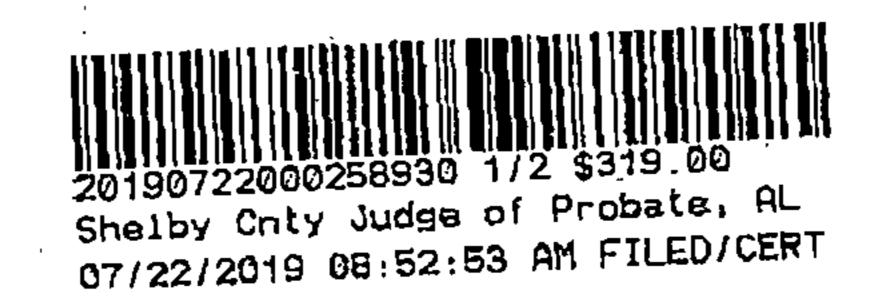
STATE OF ALABAMA

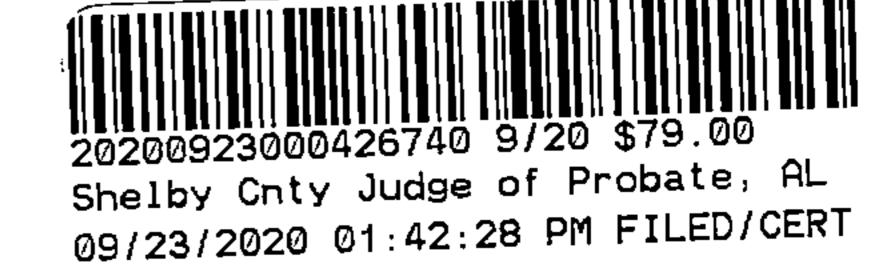
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that BRIDGETT M. JONES, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he has executed the same voluntarily on the day the same bears date.

, 2018.

Notary Public: My Commission Expires:

Shelby County, AL 07/22/2019 State of Riabama Deed Tax:\$301.00





Tax Assessor's Value: \$602,000 1/2 = 301,000

PREPARED BY:

Burns, Brashier & Johnson, LLC 2 Perimeter Park South, Suite 370 E Birmingham, AL 35243 (205) 241-9988

GRANTOR'S ADDRESS:

UNKNOWN

SEND TAX NOTICE TO:

Nelvin L. Short 204 Ledge Circle Birmingham, Alabama 35242

GRANTEE'S ADDRESS:

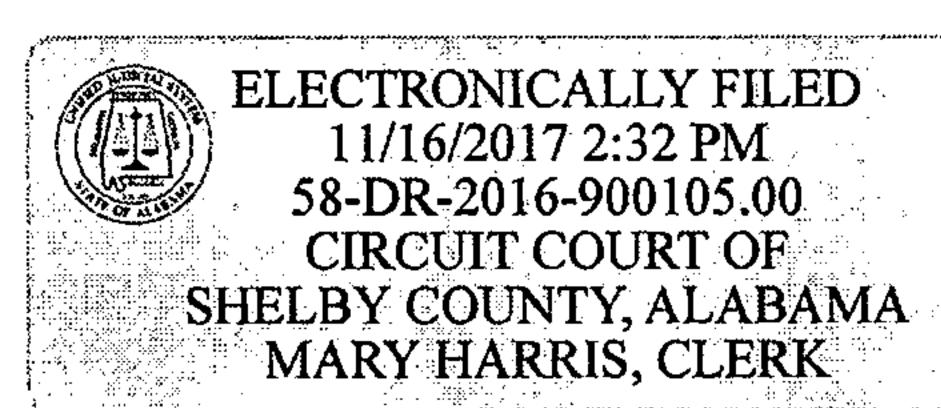
204 Ledge Circle Birmingham, Alabama 35242

PROPERTY ADDRESS:

204 Ledge Circle Birmingham, Alabama 35242

20190722000258930 2/2 \$319.00 Shelby Cnty Judge of Probate, AL 07/22/2019 08:52:53 AM FILED/CERT

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IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

SHORT NELVIN LAMAR, Plaintiff,))	
V.) Case No.:	DR-2016-900105.00
SHORT BRIDGETT MICHELLE, Defendant.)	

