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FINAL JUDGMENT OF DIVORCE

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Form 23

IN RE: THE MARRIAGE OF

DONNA E. CHATHAM
PLAINTIFF.

and

WALTER WINN CHATHAM
DEFENDANT.

CIRCUIT COURT
TENTH JUDICIAL CIRCUIT OF ALABAMA

CIVIL ACTION NO. DR94 3701 WCZ

FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for final judgment upon the pleadings and proof. Upon consideration thereof, 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 Donna E. Chatham and said Walter Winn Chatham are divorced each from the other.

SECOND: 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.

THIRD: That the costs of Court accrued herein are hereby taxed against the Defendant.

FOURTH: That reference is hereby made in this Final Judgment of Divorce to a separate order entitled, Order of Continuing Income Withholding for Support, pursuant to **Code of Alabama** 1975, Title 30-3-60 et seq., which is specifically incorporated herein as a part of this Court's order and decree in this cause; however this Order ~~shall~~/shall **NOT** be served until further Order of the Court.

FIFTH: It is further ORDERED, ADJUDGED and DECREED by the Court that the agreement of the parties filed in this cause, attached hereto, is hereby ratified and approved and made a part of this decree the same as if fully set out herein and the parties to this cause are ordered to comply therewith.

* * * LAST ITEM * * *

FILED IN OFFICE
NOV 8 1994
POLLY CONRAD
CLERK OF CIRCUIT COURT
JEFFERSON COUNTY, AL

DONE and ORDERED this the NOV 8 1994 day of _____, 19 _____.

ORIGINAL SIGNED BY
W. C. ZANATY, JR.
Circuit Judge,
Civil Division

Copies of this Judgment mailed pursuant to Rule 77(d) of the Alabama Rules of Civil Procedure this date.

Dated: NOV 9 1994, 19 _____

Polly Conrad

ADPH-F-HS-16



I, Polly Conradi, Clerk of the Circuit Court of Jefferson County, do hereby certify that the foregoing is a true, correct and full copy of the instrument herein set out as appears of record in said Court.

WITNESS my hand and the seal of said Court this NOV 2 1994

the _____ day of _____, 19

Polly Conradi

CLERK

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

DONNA JEANEAN CHATHAM,

PLAINTIFF,

VS.

WALTER WINN CHATHAM,

DEFENDANT.

CIVIL ACTION

NO. DR 94 3701 WCZ

FILED IN OFFICE

OCT 27 1994

AGREEMENT

THIS AGREEMENT made this day by and between WALTER WINN CHATHAM (hereinafter referred to as the "Husband") and DONNA JEANEAN CHATHAM (hereinafter referred to as the "Wife") WITNESSETH:

WHEREAS, the Wife has filed a Complaint for Divorce against the Husband in the Circuit Court for the Tenth Judicial Circuit of Alabama, and

WHEREAS, the Husband and the Wife have agreed with each other as to the settlement of their affairs, and

WHEREAS, they have expressed the desire that this Agreement be incorporated and made a part of the Final Judgment of Divorce, subject to the approval of the Court, in the event a Final Judgment is rendered in this cause,

IT IS THEREFORE AGREED AND UNDERSTOOD, by and between the parties as follows:

CHILDREN

Shared Custody

1. Husband and Wife shall jointly share in the care, custody and control of the minor children, Asra Annette Chatham, age 10,

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Richard Coleman Chatham, age 8, and James Noel Chatham, age 5. Husband and Wife acknowledge that it is in the best interest and welfare of their children that the Husband and Wife jointly share custody. The parties further recognize the needs of their minor children for each parent's love, attention and influence and the parties agree to cooperate fully with each other in order to provide for the best interests and welfare of their minor children. The parties further recognize the need to cooperate one with the other in matters affecting the general health, welfare, education and well-being of their minor children. Husband and Wife agree to keep each other meaningfully informed of the school progress, health matters and the like for said minor children. This Agreement intends to specifically recognize the fitness of both parents and the respective love and concern that each has for the minor children. The division of custodial time the minor children shall spend with both Husband and Wife, and, the fact that the primary residence of the minor children shall be with the Wife, shall in no way negatively reflect upon the concern, care, and interest in and welfare of the parties' minor children on the part of the Husband.

