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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

OLIVE DEWEY SHANNON,

LIBER 5063 PAGE 691

Plaintiff and
Counter-defendant,

vs.

Civil Action No. 73-242 368 DO

Friend of Court No. 301-333

LIBER 6317 PAGE MISC

LOIS MARIE SHANNON,

Defendant and
Counter-plaintiff.

FILED
JAMES R. KILLEEN
WAYNE COUNTY CLERK
SEP 22 1975
BY

LAWRENCE WARREN (P 22000)
Attorney for Plaintiff and Counter-defendant

BLAISE A. REPASKY (P 19369)
Attorney for Defendant and Counter-plaintiff

DEFAULT JUDGMENT OF DIVORCE

At a session of said Court held in the City-County Building, City of Detroit, County of Wayne, State of Michigan, on SEP 22 1975

PRESENT: HONORABLE NEAL FITZGERALD
Circuit Judge

This matter having come on to be heard upon the Complaint for Divorce of OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, taken as confessed upon the stipulated withdrawal of the Answer to Complaint for Divorce and Counterclaim for Divorce of LOIS MARIE SHANNON, defendant and counter-plaintiff herein, and the proofs having been taken in open court from which it satisfactorily appears to this Court that there has been a breakdown of the marriage relationship to the extent that the objects of matrimony have been destroyed and that there remains no reasonable

likelihood that the marriage can be preserved, and the Court being duly advised in the premises,

On Motion of SOMMERS, SCHWARTZ, SILVER, SCHWARTZ & TYLER, P.C., attorneys for plaintiff and counter-defendant,

IT IS ORDERED that the marriage between the said plaintiff and counter-defendant, OLIVE DEWEY SHANNON, and the said defendant and counter-plaintiff, LOIS MARIE SHANNON, be, and the same is hereby dissolved and a divorce from the bonds of matrimony between said parties is hereby adjudged.

PROPERTY SETTLEMENT AND
PROVISION IN LIEU OF DOWER

IT IS FURTHER ORDERED that LOIS MARIE SHANNON, defendant and counter-plaintiff herein, shall retain as her separate property, free, clear, and discharged from any claim thereto by OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, all of the right, title, and interest of the parties in and to a parcel of realty situated in the City of Taylor, County of Wayne, State of Michigan, to-wit:

> Lot 176, Belton Park Subdivision, being a part of the North 1/2 of Section 10, Town 3 South, Range 10 East, Taylor Township, Wayne County, Michigan, as recorded in Liber 76, Page 97, Wayne County Records, and more commonly known as 8134 Polk, Taylor, Michigan.

and LOIS MARIE SHANNON, defendant and counter-plaintiff herein, shall assume and pay any encumbrance remaining thereon and save harmless OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, from any further liability thereon.

IT IS FURTHER ORDERED that OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, shall retain as his separate property, free, clear, and discharged from any claim thereto by LOIS MARIE SHANNON,

defendant and counter-plaintiff herein, all of the right, title, and interest of the parties in and to a parcel of realty situated in the State of Tennessee, to-wit:

> 9.05 acres, Dry Creek Road, South side of Dry Creek Road, East of Brick Church Park, Nashville, Davison County, Tennessee,

and OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, shall assume and pay any encumbrance remaining thereon and save harmless LOIS MARIE SHANNON, defendant and counter-plaintiff herein, from any further liability thereon.

IT IS FURTHER ORDERED that OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, shall retain as his separate property, free, clear, and discharged from any claim thereto by LOIS MARIE SHANNON, defendant and counter-plaintiff herein, all of the right, title, and interest of the parties in and to the stepladder, extension ladder, Citizens Band radio antenna and wiring, hunting tent and hunting equipment presently situated at 8134 Polk, Taylor.

IT IS FURTHER ORDERED that LOIS MARIE SHANNON, defendant and counter-plaintiff herein, shall retain as her separate property, free, clear, and discharged from any claim thereto by OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, all of the remaining household goods, furniture, furnishings, and appliances situated at 8134 Polk, Taylor, Michigan.

IT IS FURTHER ORDERED that LOIS MARIE SHANNON, defendant and counter-plaintiff herein, shall retain as her separate property, free, clear, and discharged from any claim thereto by OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, the four (4) cemetery lots situated

in Michigan Memorial Park and the two (2) cemetery lots situated in the State of Tennessee, and LOIS MARIE SHANNON, defendant and counter-plaintiff herein, shall assume and pay any encumbrances remaining thereon and save harmless OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, from any further liability thereon.

IT IS FURTHER ORDERED that LOIS MARIE SHANNON, defendant and counter-plaintiff herein, shall retain as her separate property, free, clear, and discharged from any claim thereto by OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, all of the right, title, and interest of the parties in and to the $1,000.00 bond with Gillian Baptist Church.

IT IS FURTHER ORDERED that OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, shall retain as his separate property, free, clear, and discharged from any claim thereto by LOIS MARIE SHANNON, defendant and counter-plaintiff herein, all of the right, title, and interest of the parties in and to Investors Certificate of America, Inc., Certificate No. 0420-1437906, and Investors Accumulation Plan of I.D.S. Investment Program, Account No. 01020-1437906-6.

IT IS FURTHER ORDERED that OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, shall retain as his separate property, free, clear, and discharged from any claim thereto by LOIS MARIE SHANNON, defendant and counter-plaintiff herein, all of the right, title, and interest of the parties in and to the 1970 Chevrolet one-half ton pick-up truck acquired during the time of the marriage.

IT IS FURTHER ORDERED that LOIS MARIE SHANNON, defendant and counter-plaintiff herein, shall retain as her separate property, free, clear, and discharged from any claim thereto by OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, all of the right, title, and interest of the parties in and to the 1969 Chevrolet Impala automobile acquired during the time of the marriage.

