AlaFile E-Notice

31-DR-2022-900038.00

Judge: GEORGE C. DAY, JR.

To: FLOYD JOHN DAVID
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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF ETOWAH COUNTY, ALABAMA

PATRICIA DIANA BLANTON V. ALAN DALE BLANTON
31-DR-2022-900038.00

The following matter was FILED on 5/1/2023 10:44:42 AM

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CASSANDRA JOHNSON
CIRCUIT COURT CLERK
ETOWAH COUNTY, ALABAMA
801 FORREST AVENUE
SUITE 202
GADSDEN, AL, 35901

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ELECTRONICALLY FILED
5/1/2023 10:44 AM
31-DR-2022-900038.00
CIRCUIT COURT OF
ETOWAH COUNTY, ALABAMA
CASSANDRA JOHNSON, CLERK

IN THE CIRCUIT COURT OF ETOWAH COUNTY, ALABAMA

BLANTON PATRICIA DIANA, Plaintiff,	)	
V.	)	Case No.: DR-2022-900038.00
BLANTON ALAN DALE, Defendant.	)	

FINAL JUDGMENT OF DIVORCE

This case came before the Court for final hearing on Plaintiff's Complaint for Divorce. Present were the Plaintiff and her attorney, John Floyd, and the Defendant and his attorney, David Bailey.

The Court heard testimony *ore tenus*. Upon due consideration of the evidence presented, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. The bonds of matrimony previously existing between the Plaintiff and Defendant are hereby dissolved and they are forever divorce from each other for and on account of incompatibility of temperament between the parties. Further, there has been an irretrievable breakdown of the marriage of the parties, and any further attempts at reconciliation would be futile and not in the best interests of the parties.

2 Neither party shall contract marriage, except with each other, until sixty (60) days after the date of this Judgment. Should an appeal be taken within 42 days, neither party shall contract marriage, except to each other, during the period of said appeal.

3. The evidence in this case indicates that many years ago, the Defendant exhibited admirable characteristics as a parent, serving as a boy scout leader and a T Ball dad. The evidence also indicates, however, that he manifested troubling behavior, including physical, verbal and emotional abuse directed from time to time toward his wife and children, which increased in frequency and severity up to the time of the parties separation on or about January 28, 2022. The Court finds that such behavior was the primary cause of the irretrievable breakdown of the marriage of the parties. The Plaintiff suggested that the Defendant's behavior may be attributable at least in part to untreated depression related to his own early history. Regardless of the source of behavior, the Court agrees with the Plaintiff that she and the minor child lived long enough in the chronically unpleasant environment that it presented. The Court understands that the Plaintiff and the minor child have sought counseling, but that the Defendant has declined assistance. The Court will not order, but it strongly recommends that the Plaintiff and the minor child continue in counseling, and that the Defendant seek assistance, as well. The Court finds that such wrongful conduct on the part of the Defendant was the primary cause of

the irretrievable breakdown of the marriage. The Court takes into account that conclusion, and the fact that the parties was of some fifty (50) years in duration, in the property distribution it makes by this Final Judgment of Divorce.

4. Three children were born of the marriage, but all of them have attained the age of majority. The parties have adopted three of their grandchildren, but all of them have attained the age of majority, as well, except for the youngest, Nikitta Marie Blanton, who is seventeen (17) years of age. Sole custody of said minor child is placed in the Plaintiff. Because of the age of said minor child, and the circumstances described in the preceding paragraph, the Defendant's visitation with her is limited to such times and places to which the parties agree in advance; provided, that absent the ability of the parties to reach an agreement, the Defendant's visitation shall be limited to a period of two (2) hours every other weekend, supervised by such individual or individuals upon whom the parties agree, and if they are unable to reach agreement as to the identity of such party, then all such visitation shall be supervised by the Family Success Center.

5. Based upon the respective incomes of the parties, as certified by Forms CS-41 (Income Affidavits) filed by the parties with the Court, Rule 32, Alabama Rules of Judicial Administration, indicates $449.00 as the appropriate level of monthly child support payable by the Defendant to the Plaintiff, based upon the Child Support Guidelines prescribed thereby; however, testimony indicated that some $602.00 is being paid to the Plaintiff for the minor child based upon the disability record of the Defendant, and that some additional $450.00 is being paid by the state of Florida. As long as the Plaintiff receives at least as much as $449.00 in third party payments on account of the Defendant's disability record, no additional sums shall be payable by him as child support. To the extent that, prior to the minor's attainment of the age of 19 years, sums thus payable reduce to less than the said $449.00, the shortfall shall be paid directly by the Defendant to the Plaintiff, through Alabama Central Disbursement Division, P.O. Box 4960, Montgomery, Alabama 36103-4960.

6. Each of the parties shall be responsible for payment of one-half of any health care expenses of the minor child which are not paid by insurance or other third party. To trigger this obligation as to a given health care expense item, the Plaintiff must transmit to the Defendant a copy of any unpaid invoice within fifteen (15) days after receipt, one-half of which shall be paid by the Defendant direct to the provider within not more than thirty (30) days after receipt of such invoice, or, if the item already has been paid by the Plaintiff, receipt of a copy of the invoice, together with evidence of such payment (e.g., a paid receipt), whereupon the Defendant shall reimburse the Plaintiff one-half of the amount of such advance within thirty (30) days after receipt.