The parties agree that travel arrangements for the children outside the State of Alabama shall be subject to the mutual approval by the parties.

D.C.
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The custodial time the Husband shall be afforded with the minor children shall be as follows:

a. Every other weekend from 6:00 p.m. on Friday until 6:00 p.m. the following Sunday;

b. Each Christmas Day from 3:00 p.m. until 3:00 p.m. on the following New Year's Day;

c. Two (2) non-consecutive two (2) week periods during the summer at a time to be selected by the Husband but upon written notice to the Wife at least thirty (30) days in advance of such visitation;

d. Every other Thanksgiving Day from 10:00 a.m. until 6:00 p.m. of the following Sunday beginning with the next Thanksgiving holiday;

e. Every other birthday of each child from 6:00 p.m. on said date until 8:00 a.m. the following day beginning with the next birthday of each child; and

f. Every Father's Day the children shall be with the Father and every Mother's Day the children shall be with the Mother; and

g. Any other reasonable times and places of which the parties herein agree.

In the event the Husband or Wife no longer live in the State of Alabama, the Husband's custodial shall be as follows:

A. Six (6) weeks during each summer at a time to be selected by Husband provided, however, that Husband shall have mailed by registered mail a written notice to Wife of the dates of intended visitation at least thirty (30) days prior to such visitation;

B. One week each Christmas beginning on December 26;

C. Four (4) days each Spring School Holiday;

D. Any other times the Husband is in the town in which the minor children reside; and

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E. During any periods of visitation the said minor children may travel by commercial airliner provided:

a. The Husband shall pay all air fares for the transportation of said minor children.

b. The flights shall be either non-stop or direct and no change of planes will be involved until each of said children reach the age of fourteen (14) years, unless the children are accompanied by an adult approved by the Wife;

c. All travel arrangements shall be made by the Husband;

d. Husband shall notify the Wife not less than ten (10) days of the date of the visitation, of the date, time, airline and flight number of the proposed carrier;

e. Husband will send to Wife the round trip tickets or shall ensure that they will be at the air terminal ready for said minor children at time of departure;

f. Wife shall be required to deliver said minor children to the nearest commercial airport offering direct flight service to the airport at which Husband will receive the children. Wife shall also pick up the said children at the termination of the periods of visitation;

g. Husband shall ensure that either Husband or the children notify the Wife of the arrival of the children as soon as possible after the children is met by Husband;

h. At the end of the period of visitation, Husband shall notify Wife of date, time, carrier and flight number of the return flight. The Husband shall notify the Wife twenty-four (24) hours prior to the time of departure; and

i. On the return of the said minor children, Wife shall ensure that either Wife or the

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children notify Husband of the return of the children.

Both parties shall keep the other informed on a current basis as to the residence address and telephone number where the children reside.

Support and Maintenance

2. The Husband shall pay to the Wife for the support and maintenance of the minor children of the parties the sum of ONE THOUSAND SEVEN HUNDRED THIRTY-TWO AND NO/100 DOLLARS ($1,732.00) per month. Said child support shall be due on the first day of September, 1994 and shall continue to be due on the first day of each month thereafter until said children attain the age of nineteen (19), marries or becomes self-supporting whichever shall first occur. Said amount of child support is in conformance with Rule 32 of the Alabama Rules of Judicial Administration.

a. The Husband shall be entitled to claim the minor children as deductions for State and Federal income tax purposes ~~until the Husband's obligation to pay alimony hereunder terminates; thereafter the Wife~~ D.C.

