BOOK 9986PG800

NO. 360-126485

IN THE MATTER OF	*	IN THE DISTRICT COURT
THE MARRIAGE OF	*	
	*	
FLORENCE LEVINSON	*	TARRANT COUNTY, TEXAS
AND	*	
IRVIN R. LEVINSON	*	360th JUDICIAL DISTRICT

AGREED DECREE OF DIVORCE

BE IT REMEMBERED that in open Court on the 1 day of June, 1989, came on for hearing the above-entitled and numbered cause.

Petitioner and Counter-Respondent, FLORENCE W. LEVINSON, Social Security No. [redacted]3867, 501 Shadowood Drive, Apt. 660, Nashville, Tennessee 37205, having previously entered an appearance herein, has indicated her agreement to the provisions and terms of this Decree as evidenced by her signature and that of her attorney, JOE BRENT JOHNSON, affixed herein, did not otherwise appear herein.

Respondent and Counter-Petitioner, IRVIN R. LEVINSON, [redacted]5100, P.O. Box 330621, Fort Worth, Texas 76163-0621, appeared in person and with his attorney of record, MARK J. ROSENFIELD, and announced ready for trial.

JURISDICTION

The Court finds that the pleadings of Petitioner and Counter-Petitioner are in due order and contain all the allegations, information and prerequisites required by law.

The Court, after receiving evidence, finds that it has jurisdiction over this cause of action and over the parties

hereto, and that at least sixty (60) days have elapsed since the date this suit was filed.

The Court finds that Petitioner has been a domiciliary of this State for the preceding six-month period and resident of Tarrant County for the preceding ninety (90) day period.

The Court finds that a record of testimony was waived, and all matters in controversy, including questions of fact and of law, were submitted to the Court. All persons entitled to citation were properly cited.

A record of testimony was not made by agreement of the parties and with the consent of the Court.

AGREEMENT OF PARTIES

Petitioner and Respondent have each consented to all of the terms and conditions of this Decree and state that said Agreement is made in accordance with Section 3.631 of the Texas Family Code. The parties further state that this Agreement is fair, reasonable and equitable and constitutes a just and rignt division of the parties property and the parties request this Court to sign and approve this Agreement.

DIVORCE

The Court finds, that without regard to the fault of either party, this marriage has become insupportable because of discord or conflict of personalities that destroys the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the marriage between Petitioner, FLORENCE W. LEVINSON, and

Respondent, IRVIN R. LEVINSON, be and the same is hereby dissolved, canceled and terminated and they are hereby divorced.

The Court also finds that Respondent, IRVIN R. LEVINSON, has agreed to cooperate in helping Petitioner, FLORENCE W. LEVINSON, to the extent possible, obtain a Jewish divorce according to Jewish law. Any expenses, attorneys' fees and costs incurred in this endeavor shall be paid by Petitioner, FLORENCE W. LEVINSON.

CHILDREN

The Court finds that no children were born to or adopted by the parties of this marriage and that none is expected.

DIVISION OF PROPERTY

The Court finds that the parties have acquired marital property during this marriage and that it is necessary to make a just and right division of their marital estate having due regard for the rights of each party.

The Court finds that the following division of the estate is just and right, having due regard for the rights of each party of the marriage.

IT IS DECREED that the estate of the parties be divided as follows:

Petitioner, FLORENCE W. LEVINSON, is awarded the following as Petitioner's sole and separate property, and Respondent, IRVIN R. LEVINSON, is hereby divested of all right, title and interest in and to such property:

(P1) All household furniture, furnishings, fixtures, goods, appliances, and equipment currently in the possession of Petitioner, subject to any indebtedness thereon;

(P2) All clothing, jewelry, and other personal effects currently in the possession of Petitioner, subject to any indebtedness thereon;

(P3) Any and all sums of cash in the possession of or subject to the control of Petitioner, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in Petitioner's name or from which Petitioner has the sole right to withdraw funds or which are subject to Petitioner's control, including but not limited to the IRA at Gibraltar Savings, Acct. # 45-114206-6 and the CD-IRA at Sunbelt Savings, Acct. # 055-002782-1;

(P4) Any and all sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, pension plan, or like benefit program existing by reason of Petitioner's past, present, or future employment;

(P5) Any and all policies of life insurance, including any and all cash values thereof, insuring the life of Petitioner.

(P6) The 1981 Datsun automobile, together with any prepaid insurance thereon, and subject to any and all indebtedness thereon.

(P7) All of Petitioner's separate property, to-wit:

Ficus Benjamina tree with pot; cornplant & clay pot; brass pot planter; tulip lamp; 11"x14" photo of Radnor Lake by Lisa; 5" x 7" floral picture by Lisa; 5-piece butterfly picture set; 2 bathroom bird plaques; wine color garment bag; baby crib and mattress; 20"x22" painting of little girl; heavy blue ashtray; crystal vase; porcelain floral arrangement; small porcelain flower arrangement from Vicki; pictures in hall; 16"x20" picture of Petitioner; 2 crystal wine decanters; 2-pair (4) brass candlesticks; 1-pair (2) crystal salt/pepper shakers; set of black & white with floral Crescent china; cutting board from Lisa; assorted wine glasses; assorted coffee mugs; Hamilton Beach electric mixer; large Revere Ware pot; assorted pots and pans.