ORDER

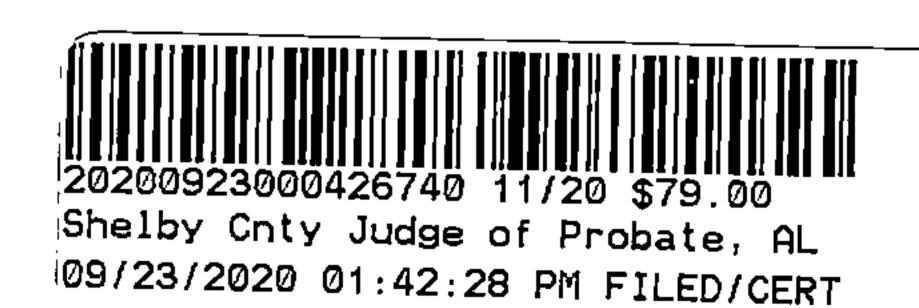
This cause, being filed on February 24, 2016, came before this Court for a full and final trial on November 2, 2017 and November 3, 2017. The Plaintiff was present with counsel, Laura Susan Burns, Esq. The Defendant was present with counsel, Christie Dowling, Esq. Based on the pleadings, testimony and evidence presented, it is **ORDERED** and **ADJUDGED** by the Court as follows:

FIRST: That the bonds of matrimony heretofore existing between the parties are dissolved, and the said NELVIN LAMAR SHORT and BRIDGETT M. JONES SHORT, are hereby divorced each from the other, the bonds of matrimony heretofore existing between the parties are hereby dissolved, with the grounds for Divorce being incompatibility.

SECOND: 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 forty-two (42) days from this Judgment, or from the date that a post-trial motion is denied), then neither shall again marry except to each other during the pendency of the appeal.

THIRD: That the costs of Court accrued herein are hereby taxed as paid.

FOURTH: REAL PROPERTY: The parties' marital residence located at 204 Ledge Circle, Birmingham, Alabama 35242, shall be awarded to the Husband, and the



Husband shall have the immediate exclusive use and possession of the home.

However, notwithstanding the foregoing provision, the Wife shall continue to have access to only the area of the home which the Wife's uses for her hair salon business.

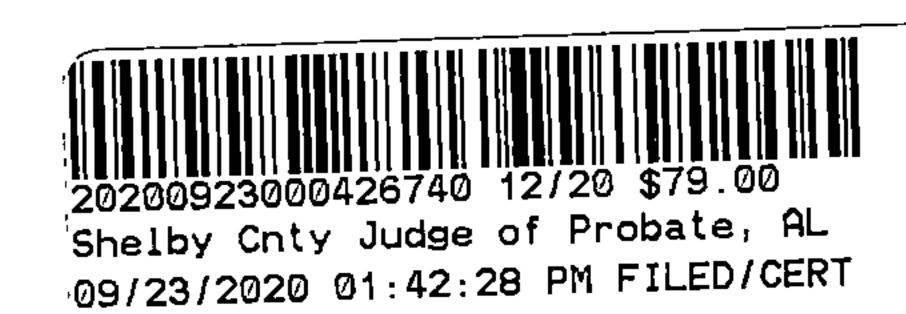
The Wife shall have sixty (60) days from the date of this Order to vacate the portion of the home used for her salon business.

The Husband shall be solely responsible for the monthly mortgage payment, monthly utilities, as well as taxes and homeowner's insurance, and, he shall indemnify and hold the Wife harmless from the nonpayment of same. The Husband shall have 120 days from the entry of this Order to refinance the existing mortgage debt into his name alone. The Wife shall execute a quit claim deed within thirty (30) days from the entry of this Order.

The testimony and evidence showed there is equity contained in the marital residence subject to division. The equity contained in the home shall be determined by the appraised value of the home, done in conjunction with the refinance, minus the existing mortgage debt. The equity shall then be distributed as follows:

- A. The now existing debt owed to the Homeowner's Association shall be paid in full, with an approximate balance at the time of trial of \$24,000.00,
- B. The parties' existing tax debt for tax year 2014, as well as any and all business tax debt owed for any tax year during the marriage, up until tax year 2016 shall be paid,
 - C. The parties shall equally divide the remaining equity (50%/50%).