~~Income Withholding Order shall be entitled to claim the minor children as deductions for State and Federal income tax purposes.~~

3. Due to the fact that the parties have made alternative arrangements for the payment of child support the Order of Continuing Income Withholding for Support being entered in this cause shall NOT go into effect until further Order of the Court. D.C. WK

Children's Health Insurance

4. The Husband shall provide, pay all premiums due thereon and keep in full force and effect a policy of health,

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hospitalization and major medical insurance for the use and benefit of the minor children of the parties for so long as he shall have an obligation to pay child support or educate the children. The Husband shall provide the Wife with proof of the existence of said policy in the form of an identification card suitable for obtaining health services by the Wife on behalf of the minor children. The Husband shall pay and be responsible for all reasonable and necessary medical, hospital, dental, prescription drug and orthodontist expenses not covered by said policy, to include but not limited to any co-payments and deductibles.

The Wife agrees to provide to the Husband all invoices, receipts and other statements incurred by the children within thirty (30) days after receipt of same. The parties agree to fully cooperate with each other on the filing and processing of said claims under the aforementioned hospital/major medical insurance policy. Neither party shall unreasonably withhold their approval or cooperation in filing or processing of said claim.

Life Insurance

7. The Husband shall keep in full force and effect the life insurance policy issued by Northwestern National Life, UAB group policy number GL-24342-6, and the policy issued on the Husband's life, VA group, with a combined aggregate face amount of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($120,000.00) and he shall name the children as equal irrevocable beneficiaries under

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said policies for so long as he shall have an obligation to pay child support or educate the children. The Husband shall in no way encumber or otherwise cause the death benefits to be reduced to an amount less than $120,000.

The Husband shall furnish proof that said policies are in full force and effect on the anniversary date of the divorce decree on an annual basis.

8. The Husband shall keep in full force and effect the life insurance policy issued by Time Insurance Company, policy number 0102719575, with an aggregate face amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00) and he shall name the children as equal irrevocable beneficiaries under said policy for so long as he shall have an obligation to pay child support or educate the children. However, said cash value may be utilized by the Husband for the payment of the children's college education expenses at Husband's discretion and may be used for purposes other than payment of said expenses upon mutual written consent of the Husband and Wife.

The Husband shall furnish proof that said policy is in full force and effect on the anniversary date of the divorce decree on an annual basis.

College Education

9. The Husband shall provide and pay for a college education for the children, Asra Annette Chatham, age 10, Richard Coleman Chatham, age 8 and James Noel Chatham, age 5. The Husband shall

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be responsible for tuition, books, all fees required by the institution incident to the children's education, and room and board furnished by the institution. Further, the Husband shall pay and be responsible for the reasonable and customary transportation expenses for each child while attending college. The Husband's obligation under this paragraph shall not exceed the then prevailing rates at the University of Alabama at Tuscaloosa, Alabama. The use of the phrase "shall be based on the then prevailing rates at the University of Alabama at Tuscaloosa, Alabama" is not intended to direct that the children actually attend that University but rather to state the financial obligation required of the Husband. The Husband shall discharge this obligation by payment direct to the institution for the use and benefit of the aforesaid children.

While enrolled in the college or university the children shall maintain at least an overall "C" average, otherwise, the Husband's obligation shall terminate. The Husband shall have full access to the children's grades and academic standing.

In the event any of the children shall become entitled to or otherwise shall receive any scholarships or grants, the Husband shall be credited with the said sum or financial benefit during that period of time the children shall be entitled to the education provision of this Order.

The cash value of the policy with Time Insurance Company, as described in Paragraph 8 hereinabove, and the Children's Uniform

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Gifts to Minors accounts, as described in Paragraph 10 hereinbelow, shall be utilized and credited towards the Husband's obligation for college education expenses herein.

The Husband's obligation under this paragraph shall cease when the child attending has completed a four year course of study or upon the child reaching his/her twenty-third (23rd) birthday, whichever event occurs first.

a. The Husband's obligation for college education expenses may be extended past the child's 23rd birthday in the event the child is unable to attend college due to medical reasons, as certified by the child's physician.

Children's Uniform Gifts to Minors Accounts

10. The parties shall remain joint Trustees of the following accounts with First Alabama Bank:

a. Account No. 90-28555-68, Walter Winn Chatham or Donna Chatham, Custodian James Noel Chatham; and

b. Account No. 90-28555-84, Walter Winn Chatham or Donna Chatham, Custodian Richard Coleman Chatham; and

c. Account No. 90-28555-76, Walter Winn Chatham or Donna Chatham, Custodian Asra Annette Chatham.