(P8) 75 shares of the Walmart stock which currently

stand in the name of Respondent;

(P9) 50 shares of the Walmart stock which currently stand in the name of Petitioner;

(P10) 1050.4974 shares of the Fidelity Trend Fund KEOGH plan, account number 005 1506070042 42 111, Fidelity Investments, PO Box 62004, Dallas, Texas 75262-0024, which currently stand in Respondent's name;

(P11) $3,709.06 from the IRA in the name of Respondent, at First Gibralter Bank, FSB, PO Box 4239, Dallas, Texas 75208, account number 45-114204-1, which said funds are to be rolled into Petitioner's IRA at the same bank, account number 45-114206-6.

Respondent, IRVIN R. LEVINSON, is hereby awarded the following as Respondent's sole and separate property, and Petitioner, FLORENCE W. LEVINSON, is hereby divested of all right, title, and interest in and to such property.

(R1) All household furniture, furnishings, fixtures, goods, appliances, and equipment currently in the possession of Respondent, subject to any indebtedness thereon;

(R2) All clothing, jewelry and other personal effects in the possession of Respondent, subject to any indebtedness thereon;

(R3) Any and all sums of cash in the possession of or subject to the control of Respondent, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in Respondent's name or from which Respondent has the right to withdraw funds or which are subject to Respondent's control, including but not limited to the Money Market Account at Gibraltar Savings, Acct. # 30-6611108 and the Certificate of Deposit at Sunbelt Savings, Acct. # 049-041226-2;

(R4) Any and all sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, pension plan, or like benefit program existing by reason of Respondent's past, present, or future employment, including but not limited to

the Keogh plan with Fidelity Investments, Fidelity Trend Fund Acct. # 005 1506070042 42 111 and the IRA with First Gibraltor Bank, FSB, account number 45-114204-1, save and except only that portion of said IRA awarded to Petitioner in paragraph P11 hereinabove and that portion of said KEOGH awarded to Petitioner in paragraph P 10 hereinabove;

(R5) Any and all policies of life insurance, including any and all cash values thereof, insuring the life of Respondent.

(R6) The 1987 Ford Taurus automobile, together with any prepaid insurance thereon, and subject to any debt thereon;

(R7) All of Respondent's separate property, including but not limited to:

(a) House and lot located at 2810 Columbine Place, Nashville, Tennessee, more fully described as Lot 11, Block E, Map and Parcel 118-07-0 177.00, Field Book BH04010, Davidson County, Nashville, Tennessee;

(b) House and lot located at 2812 Columbine Place, Nashville, Tennessee, more fully described as Lot 10, Block E, Map and Parcel 118-07-0 176.00, Field Book BH04005, Davidson County, Nashville, Tennessee;

(c) All household furniture, furnishings, appliances and equipment which Respondent owned prior to his marriage to Petitioner including but not limited to all of the following:

LIVING ROOM:

a. Gold-finish Italian mirror;
b. Credenza under the mirror in front of the fireplace;
c. 1- religious picture approximately 21" x 29" from Israel;
d. Wing back chair;
e. 28" square table (Heritage);
f. 38" tall brass lamp;
g. 30" x 37" Oil painting by "Dee Hooen"
h. 101" triple sofa (blue velvet);
i. 28" scalloped end table (Henrendon);
j. 39" round coffee table (Baker);
k. 2- stripped velvet barrel chairs;
l. Blue bowl ash tray from Israel;

KITCHEN:

a. Sharp microwave oven;
b. Blue Willow dishes;
c. 3-piece set of Corning covered dishes;
d. Oval red dutch oven;
e. Oster blender;
f. Large white enamel pot;
g. 12" black and white television;
h. Needlepoint picture over stove by Sharon;
i. Tools in kitchen drawer;
j. 4-piece set of Pyrex mixing bowls

HALLWAY:

a. Pictures of Counter-Petitioner's family including, grandparents, father, children, grandchildren and Counter-Petitioner;

MASTER BEDROOM:

a. Stereo with 2-speakers;
b. 19" color television;
c. Stack of old record albums;
d. 2-brass entertainment stands;
e. Personal clothing, etc.

BEDROOM #2:

a. Bed with linens;
b. Brass night stand;
c. Lamp on night stand;
d. Brass magazine rack;
e. Pair of antique high button shoes; and
f. Personal clothing.