FIFTH: HOUSEHOLD FURNISHINGS: The Wife shall be entitled to remove the following from the marital home—all of her salon equipment, except those items that are fixtures in the home and all personal items not already removed (clothes, jewelry, etc.). If the Wife removes any salon items which are fixtures in the home, she shall

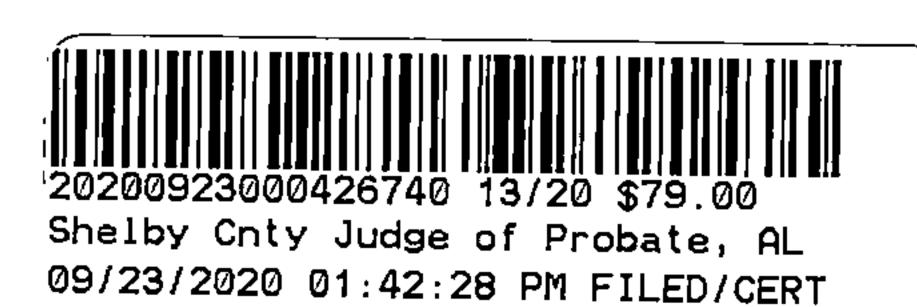


make any and all necessary repairs to prevent any damage or waste to the home. The parties not having presented testimony nor offer exhibits (pursuant to this Court's order) regarding furniture and personal items in the household, the furniture shall remain with the home, except, the parties shall work together to mutually agree on which items of furniture shall be removed by the Wife.

SIXTH: HUSBAND'S 401K: The Husband has a 401k with his former employer, AT&T, which was accumulated during the marriage. The Wife is awarded fifty percent (50%) of the value of the Husband's 401(k) with AT&T, with the date of valuation being the date of the filing of the Husband's Complaint for Divorce (February 24, 2016). The Wife shall receive one-half of the 401k valued as of that date, subject to any gains and losses thereon on her portion. The Wife shall be responsible for any taxes on her portion. The Wife's attorney shall prepare a Qualified Domestic Relations Order, which shall be reviewed by the Husband's attorney and submitted to the Court. The Court retains jurisdiction over this provision in order to enter the QDRO to effectuate the terms of this provision.

SEVENTH: HUSBAND'S PENSION: The Husband has a pension with his former employer, AT&T. The Husband's employment with AT&T occurred during the marriage. The Wife shall be entitled to receive twenty-five percent (25%) of the Husband's existing pension benefits, valued as of June 1, 2017, the valuation date presented during trial. The Wife's attorney shall prepare a Qualified Domestic Relations Order, which shall be reviewed by the Husband's attorney and submitted to the Court. The Court retains jurisdiction over this provision in order to enter the QDRO to effectuate the terms of this provision.

EIGHTH: PERSONAL PROPERTY: That all items of personal property currently in the Husband's name or belonging solely to the Husband (except as specifically



referred to herein), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, retirement plans, business interest, partnerships, insurance policies, books, and the like, shall be the Husband's sole property and the Wife is divested of any interest she may have therein.

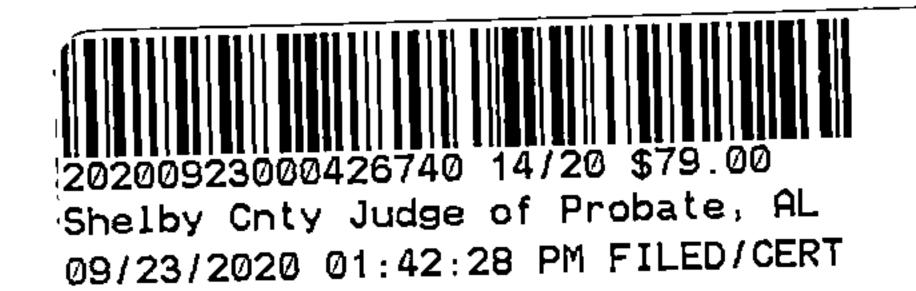
That all items of personal property currently in the Wife's name or belonging solely to the Wife (except as specifically referred to herein), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, retirement plans, business interest, partnerships, insurance policies, books, and the like, shall be the Wife's sole property and the Husband is divested of any interest he has therein.

NINTH: WIFE'S VEHICLES: The Wife is awarded the exclusive use and possession of the two Lexus vehicles currently in her possession, and the Husband is divested of all interest he may have therein. The Wife shall be responsible for the indebtedness on said vehicles and shall hold the Husband harmless from any liability arising from the non-payment of same. The Wife shall receive all keys to said vehicles.