7. The Plaintiff shall be entitled to claim the minor child of the parties as a dependent for purposes of federal and state income taxes, and the Defendant shall execute any documentation which may be necessary to enable the Plaintiff to do so.

8. The following provision is incorporated into this Final Judgment of Divorce as required by Section 30-3-166, Alabama Code (1975), as amended:

Alabama law requires each party in this action who has either custody of or the right to visitation

with a child to notify other parties who have custody of or the right to 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 his Decree as follows:

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 residence of a child, if applicable.
G. A proposal for a revised schedule of custody of or visitation with a child, if any.

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 forty-five (45) day notice, you must give such notice by certified mail not later than the tenth (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 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 thirty (30) days after receipt of notice of intent to change the principal residence of the child, the change of principal residence is authorized.

9. The Plaintiff is vested with full and complete title in and to the following real property, and the Defendant is divested of all right, title and interest therein:

A. The former marital residence of the parties located in Etowah County, Alabama, the street address of which is 737 Cates Road, Gadsden, Alabama 35901. The Plaintiff places a value of $344,000.00 on such property, based upon Zillow, and the Defendant places a value

thereon of $230,000.00. The evidence indicated mortgage indebtedness owing PennyMac Mortgage of $170,000.00. Assuming the accuracy of the parties' valuations and the mortgage indebtedness as noted, there is equity of some $60,000.00 to $174,000.00 in the property.

B. The property where the parties previously resided in Middleburg, Florida, consisting of some five (5) acres and a triple wide mobile home; the Plaintiff testified to a value of $100,000.00-$125,000.00, free and clear, and the Defendant testified to a value of $60,000.00 and mortgage indebtedness of $15,000.00-$20,000.00.

Within thirty (30) days after the date of entry of this Final Judgment, the Defendant shall execute and deliver to the Plaintiff deeds and other documentation prepared at the expense of the Plaintiff to effectuate vesting of title consistent with the foregoing. If the Defendant refuses or fails to execute and deliver such deeds and related documentation, the Court will effectuate this vesting of title pursuant to Rule 70, Alabama Rules of Civil Procedure, and reserves the right to tax the additional expense incurred on account thereof against the Defendant.

Given the Defendant's own income and basic needs, he is financially unable to pay the mortgage payment on the home on an indefinite basis. It is for that reason that the Court has awarded the Florida property solely to the Plaintiff. The Court contemplates that upon a sale of the former marital home, the Florida property, and the truck now in her son's possession, the Plaintiff will be in a financial position, after payment of any and all mortgage indebtedness thereon, to utilize the net proceeds therefrom to pay cash for an adequate home.

10. The parties are vested as follows with full and complete title in and to the following described motor vehicles, and the other is divested of all right, title and interest therein:

A.	To the Plaintiff:	Toyota Sienna van, for her own use; and Truck now in possession of Jeffrey Alan Blanton, to be sold (at the option of the Plaintiff) and the proceeds of such sale applied toward payment of the mortgage indebtedness on the former marital home.
B.	To the Defendant:	Dodge Caravan.

The parties shall cooperate in good faith, within thirty (3) days after the date of entry of this Final Judgment, in execution of such bills of sale, assignments of title, and other documentation as is necessary and appropriate to effectuate the foregoing.

11. Except as otherwise provided by this Final Order, each of the parties is hereby vested with full and complete title in and to all items of tangible personal property as are in their respective possession, and the other party is divested of all right, title and interest therein.

12. Each of the parties shall be vested with full and complete title in and to all intangible assets, including, but not limited to bank accounts, in their respective names, and the other is divested of all right, title and interest therein.

13. Each of the parties shall be solely responsible for payment of their own individual indebtednesses.

14. By order of March 1, 2022, the Protection from Abuse proceeding pending as Case Number: DR-2022-29.90 was consolidated with the above-styled case. Based upon the evidence presented in this case, which was consistent with that discussed in Item 3, above, the Defendant is hereby restrained from the following: (a). Injuring, threatening, stalking or harassing the Plaintiff or the minor child; (b). Coming around or about the Plaintiff or the minor child, except with respect to exercise of his visitation rights within the limitations prescribed by Item 4, above; (c). Coming around or about the property of the Plaintiff; and (d). Contacting the Plaintiff or the minor child by telephone, text message, email or otherwise, except for communications with regard to visitation with or otherwise concerning the minor child of the parties. This Order is being entered as a final order in Case No.: DR-2022-29.90, as well.

15. Any relief sought in this case which is not granted by this Judgment is denied.

16. Each of the parties are responsible for payment of the fees of the respective attorneys. Court costs are taxed as paid.

DONE this 1st day of May, 2023.

/s/ GEORGE C. DAY, JR.
CIRCUIT JUDGE