BEDROOM #3 (Used as Sales Office):

a. 1- Smith Corona typewriter;
b. Brass lamp on desk;
c. 2- wood filing cabinets;
d. 2- 65" plastic shelves;
e. Adding machine;
f. Check writing machine;
g. 4-shelf brass floral stand with flowers;
h. Table-lamp combination;
i. Several brief cases;
j. Samples;
k. All personal and business papers & equipment
l. Files;
m. Pencil sharpener (electric)
n. Several calculators;
o. Wall flashlight;
p. Cactus garden;
q. 6-piece wire basket set;
r. Business and Factory files;
s. Brass serving cart holding expanding files;
t. Personal clothing in closet
u. All other items pertaining to personal and

business including price sheets & catalogues

BATHROOMS:
a. 5" black and white television;
b. Medicines and prescriptions

DINING ROOM:
a. 70" tall antique china cabinet and contents:
1. 12-piece place setting of china and serving pieces;
2. Silver cup from Israel.

(4) All jewelry, coins, silver and gold.

DEBTS AND OBLIGATIONS

IT IS ORDERED, ADJUDGED AND DECREED that Petitioner shall pay, as a part of the division of the estate of the parties, all of the following debts, liabilities and obligations and Petitioner shall indemnify and hold Respondent harmless from any failure to so discharge these debts and obligations:

1. Any and all attorney's fees and court costs incurred on behalf of Petitioner;

2. Any and all debts, charges, liabilities, and other obligations incurred by Petitioner from and after May 22, 1988;

3. Any and all encumbrances, liens, assessments, ad valorem taxes, and other debts, liens, obligations and charges due or to become due on all of the personal property awarded to Petitioner in this decree, unless express provision is made herein to the contrary.

IT IS ORDERED, ADJUDGED AND DECREED that Respondent shall pay, as a part of the division of the estate of the parties, all of the following debts, liabilities and obligations and shall indemnify and hold Petitioner harmless from any failure to so discharge these debts and obligations:

1. Any and all attorney's fees and court costs incurred on behalf of Respondent;

2. Any and all debts, charges, liabilities, and other obligations incurred by Respondent from and after May 22, 1988;

3. Any and all encumbrances, liens, assessments, ad valorem taxes, and other debts, liens, obligations and charges due or to become due on all of the personal and real property awarded to Respondent in this decree, unless express provision is made herein to the contrary.

IT IS ORDERED that any tax consequence incurred as a result of the purported division of property to be received by Florence W. Levinson which is attributed to Florence W. Levinson shall be paid by Irvin Levinson; however, any taxes incurred by either party through selling or otherwise disposing of any of said property heretofore awarded as set out in the section of this Decree of Divorce entitled "Division of Property" shall be borne and paid by that party selling or otherwise disposing of said property.

FEDERAL INCOME TAX RESPONSIBILITY

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that for the calendar year 1989, the parties shall each file a separate federal income tax return.

CHANGE OF NAME

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that the former name of Petitioner, FLORENCE LEVINSON, be and the same is hereby restored and her name shall hence-forth be FLORENCE WITTENSTEIN.

ATTORNEYS' FEES AND COSTS OF COURT

Petitioner and Respondent shall each pay his or her own attorney's fees and court costs which have been incurred in this cause of action.

EXECUTION OF INSTRUMENTS

IT IS ORDERED that Petitioner and Respondent shall, within 10 days from the signing hereto, execute all instruments necessary to effect this decree and that Petitioner and Respondent have all appropriate and necessary writs, execution, and process, as many and as often as is necessary to accomplish the execution and final disposition of this agreed judgment.

CLARIFYING ORDERS

Without affecting the finality of this Agreed Decree of Divorce, this Court expressly reserves the right to make orders necessary to clarify and enforce this decree.

RELIEF NOT GRANTED

IT IS ORDERED, ADJUDGED AND DECREED by this Court that all relief requested in this cause and not expressly granted is hereby denied.

DATE OF DIVORCE

This divorce judicially PRONOUNCED AND RENDERED in open Court at Fort Worth, Tarrant County, Texas, and

SIGNED this 1 day of June, 1989.

Eva Barne
JUDGE PRESIDING

APPROVED AS TO FORM AND CONTENT:

Florence Levinson
FLORENCE LEVINSON
Petitioner

Irvin R Levinson
IRVIN R. LEVINSON
Respondent

CERTIFIED COPY
ATTEST: 6-1 1989
[illegible] Tarrant
By [illegible]
by Gayle E
Deputy

APPROVED AS TO FORM:

JOE BRENT JOHNSON
Attorney for Petitioner
110 Main Street
Fort Worth, Texas 76102
817/338-4242
State Bar No. 10748500

LOE, WARREN, ROSENFIELD,
CATTERTON & KAITCER, P.C.
Attorneys for Respondent
Post Office Box 100609
Fort Worth, Texas 76185-0609
817/377-0060

BY: _____
MARK J. ROSENFIELD
State Bar No. 17276900

This is to certify that
this is a true and correct
copy of the orginal hereof.

PAT NUNNS
MY COMMISSION EXPIRES
January 24, 2000

IDENTIF. + REFERENCE
016250
016250

96 MAR 21 PM 1:55
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

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