IT IS FURTHER ORDERED that OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, shall forthwith pay over to LOIS MARIE SHANNON, defendant and counter-plaintiff herein, an amount equal to 1/2 of the net cash surrender value as of June 17, 1975, of Prudential Life Insurance Company policy No. 34316563, Bankers Life and Casualty Company policy No. 5181050, Bankers Life and Casualty Company policy No. 5148621, Metropolitan Life Insurance policy No. 686315299A, Standard Life Insurance Company policy No. 49595, and Capital Life Insurance Company policy No. 325 569, in addition to the sum of One Thousand Three Hundred Twelve Dollars ($1,312.00), being one-half (1/2) of those sums borrowed by the plaintiff and counter-defendant from Metropolitan Life Insurance Company for the purpose of paying back support.

IT IS FURTHER ORDERED that each of the parties hereto shall retain as their separate property, free, clear, and discharged from any claim thereto by the other party, all of their personal clothing and effects and all of that remaining property presently in the possession of the respective parties.

IT IS FURTHER ORDERED that this property settlement is a provision made for LOIS MARIE SHANNON, defendant and counter-plaintiff herein, in lieu of her dower in the lands of her husband, the plaintiff and counter-defendant; and OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, shall hereafter hold his remaining lands free, clear, and discharged from any such dower right or interest, and said provision shall also be in full satisfaction of all claims that LOIS MARIE SHANNON, defendant and counter-plaintiff herein, has or may hereafter have in any property which OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, owns or may hereafter own or in which he has or hereafter may have any interest.

IT IS FURTHER ORDERED that this property settlement is a provision made for OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, in full satisfaction of all claims that he has or may hereafter have in any property which LOIS MARIE SHANNON, defendant and counter-plaintiff herein, owns or may hereafter own or in which she has or hereafter may have any interest.

IT IS FURTHER ORDERED that each of the parties hereto shall forthwith execute those documents necessary to effectuate the conveyances herein set forth, and in lieu thereof this Judgment may be recorded and serve as a conveyance of the property herein set apart to the respective parties.

ALIMONY

IT IS FURTHER ORDERED that LOIS MARIE SHANNON, defendant and counter-plaintiff herein, shall pay no alimony to OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein.

IT IS FURTHER ORDERED that commencing June 17, 1975, OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, shall pay to the defendant and counter-plaintiff herein, through the Office of the Friend of the Court for the County of Wayne, in advance, as alimony for the defendant and counter-plaintiff, the sum of Twenty Dollars ($20.00) per week until the death or remarriage of the defendant and counter-plaintiff.

PAYMENT OF ARREARAGE

IT IS FURTHER ORDERED that OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, shall forthwith pay to the defendant and counter-plaintiff, through the Office of the Friend of the Court for the

County of Wayne, any and all support arrearage owing as of June 17, 1975, pursuant to the Temporary Orders heretofore entered in the within cause, and OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, shall forthwith pay to the defendant and counter-plaintiff any and all other arrearage existing as of June 17, 1975, pursuant to the Temporary Orders heretofore entered in the within cause.

INSURANCE

IT IS FURTHER ORDERED that OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, shall maintain in full force and effect and unencumbered Prudential Life Insurance Company policy No. 28443815 and Metropolitan Life Insurance policy No. 23124986A, with LOIS MARIE SHANNON, defendant and counter-plaintiff herein, designated as irrevocable beneficiary thereon until LOIS MARIE SHANNON, defendant and counter-plaintiff herein, dies or remarries.

IT IS FURTHER ORDERED AND ADJUDGED that any rights of either party in any policy or contract of life, endowment, or annuity insurance of the other, as beneficiary, are hereby extinguished unless specifically preserved by this Judgment.

ADDRESS OF PARTIES

IT IS FURTHER ORDERED that LOIS MARIE SHANNON, defendant and counter-plaintiff herein, shall immediately notify the Office of the Friend of the Court for the County of Wayne of any change of her address from 8134 Polk, Taylor, Michigan, while this Order for Support is operative; and OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, shall immediately notify the Office of the Friend of the Court for the County of Wayne of any change of his address from 15760 Hazelton, Detroit, Michigan, while this Order for Support is operative.

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SERVICE FEE

IT IS FURTHER ORDERED that OLIVE DEWEY SHANNON, plaintiff and counter-defendant herein, shall pay to the Office of the Friend of the Court for the County of Wayne, the sum of One and 50/100 Dollars ($1.50) per month, payable semi-annually, in advance, on January 2 and July 2 of each year hereafter while this Order for Support is operative. Initial payment for the months preceding the next regular due date shall be made forthwith.

NEAL FITZGERALD
Circuit Judge

APPROVED AS TO FORM AND SUBSTANCE:

Attorney for Defendant and Counter-plaintiff

A TRUE COPY
JAMES R. KILLEEN
CLERK
BY ..... DEPUTY CLERK

No. A № 002021

STATE OF MICHIGAN } ss.
County of Wayne }

E-314

CERTIFIED COPY—"LAW"

I, JAMES R. KILLEEN, Clerk of Wayne County, and Clerk of the Circuit Court for the County of Wayne, do hereby certify, that the above and the foregoing is a true and correct copy of

DEFAULT JUDGMENT OF DIVORCE #73-242-363-DO

entered in the above entitled cause by said Court, as appears of record in my office. That I have compared the same with the original, and it is a true transcript therefrom, and of the whole thereof.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this SEP 29 1975 day of ..... A.D. 19.....

JAMES R. KILLEEN, Clerk

Fee, $ 2.00 ..... Deputy Clerk