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Shelby Cnty Judge of Probate, AL
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58-DR-2019-900028.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

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

IN RE THE MARRIAGE OF:
LAURA L. FORBES,
Plaintiff

vs.

JEHUCAL E. FORBES,
Defendant.

DR-2019-900028 LMA
CV-2019-000016 LMA

FINAL JUDGMENT OF DIVORCE

THIS CAUSE came on for trial on the 3rd day of April, 2019 and was submitted to the Court for a final judgment upon the pleadings on record in this cause and for Entry of Default entered on March 15, 2019. Plaintiff, appearing individually, was represented by and through her attorney of record, Julie A. Palmer. Upon consideration thereof, together with ore tenus testimony, the Court is of the opinion the following Order should be entered. Accordingly, it is

ORDERED and **ADJUDGED** by the Court:

1. That the bonds of matrimony heretofore existing between the parties are dissolved, and the said **LAURA LYNN FORBES** (hereinafter referred to as "Plaintiff") and said **JEHUCAL E. FORBES**, (hereinafter referred to as "Defendant") are divorced each from the other.

2. 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.

MARRIAGE AND CHILDREN

WHEREAS, Husband and Wife were united in marriage on May 24, 2006, in Shelby County, Alabama, and there were three (3) children of said marriage, namely: Jayla Forbes, born [REDACTED] Lauriana Forbes, [REDACTED] and Laykyn Forbes, born [REDACTED], and that the Plaintiff is not now pregnant.

CHILD CUSTODY, VISITATION AND SUPPORT**CUSTODY**

Based on the ore tenus testimony of the Plaintiff in Open Court, the Court FINDS it is in the best interest of the minor children, Jayla Forbes, Lauriana Forbes and Laykyn Forbes, for their sole care, primary legal and physical custody and control to be with the Wife.

That due to the Protection Order entered by this Court on or about January 10, 2019, CV 19-000016 and pending Shelby County DC 19-969 which is pending as of the date of this Order, Defendant/Father shall have NO contact with the minor children or the parties in any manner to include physical, phone, US Mail, text, social media, third party and the like until further Order of this Court.

That the Protection from Abuse Order entered by this Court on January 10, 2019 shall remain in full force and effect until further Order of this Court. custodial/visitation

That Defendant shall NOT have access to all school, educational, doctor, hospital, or other medical reports, tests, and evaluations on said children.

RELOCATION

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 thirty (30) days of receipt of the notice or the relocation will be permitted.

The relocating parent 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.

Failure to notify other parties entitled to notice of your 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 the non-relocating party does not commence an action seeking a temporary or permanent order to prevent the change of principal residence of a child within thirty (30) days after receipt of notice of the intent to change the principal residence of the child, the change of principal residence is authorized.

CHILD SUPPORT AND HEALTH INSURANCE

That Defendant is hereby ordered to pay to Plaintiff the sum of Nine Hundred Seventy Seven Dollars (\$ 977.00) per month for the support and maintenance of the said minor children of the parties namely; Jayla Forbes, born [REDACTED] Laurana Forbes, born [REDACTED] and Laykyn Forbes, [REDACTED] with the first payment to be due and payable on May 1, 2019 and subsequent payments to be due and payable on the first day of each month thereafter, until such time as the said minor children shall reach majority, marry, or become self-supporting. The child support is set pursuant to Rule 32 Child Support Guidelines, Rule of Judicial Administration. The Child Support Guideline Forms, Plaintiff's CS-41, Defendant's CS-41 and the CS-42, are filed in this cause.

That reference is hereby made in this Final Judgment of Divorce to a separate Order entitled "Income Withholding for Support", which is specifically

incorporated herein as part of this Court's Order in this cause and this Income Withholding for Support SHALL be served immediately. The Obligee is directed to forthwith furnish to the Clerk of this Court with her current mailing address and any subsequent changes of address.

That Plaintiff shall provide medical and dental insurance coverage for the use and benefit of the minor children of the parties until such time as the said minor children shall reach majority, marry or become self-supporting.

ALIMONY

No alimony in any form is to be paid by either the Husband or the Wife.

Each party hereto forever discharges the other party from any and all claims and demands they may have against the other party for settlement of alimony and property rights of any sort or type except as set forth herein.

REAL ESTATE

Marital Residence

Wife is awarded the marital residence, located at 109 Hidden Trace Court, Montevallo, Shelby County, Alabama 35115, along with a rights, title and equity and Husband shall be divested in any rights, title and equity in said property. Wife shall be solely responsible for any further monetary responsibilities associated with the above address. A copy of deed is attached as Exhibit A.

PERSONAL PROPERTY

Husband and Wife have divided household contents or personal property.