TENTH: HUSBAND'S VEHICLES: The Husband is awarded the exclusive use and possession of the 1988 Porsche and 2007 Toyota Tundra vehicles, and the Wife is divested of all interest she may have therein. The Husband shall be responsible for the indebtedness on said vehicles and shall hold the Wife harmless from any liability arising from the non-payment of same. The Husband shall receive all keys to said vehicles.

ELEVENTH: ALIMONY: Neither party shall have any obligation to pay alimony to the other, whether rehabilitative or periodic in nature.

TWELFTH: DEBTS: Unless otherwise specified herein, the Wife shall assume and be totally responsible for paying any and all debts in her name and shall indemnify and hold the Husband harmless from any liability on same. Unless otherwise specified herein, the Husband shall assume and be totally responsible for paying any and all



DOCUMENT 195

debts in her name and shall indemnify and hold the Wife harmless from any liability on

same.

THIRTEENTH: TAXES: The parties shall immediately cooperate in filing a joint

tax return for tax year 2014, and shall immediately cooperate in filing business tax

returns, including payroll and sales taxes, for any and all years for which taxes have not

been previously filed. Any tax liability for only these taxes shall be paid out of the equity

when the Husband refinances the debt on the marital residence. The parties shall file

separate income tax returns for tax years 2015 and 2016, and each party shall be

responsible for any and all tax liability he or she may incur. The Husband shall be

entitled to claim the mortgage interest deduction on the marital residence for those two

years. For the tax year 2017, and each year thereafter, the parties shall also file

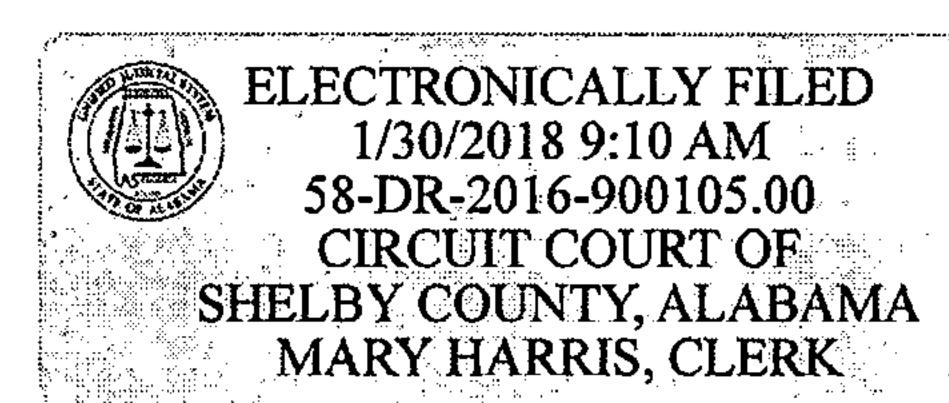
separate income tax returns, and each shall be responsible for any and all tax liability

her or she may incur.

FOURTEENTH: ATTORNEY FEES: Each party shall pay his or her own attorney fees.

DONE this 16th day of November, 2017.

/s/ GEORGE C SIMPSON **CIRCUIT JUDGE**



IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

SHORT NELVIN LAMAR, Plaintiff,)	
V. .) Case No.:	DR-2016-900105.00
SHORT BRIDGETT MICHELLE, Defendant.))	

AMENDMENT TO FINAL JUDGMENT OF DIVORCE

This Cause having come before this Court on Defendant's Motion to Amend, it is hereby

ORDERED AND ADJUDGED that the following is added to the Final Judgment of Divorce:

1. If Husband has not refinanced and paid Wife her share of the equity of the Marital Home within 120 days of the entry of the Rule 59 hearing, the house shall be listed for sale with an agreed realtor. If the parties cannot agree, Husband will propose three realtors and Wife will choose one. Husband will complete and repair items in the house deemed necessary by the realtor or inspector. The costs of these repairs will be reimbursed to the party making the expenditure from the net proceeds of the sale at closing. Wife shall execute the Quit Claim deed immediately upon presentation and it shall be held in trust by Husband's counsel until needed for refinance or sale. Upon sale of the real property the funds shall be distributed as set forth in the Final Judgment of Divorce with each party receiving one-half of the net-equity. All reasonable offers (within 3% of asking price) will be accepted. Price shall be set and reduced as recommended by realtor.