The Husband shall cause the Wife to become a co-trustee with the Husband on the following First Alabama Investment, Inc. accounts:

a. Account No. 11483419, Walter Winn Chatham, Custodian James Noel Chatham;

b. Account No. 11483518, Walter Winn Chatham, Custodian Richard Coleman Chatham; and

D.C.
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c. Account No. 11481116, Walter Winn Chatham, Custodian Asra A. Chatham.

Said accounts shall be maintained by the Husband and he shall make contributions to said accounts on a voluntary basis. Said accounts shall be utilized for the payment of the children's college education expenses and may be used for purposes other than payment of said expenses only upon mutual written consent of the Husband and Wife.

Children's Activities

11. Both the Husband and Wife desire to be involved in the various activities of their minor children. These include academic, religious, civic (such as civic related organizations or community projects, etc.), cultural (such as music, theater and the like), athletic, medical and dental activities of the children. The Husband and Wife agree that they will consult with each other prior to initiating any such activity with the minor children. It is further agreed and understood that both parties will notify one another of all conferences, programs or events relating to such activities in such a way that both parties will have an opportunity to participate in such activities.

Both parents shall have access to all school, education, doctor, hospital or other medical reports, tests and evaluations on said children. This provision constitutes the Wife's consent for the release of such information to the Husband.

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SPOUSAL SUPPORT

Periodic Alimony

12. The Husband shall pay to the Wife as periodic alimony the sum of FIVE HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS ($568.00) per month beginning on the first day of September, 1994. Said payments shall be due on the first day of each month thereafter until the first to occur of the following events: securement of full-time employment by the Wife, expiration of seven (7) years from the rendering of a divorce decree herein, securement of less than full-time employment or self-employment income yielding average monthly income equal to or exceeding 125% of the monthly alimony amount; the Wife's death, the Husband's death, the Wife's remarriage, ~~the Wife's commission of those acts contemplated in Sec. 30-2-55, Code of Alabama (1975), or as otherwise provided by law.~~ D.C. WL

COBRA

13. The Wife shall be entitled under COBRA to maintain the existing health, hospitalization, dental, prescription drug and major medical insurance under which she is presently covered through Husband's employment. The Husband shall cooperate fully in maintaining said coverage for Wife and shall take no steps to terminate such insurance. In the event COBRA coverage is unavailable to the Wife, or upon exhaustion of COBRA coverage, similar hospitalization and medical insurance coverage shall be made available to the Wife. The Husband shall be responsible for and pay all the premiums for ~~to continue~~ said health insurance for the

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whether same is COBRA or other coverage. Further, the Husband shall pay any co-payments and annual deductibles which may be required pertaining to the use of said policy. The Husband shall provide to the Wife written proof of coverage within 30 days of the date of this Decree. The Husband's obligation herein shall terminate upon the first to occur of the following events: the expiration of forty-eight (48) months, the Wife's obtaining other equivalent health insurance, the Wife's death, the Husband's death, the Wife's remarriage, ~~the Wife's commission of those acts contemplated in Section 30-2-55, Code of Alabama, (1975), or as otherwise provided by law.~~

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Life Insurance

14. The Husband shall keep in full force and effect the life insurance policy issued by Golden Rule Insurance Company, policy #L52109866, with an aggregate face amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00) and he shall name the Wife irrevocable beneficiary under said policy for so long as he shall have an obligation to pay alimony as defined in Paragraph 13 herein. The Husband shall in no way encumber or otherwise cause the death benefits to be reduced to an amount less than $250,000.

The Husband shall furnish proof that said policy is in full force and effect on the anniversary date of the divorce decree on an annual basis.