VEHICLES

That the Plaintiff is awarded the automobile currently in her possession and the Defendant is divested of any right, title or interest therein, and further the Defendant shall perfect such documents necessary to transfer title to the Plaintiff forthwith. The Plaintiff shall be responsible for any indebtedness due on said automobile and shall hold the Defendant harmless therefrom.

That the Defendant is awarded the automobile currently in his possession and the Plaintiff is divested of any right, title or interest therein, and further the Plaintiff shall perfect such documents necessary to transfer title to the Defendant forthwith. The Defendant shall be responsible for any indebtedness due on said automobile and shall hold the Plaintiff harmless therefrom.

MISCELLANEOUS PERSONAL PROPERTY

- A. The Wife shall take sole title to and possession of all items of personal and real property currently in her name or belonging solely to her (and not specifically referred to in this agreement), including without limitation business interests, partnerships, boats, automobiles, cash, checking and savings accounts, IRA's, 401 (k)s, securities, insurance policies, and the like, and the Husband is hereby divested in any interest he may have therein.
- B. The Husband shall take sole title to and possession of all items of personal and real property currently in his name or belonging solely to him (and not specifically referred to in this agreement), including without limitation business interests, partnerships, boats, automobiles, cash, checking and savings accounts, IRA's, 401(k)s, securities, insurance policies, and the like, and the Wife is hereby divested in any interest she may have therein.

BANK ACCOUNTS

Any and all bank, savings, retirement, stock or brokerage accounts shall be titled to the respective parties and is hereby confirmed in their name. There are no known joint banking or saving accounts.

DEBTS

MARTIAL DEBTS

There are no known joint outstanding martial debts.

OTHER DEBTS

- A. Except as otherwise provided herein, each party shall be responsible for all debts incurred in his or her separate name. On each debt for which a party is responsible, that party shall indemnify and hold the other party harmless therefrom.
- B. Neither party shall hereafter directly or indirectly incur further debts or credit obligations which would obligate the other party, either individually or jointly.
- C. Each party warrants to the other that neither has incurred debts upon which the other party may be liable, in any manner whatsoever, which have not been disclosed to the other party.

TAX CONSIDERATION

The Husband and Wife shall be equally (50%) responsible for and shall hold the other harmless from any liability upon any income tax liability related to the Parties' joint income for their joint tax returns for any year during which the parties were married.

The Wife shall be entitled to claim the children on her federal and state tax returns each year beginning with the 2019 tax year.


The Wife shall be entitled to 100% of any federal or state income tax return for the 2018 tax year.

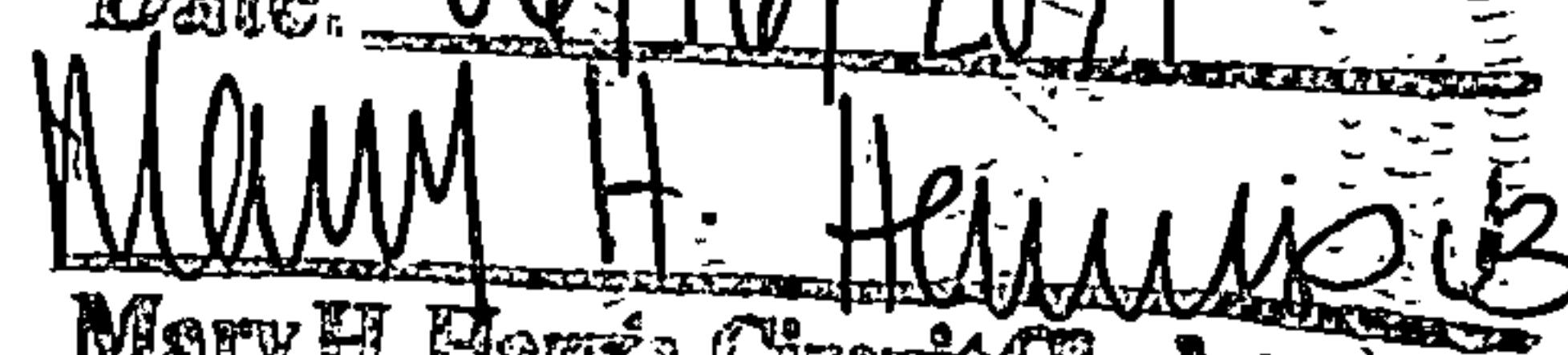
ATTORNEY'S FEES AND COSTS

The Plaintiff's attorney of record is Julie A. Palmer, and Wife shall be solely responsible for any legal fees incurred in her representation in this matter. Court cost is taxed to the Plaintiff.

All other request for relief requested by either party not address herein shall be deemed DENIED.

DONE and ORDERED on the 3rd day of April, 2019.