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2. Wife shall have access to the entire home from 8 a.m. until 8 p.m. on

January 27 & 28, 2018 to pack and move her property and such further dates and times

agreed to finish, not to be unreasonably denied.

3. Within 48 hours of entry of this order, Husband shall provide to Wife the

keys and title to the 2000 Lexus, provide the address and location in writing and

confirm that it is accessible to Wife and Wife shall simultaneously provide to Husband

the key to the Porsche.

4. Wife shall be restored to her name of Bridgett Michelle Rutledge Jones.

DONE this 30th day of January, 2018.

/s/ GEORGE C SIMPSON CIRCUIT JUDGE

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AlaFile E-Notice

58-DR-2016-900105.01

Judge: GEORGE C. SIMPSON

To: HARWELL MICHAEL SCOTT legalnotices@harwelllaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

BELVIN L SHORT VS BRIDGETT JONES 58-DR-2016-900105.01

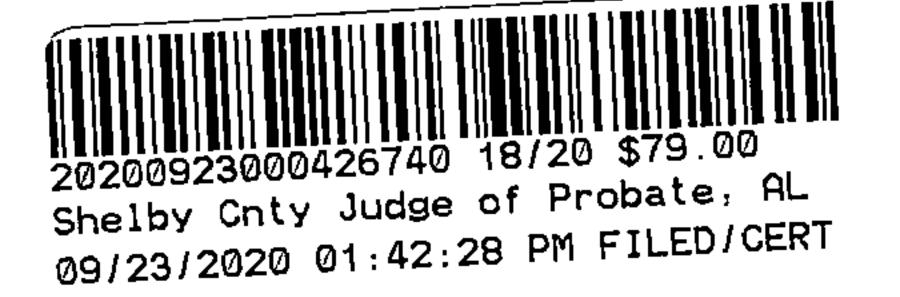
The following matter was FILED on 1/17/2020 3:24:11 PM

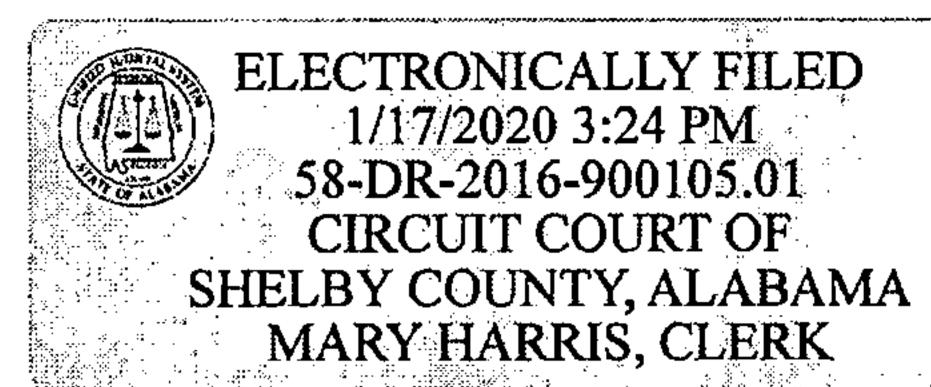
Notice Date:

1/17/2020 3:24:11 PM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760 mary.harris@alacourt.gov





IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

SHORT NELVIN L, Plaintiff,		
V.) Case No.:	DR-2016-900105.01
JONES BRIDGETT, Defendant.)	
	ORDER	

In April, 2019, Defendant filed her pro se "Motion for Contempt" as follows:

