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 Shelby Cnty Judge of Probate, AL
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 2/15/2018 2:26 PM
 58-DR-2017-900118.00
 CIRCUIT COURT OF
 SHELBY COUNTY, ALABAMA
 MARY HARRIS, CLERK

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

MARIE ELIZABETH PAREDES,)

Plaintiff,)

v.)

CRUZ ALEJANDRO PAREDES,)

Defendant.)

Civil Action No.

DR 2017 - 900118.00 HLC

JUDGMENT OF DIVORCE

This action coming to be heard on February 5, 2018, was submitted upon Plaintiff's Complaint for Divorce, Plaintiff's Motion For Default Judgment due to Defendant's failure to file an Answer after he was served by publication by Order of this court, along with the Defendant's failure to appear at the hearing for the Default Judgment and the Plaintiff's testimony. Upon consideration thereof, the Court is of the opinion that the Plaintiff is entitled to the relief prayed for in said Motion For Default Judgment.

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED BY THE COURT as follows:

1. That the bonds of matrimony heretofore existing between the parties are dissolved, and the said MARIE ELIZABETH PAREDES and said CRUZ ALEJANDRO PAREDES are divorced 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.



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CUSTODY

3. The Plaintiff, MARIE ELIZABETH PAREDES, shall have sole legal and physical custody of the parties' minor children, namely, Alexis Yolanda Paredes, born May 18, 2001 and Maria Aneliz Paredes born July 30, 2008.

VISITATION

4. Based on testimony provided by the Plaintiff at the hearing on Plaintiff's Motion For Default Judgment, it is hereby determined that it is in the best interest of the minor children that the Defendant's visitation be supervised by the Plaintiff and said visitation shall take place in the municipality here in Alabama where the children reside. Said visitation is to be no more than twice per month and only upon 48 hours advance notice to the Plaintiff by the Defendant.

Neither party shall in any way attempt to harass, harm, hinder, decrease, or destroy the natural love of the child for the other parent. Neither parent shall make disparaging remarks or otherwise speak badly of the other parent to another party, to, or in the presence of, the child and both parents shall make every effort to prevent others from doing so. Further, the parties shall strive to maintain harmonious relations for the benefit of the parties' child.

Neither party shall be under the influence of drugs or alcohol, during the custodial/visitation period, or when in the presence of the minor child.

5. 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:



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- (a) The intended new address, including the specific street address, if known.
- (b) The mailing address, if not the same as the street address.
- (c) The telephone number or numbers at such residence, if known.
- (d) If applicable, the name, address, and telephone number of the school to be attended by the child, if known.
- (e) The date of the intended change of principal residence of a child.
- (f) A statement of the specific reasons for the proposed change of principal residence of a child, if applicable.
- (g) A proposal for a revised schedule of custody of or visitation with a child, if any.
- (h) 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.

You must give notice by certified mail of the proposed change of principal residence on or before the forty-fifth (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 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 you, as a 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 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.

SUPPORT

6. The Defendant, CRUZ ALEJANDRO PAREDES is Ordered to pay Plaintiff, MARIE ELIZABETH PAREDES as support and maintenance for the minor children the sum of \$635.31 per month and
 \$100.00 per month for 12 months for a total of
 \$1,200.00 Dollars for retroactive child support, the first payment to



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be due and payable on the 1st day of March, 2018, and subsequent payment to be due and payable on the 1st day of each month thereafter until such time as the minor children attains the age of nineteen (19) years of age, marries or becomes otherwise emancipated.

HEALTH INSURANCE

7. The minor children are covered by Medicaid.

8. All non-covered medical expenses incurred on behalf of the parties' minor child(ren) shall be divided equally (50/50) between the parties. Said expenses include but are not limited to, hospital, doctor, dental, orthodontic, psychiatric, optometric, optical care, prescription drugs and the like. Each party shall provide the opposing party with all invoices, receipts, bills, or other statements incurred for such medical expenses and proof of payment within thirty (30) days after receipt. If either party has been called upon to pay such expenses, the opposing party shall immediately reimburse the party who incurred said expense. The parties shall indemnify and hold one another harmless from any liability arising out of any such non-covered medical expenses.