Laura M Alvis
Circuit Judge

Certified a true and correct copy
Date: 06/16/2021

Mary H. Harris, Circuit Clerk
Shelby County, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

State
Deed To



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Shelby Cnty Judge of Probate, AL
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WARRANTY DEED

THIS INDENTURE made and entered into on this the 26th day of July, 2007, by and between ADAMS HOMES, L.L.C., an Alabama limited liability company, as Grantor, and LAURA T. FORBES AND JEHUCAL FORBES, as Grantees.

WITNESSETH: That the said Grantor, for and in consideration of the purchase price of the property being \$157,900.00. A portion of the consideration set forth was paid from the proceeds of a mortgage closed simultaneously herewith in the amount of \$150,005.00, and other good and valuable considerations to the Grantor in hand paid by the Grantees, the receipt of which is hereby acknowledged, the Grantor has given, granted, bargained, sold and conveyed and does by these presents give, grant, bargain, sell and convey unto the Grantees, for and during their joint lives and upon the death of either of them, then to the SURVIVOR of them forever, in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion, the following described property, lying and being in the County of Shelby, State of Alabama, to-wit:

Lot 108, according to the plat of The Lakes at Hidden Forest, Phase I, as recorded in Map Book 36, Page 115, in the Office of the Judge of Probate of Shelby County, Alabama.

Excepting therefrom all interests in and to all oil, gas and other minerals, in on and/or under said property and all rights in connection therewith which may have been granted, reserved or released to others.

TO HAVE AND TO HOLD the lot or parcel of land above described, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining unto the Grantees, their heirs and assigns, forever; and

THE said Grantor does hereby covenant with and represent unto the said Grantees, their heirs and assigns, that it is lawfully seized in fee simple of the lot or parcel of land above described, that the same is free from all liens and encumbrances, except ad valorem taxes due and payable October 1, 2006, and any restrictions, easements, ways and building setback lines of record, if any in the office of the Judge of Probate of Shelby County, Alabama, and all zoning ordinances applicable to the subject property and they will warrant and forever defend the title to said premises against the lawful claims and demands of all persons, subject to the exceptions set out herein.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the day of and year first above written.

ADAMS HOMES, L.L.C.
An Alabama limited liability company

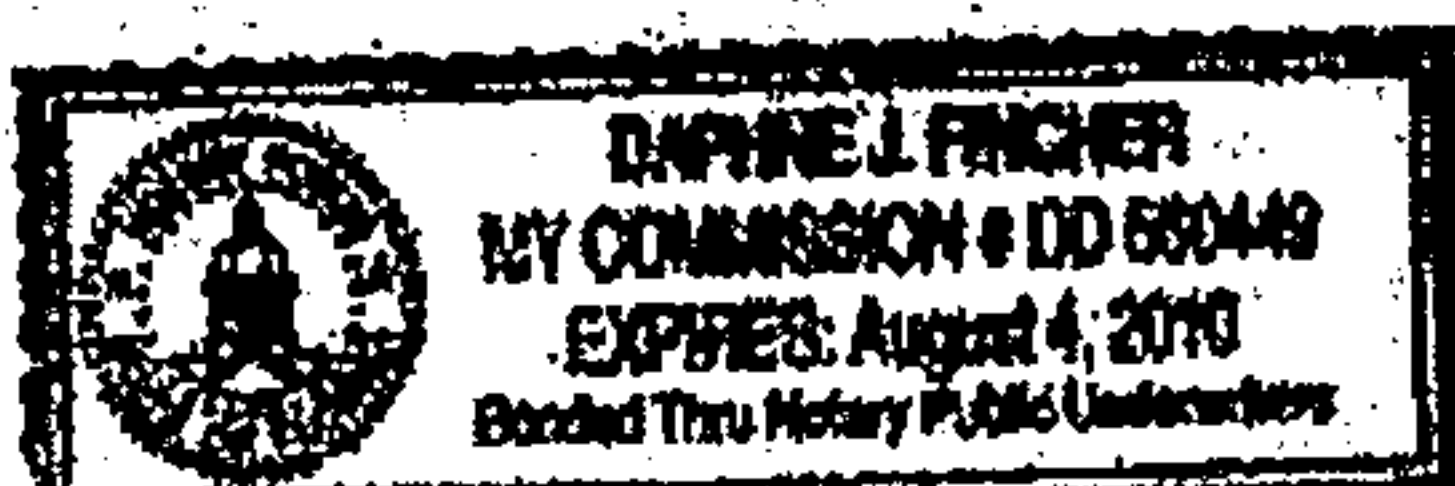

By: Wayne L. Adams
Its President

(SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Wayne L. Adams, as President of Adams Homes, L.L.C., an Alabama limited liability company, 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 said conveyance, he executed the same voluntarily, in his capacity with full authority as said officer on the day the same bears date.

GIVEN under my hand and official seal this 26th day of July, 2007.




Notary Public

My Comm Expires: 8/4/10

(SEAL)

Prepared by:
RICHARD CHESNUT
266 N. Vance Parkway