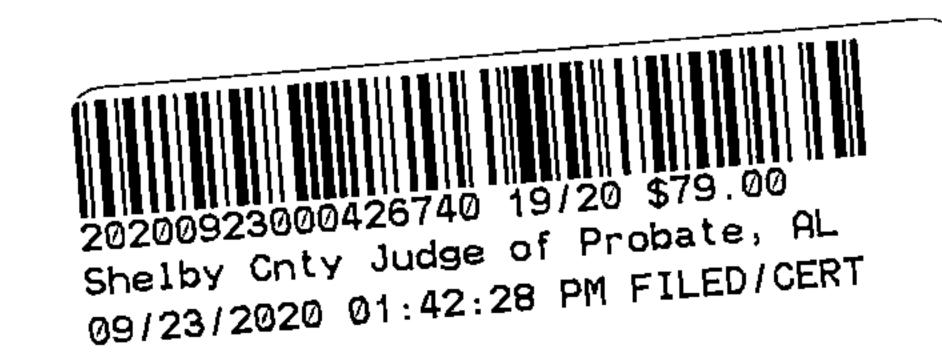
NTHE Circuit	COURT OF	SHEIBY	AMAGAJA
(Carset, Dispersion Manicipal)	• •	(Nigros of County or Manicipal	4 Jones
Nelvin L Short	V,	briage	Ortonomo
Plaintit	. A		TO TO THE RESERVE OF THE PERSON OF THE PERSO
ome Address: 204 bedge C	rae	Home Address: 174	Darun Unive
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		•	
Comes now the Petitioner, Mag	ett dones	> Iname of person reque	sing that the Respondent be held in contempt)
and shows unto the Court as follows:		Harrison Control of the control of t	•
THE DESCRIPTION OF STREET OF LAWS AND ADDRESS OF THE PERSON OF THE PERSO	fdetni, this	Respondent	(namo), WES
On	(dato), they	Respondent,	(numo), WES
On	(dato), the	Respondent,	(numo), WES
On	(data), this	Respondent,	(nemo), WES
On	onsidered, the above	re-named Petitioner mov	es this Court as follows:
On	onsidered, the above	re-named Petitioner mov	es this Court as follows: erved on the Respondent and that, a
On	onsidered, the above	re-named Petitioner mov	es this Court as follows: erved on the Respondent and that, a
WHEREFORE, the premises of the booking the Respondent by court in	onsidered, the above the date, time and to show cause w	re-named Petitioner mov place of this hearing be to hy he/she should not be	es this Court as follows: erved on the Respondent and that, a held in Ocivil Ociminal contampt of
On	onsidered, the above the date, time and to show cause w	re-named Petitioner movelede of this hearing be to hy he/she should not be ent with interest and ordinary	es this Court as follows: erved on the Respondent and that, a held in Ocivil Ociminal contempt of er payments thereon; (3) that, at the
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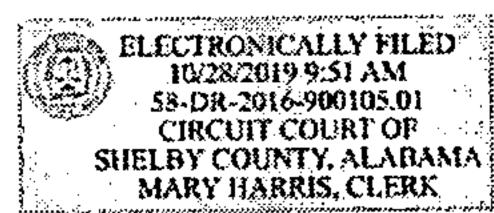
Thereafter, Defendant in July filed a pro se MOTION FOR FINANCIAL RELIEFPURSUANT TO DIVORCE DECREE which requested that this court find Plaintiff in contempt and order Plaintiff to put parties' residence house on the market as ordered in the final decree of divorce, as amended. This Court takes same as an amendment to her Motion for Contempt.

The parties have stipulated that portions of this court's order entered in this case on 28 October 2019 went beyond its jurisdiction.

This court finds as follows:

1. Portions of this Court's order bearing the following stamp



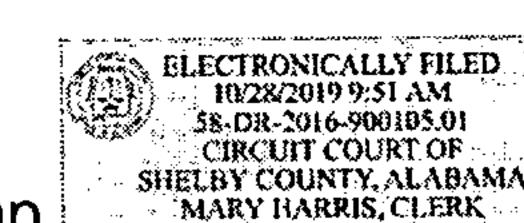


MARY HARRIS, CLERK Were entered without jurisdiction.

- 2. Plaintiff did fail to abide by this court's Final Judgment of Divorce, as amended.
- 3. Plaintiff's failure to abide by this court's Final Judgment of Divorce was not contemptuous.
- 4. The residence house of the parties is due to be sold and the proceeds divided as provided in the original Final Judgment of divorce, as amended.

IT IS THEREFORE CONSIDERED AND ORDERED as follows:

A. This Court's order bearing the following stamp set aside and withdrawn.



is hereby

- B. Defendant's request to hold the Plaintiff in contempt is DENIED.
- C. The residence house shall be forthwith listed for sale and sold and proceeds divided as set forth in this Court's Final Judgment of Divorce, as amended.
- D. To the extent not herein granted, Defendant's requests for relief are herein denied.
 - E. Costs are taxed as paid.

DONE this 17th day of January, 2020.

/s/ GEORGE C. SIMPSON CIRCUIT JUDGE

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