

IN THE CIRCUIT COURT OF ETOWAH COUNTY, ALABAMA

ANGIE LEIGH HORTON,

PLAINTIFF

VS.

JONATHON WADE HORTON,

DEFENDANT

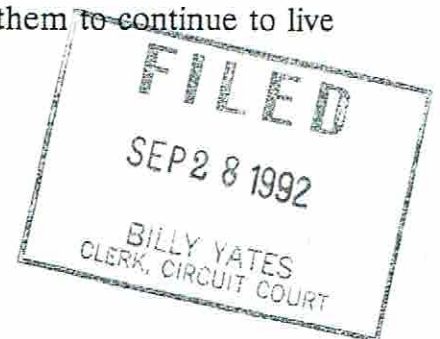
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CASE NO.: DR-92- 742-DWS

COMPLAINT

Comes now the Plaintiff and brings this her Complaint for Divorce against Defendant and as grounds for the same assigns the following:

1. Plaintiff avers that she and Defendant are both of legal age and are bona fide resident citizens of Etowah County, Alabama and have been such for more than six (6) months next preceding the filing of this Complaint.
2. Plaintiff avers that she and Defendant were married on December 7, 1990, and lived together as husband and wife until on or about September 1, 1992, at which time the parties separated and have not lived together as husband and wife since.
3. Plaintiff avers that there has been one child born of the marriage, namely, [REDACTED] and that she is the most fit and proper person to have the full care, custody and control of said minor child.
4. Plaintiff avers that there has been an irretrievable breakdown in the marital relationship of the parties and that there now exists such a complete incompatibility of temperament between the parties that it is no longer possible for them to continue to live together as husband and wife.



5. Plaintiff avers that Defendant repeatedly during the pendency of the marriage and since the date of the separation has physically abused Plaintiff and that she is in need of an immediate order enjoining and restraining Defendant from harassing, threatening, intimidating, or having any contact or communication whatsoever pending further order of the Court.

6. Plaintiff avers that she has insufficient funds with which to support herself and the minor child of the parties, but that Defendant is financially well able to contribute to her support as well as the support of the minor child.

7. Plaintiff avers that Defendant should be required to maintain health insurance to cover all medical, dental and prescription drug bills of the minor child and be responsible for any medical or dental expenses not covered thereby.

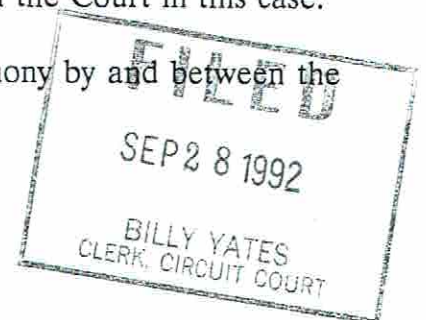
8. Plaintiff avers that Defendant should be required to maintain a life insurance policy on his life in an adequate amount as the Court deems proper naming the minor child of the parties as an irrevocable beneficiary thereof.

9. Plaintiff avers that as a part of its Final Judgment in this case that the Court should Order Defendant to be responsible for the college education of the minor child.

10. Plaintiff avers that she has insufficient funds with which to pay her attorney a reasonable fee for his services in this proceeding or to pay the Court costs but that the Defendant is financially well able to pay a reasonable fee for her attorney together with the costs of this proceeding.

WHEREFORE, Plaintiff requests the following relief from the Court in this case:

(a) An absolute divorce dissolving the bonds of matrimony by and between the parties;



(b) An immediate Order enjoining and restraining Defendant from having any contact or communication with Plaintiff whatsoever and specifically enjoining and restraining Defendant pending further Orders of the Court from coming about the premises located at 111 Maitre Street, Gadsden, Alabama 35901;

(c) Full care, custody and control of the minor child of the parties;

(d) An award of alimony in gross or periodic alimony in a sum the Court deems proper;

(e) That the Court will require Defendant to pay a weekly sum of child support as established by the Child Support Guidelines and Schedules under Rule 32 of the Alabama Rules of Judicial Administration;

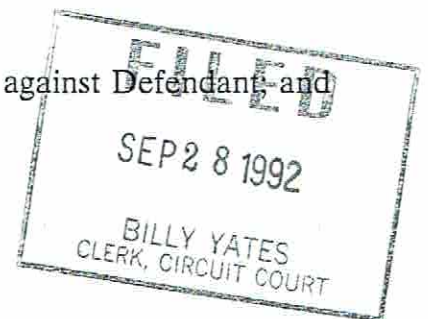
(f) That the Court will require Defendant to maintain health insurance to cover all medical, dental and prescription drug bills of the minor child and will require Defendant to be responsible for any medical, dental or prescription drug expense not covered by said insurance;

(g) That the Court will require Defendant to maintain a life insurance policy on his life in an amount the Court deems practicable naming the minor child as an irrevocable beneficiary thereof;

(h) That the Court will require Defendant to pay all reasonable and necessary college expenses incurred by the minor child in the future;

(i) That the Court will require Defendant to pay Plaintiff's attorney a reasonable fee for his services in this proceeding;

(j) That the Court will tax the costs of this proceeding against Defendant and



(k) For such other, further or different relief to which Plaintiff may be entitled to receive, both general and special, the premises considered.

Angie Leigh Horton
ANGIE LEIGH HORTON

STATE OF ALABAMA)

COUNTY OF ETOWAH)

Before me, the undersigned authority, a Notary Public in and for the State of Alabama at Large, personally appeared Angie Leigh Horton, who is known to me, and who being by me first duly sworn, deposes and says that she has read the averments of the foregoing complaint for divorce at that to the best of her knowledge, information and belief the same are true and correct.

Sworn to and subscribed before me on this the 28th day of September 1992.

Ann Hoge
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/30/94

FORD & HUNTER, P.C.

BY: [Signature]
J. Gullatte Hunter, III
Attorney for Plaintiff
Post Office Box 388
Gadsden, Alabama 35902-0388
(205) 546-5432

FILED
SEP 28 1992
BILLY YATES
CLERK, CIRCUIT COURT

PLEASE SERVE DEFENDANT, JONATHON WADE HORTON, WITH PROCESS AT
THE FOLLOWING ADDRESS:

c/o Joe Horton
259-A College Street
Gadsden, Alabama 35901

(Defendant is located at this residence only on weekends at the present time).