Wife's College Expenses

15. The Husband shall pay and be responsible for the Wife's college expenses toward her completion of requirements for a second

D.C. WC

baccalaureate and/or Master's degree. The obligation for said expenses shall be limited to tuition and fees required by the institution incident to the Wife's education. The Husband's obligation under this paragraph shall be based on the then prevailing rates at the University of Alabama at Birmingham, Alabama. The use of the phrase "shall be based on the then prevailing rates at the University of Alabama at Birmingham, Alabama" is not intended to direct that the Wife actually attends that University but rather to state the financial obligation required of the Husband. The Husband shall discharge this obligation by payment direct to the institution for the use and benefit of the Wife.

The Wife may attend college as a part or full time student. The Husband's obligation for the Wife's college expenses as described herein shall continue until the first of the following events to occur: the expiration of five (5) years, the Wife's death, the Husband's death, ~~the Wife's remarriage, the Wife's commission of those acts contemplated in Section 30-2-55, Code of Alabama, (1975), or as otherwise provided by law.~~ D.C. VC

a. The Husband's obligation for college education expenses may be extended past five years only in the event the Wife is unable to attend college due to medical reasons, as certified by her physician.

D.C.
VC

1990 Dodge Caravan

16. For so long as the Husband shall have an obligation to pay periodic alimony, the Wife shall have the use and benefit of the 1990 Dodge Caravan. The Husband shall pay and be responsible for the insurance, repair and maintenance of said vehicle. Upon termination of the Husband's alimony obligation, the Wife shall become sole owner of the 1990 Dodge Caravan. Should the Wife choose to become the sole owner of the 1990 Dodge Caravan prior to termination of the Husband's alimony obligation, the Husband shall grant to the Wife sole ownership of said vehicle and the Wife shall be responsible for insurance, maintenance and repair costs for said vehicle.

REAL PROPERTY

1500 Beckham Drive

17. The homeplace of the parties located at, to-wit: 1500 Beckham Drive, Homewood, Alabama 35209, is awarded to the Wife and the Husband is divested of any right, title or interest therein. The Wife shall pay and be responsible for the mortgage indebtedness due BankBoston Mortgage Corporation (loan number 672936-1) and she shall indemnify and hold the Husband harmless from any loss or obligation thereon. The Husband shall execute a statutory warranty deed conveying his interest in said property to the Wife.

2814 Belcourt Avenue

18. The real property located at, to-wit: 2814 Belcourt Avenue, Nashville, Tennessee 37212, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 13, "Block Z" on the plan of Fairfax Place, recorded at Book 547, page 137 and 138, Register's Office for said county. Said Lot No. 13 fronts 60 feet on the northerly margin of Belcourt Avenue and extends back between parallel lines 158.68 feet to a dead line. Being the same property conveyed to W. Winn Chatham and wife, Donna E. Chatham by deed from J. Stewart Clifton, Jr., and wife, Louise E. Clifton of record in book 6073, page 175, Register's office for Davidson County, Tennessee

is awarded to the Husband and the Wife is divested of any right, title or interest therein. The Husband shall pay and be responsible for the mortgage indebtedness and note due F.B.S. Mortgage Corporation (loan number 126992) and he shall indemnify and hold the Wife harmless from any loss or obligation thereon. The Wife shall execute a statutory warranty deed conveying ~~his~~ her interest in said property to the Husband. D.C. WC

PERSONAL PROPERTY

19. The Husband is vested with the full right, title and interest to all household furniture, furnishings, appliances, goods, wares and other personal property and effects in his possession, and the Wife is divested of any right, title or interest therein.

20. The Wife is vested with the full right, title and interest to all household furniture, furnishings, appliances, goods, wares

D.C. WC

and other personal property and effects in her possession and the Husband is divested of any right, title or interest therein.

21. All items of personal or real property currently in the Husband's name or belonging solely to him, (except as specifically referred to in this Agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, retirement plans, business interests, partnerships, insurance policies, books and the like shall be his sole property, and the Wife hereby renounces any interest that she may have therein.

22. All items of personal or real property currently in the Wife's name or belonging solely to her, (except as specifically referred to in this Agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, retirement plans, business interests, partnerships, insurance policies, books and the like shall be her sole property, and the Husband hereby renounces any interest that he may have therein.