PERSONAL PROPERTY

9. Each party is vested in the personal property in their respective possession.

REAL PROPERTY

10. The parties jointly own real estate located at 505 Creekview LN, Pelham, Alabama 35124. The Wife is awarded sole possession of the said property and is to be solely responsible for all outstanding payments of indebtedness, utilities, insurance, taxes, etc... for the said property.

VEHICLES

11. The parties are each awarded any vehicle in their possession and said party in possession of said vehicle is responsible for any indebtedness against said vehicle, insurance, maintenance and upkeep and the party in possession of said vehicle shall indemnify and hold harmless the other party therefrom

DEBT

12. Except as otherwise provided herein, each party shall be responsible for paying his or her debts.

ATTORNEY FEES/COURT COSTS

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13. The Defendant shall pay to the Plaintiff a fee of _____ Dollars (\$ 1,800.00) to reimburse her for money spent for 7.5 hours in attorney's fees.

14. The Defendant shall pay the Plaintiff _____ Dollars (\$ 343.25) for the cost of Court in this matter.

15. The Clerk is directed to serve a copy of this Order on counsel for the Plaintiff, MARIE ELIZABETH PAREDES and Defendant, CRUZ ALEJANDRO PAREDES as follows:

Attorney For Plaintiff
Jeffrey M. Chapman
2163 Highway 31 South, Ste 213
Pelham, AL 35124
(205) 663-1599

Defendant
CRUZ ALEJANDRO PAREDES
Address Unknown

DONE AND ORDERED, this the 14th day of February 2018.

H L Conwill
HEWITT L. CONWILL
CIRCUIT JUDGE

Certified a true and correct copy

Date: 06/21/2021

Mary H. Harris
Mary H. Harris, Circuit Clerk
Shelby County, Alabama

This instrument was prepared by:
Mary L. Gifford, Attorney at Law
2080 Valleydale Road, Ste. 16
Birmingham, AL 35244

Send Tax Notice To:
Cruz A. Paredes and Marie Elizabeth Paredes
505 Creekview Lane
Pelham, AL 35124-1629

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STATE OF ALABAMA

20050308000106610 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
03/08/2005 03:37:29PM FILED/CERT

exhibit A

COUNTY OF SHELBY

SALES PRICE: \$123,000.00

Return to:
General American Corp
5011 Cahaba Drive #300
St. Louis Park, MN 55416

WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to the undersigned Grantor, in hand paid by the Grantees herein, the receipt whereof is hereby acknowledged, we, R. Ryan Duke and Maureen M. Duke, husband and wife, herein referred to as Grantor, whether one or more, do grant, bargain, sell and convey unto Cruz A. Paredes and Marie Elizabeth Paredes, husband and wife, herein referred to as Grantees, as joint tenants with right of survivorship the following described real estate situated in Shelby County, Alabama to-wit:

Lot 2, in Block 1, according to the Survey of Oak Mountain Estates as recorded in Map Book 5, Page 57, in the Office of the Judge of Probate of Shelby County, Alabama.

This deed is being recorded simultaneously with a mortgage on the above described property in the amount of \$123,000.00.


- Subject to:
- (1) Ad valorem taxes for the year 2005 and all subsequent years, not yet due and payable
 - (2) Mineral and/or mining rights not owned by Seller
 - (3) Utility easements serving the property, residential subdivision covenants and restrictions, and building lines of record, provided that none of the foregoing materially impair use of the property for residential purposes.
 - (4) All easements, rights-of-way, restrictions and encumbrances of record
 - (5) Present Zoning Classification Residential

TO HAVE AND TO HOLD unto the said Grantees, as joint tenants with right of survivorship, their heirs and assigns forever. It being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.


AND WE DO for ourselves and for our heirs, executors and administrators covenant with said Grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that we have a good right to sell and convey the same as aforesaid; that we will, and our heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereto set forth my hand and seal this 28th day of February, 2005.

GRANTORS:



R. Ryan Duke



Maureen M. Duke