23. The assets in the parties' account with First American in Nashville has already been divided to the the satisfaction of both parties.

24. The Toyota Camry is hereby awarded to the Husband and the Wife is divested of any interest therein.

D.C
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DEBTS

25. The Husband shall pay and be responsible for the marital debts of the parties which are not specifically referred to herein and which were incurred prior to July 31, 1994. The Husband shall indemnify and hold the Wife harmless from any obligation thereon. The Wife represents that she has not incurred or caused to be incurred any unreasonable debts during the marriage or since the parties' separation.

26. The parties shall relinquish and terminate all joint credit cards, charge cards and accounts, including but not limited to the following:

MBNA America, account #5329 0315 0226 4433
Shell, account #5369 9001 7202 1086
First Card, account #4250 481 424 759
Macy's, account #63 406 54 631
BP Oil Company, account #023 905 515 5

QUALIFIED DOMESTIC RELATIONS ORDER

27. Reference is hereby made to a separate Order entitled "Qualified Domestic Relations Order" which said Order is hereby incorporated herein as if set forth in full. The parties herein agree that said Order shall take full effect and shall be binding each upon the other and that their signatures affixed to this Agreement shall constitute acknowledgement and acquiescence to the entry of said Qualified Domestic Relations Order.

It is the intent of the parties that said Qualified Domestic Relations Order shall direct the sum of $10,000 be transferred from

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the Husband's retirement plan to the Wife's separate retirement account. Said transfer shall be a "rollover" from the Husband's account to the Wife's account to minimize tax penalties or obligations.

CHECKING AND SAVINGS ACCOUNTS

28. The Husband and Wife shall each be awarded one-half (1/2) of the proceeds from the following accounts:

a. AmSouth Bank, N.A., account #012000019 003970667
Account balance as of 7/27/94 - $1,017;

b. First Alabama bank, account #90-28555-50
Account balance as of 7/27/94 - $5,517; and

c. McKenzie Municipal Bond Fund, held by First Alabama Investments, Inc.
Account balance as of 6/30/94 - $4,983.

GENERAL RELEASE

29. Each party is hereby released from any claim or obligation of any type to the other that, but for this release, would otherwise have survived this judgment of divorce, except for those obligations undertaken herein, or imposed herein, upon each party.

WARRANTY

30. The Husband and Wife each represent and warrant to the other that neither has incurred any debts or obligations, except as herein set out, for which the other may be held liable.

D.C.
WC

EXECUTION OF DOCUMENTS

31. 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 either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

ATTORNEY'S FEE / COURT COSTS

32. The Husband shall pay to the Wife an amount equal to two-thirds of her attorney's total fee for services of her attorney of record in this cause.

33. All costs of court accrued herein are taxed to the Husband for collection of which, execution will issue.

W
D.C.

INTEGRATED BARGAIN AGREEMENT

34. The parties agree that all payments provided herein to be other than alimony and child support made by the Husband are in the nature of a property settlement and are not subject to modification by the Court. This is an Integrated Bargain Agreement. Except as herein expressly provided, neither party shall have any claims or rights against the other at any time hereafter.

D.C.
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GOVERNING LAW

35. This Agreement shall be governed by the laws of the State of Alabama.

The parties hereto covenant one to the other that each has made a complete and full disclosure of their respective assets, include, but not limited to: stocks, bonds, bank accounts, chattels, real and personal property.

DISCLAIMER

Each party states that he or she has freely entered into this Agreement. This Agreement was executed free of any duress, coercion, collusion, or undue influence. In such instances, it represents a compromise of disputed issues; however, both parties believe that its terms and conditions are fair and reasonable.

Both parties acknowledge that no representations, warranties, promises, covenants or undertakings of any kind have been made to him or her as an inducement to enter into this Agreement, other than those expressly set forth herein. This Agreement is intended to be, and is, the complete agreement of the parties.

By the execution of this Agreement, each party warrants and represents to the other party that he or she has fully disclosed his or her financial status; that the terms of this Agreement are fair, just and equitable.

D.C.
WL