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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

1985 APR 23 AM 9 37

EARLINE JACQUES,

Plaintiff-
Counter-Defendant,

Case No. 84-284418 DM

vs.

Hon. James S. Thorburn

VIRGUS D. JACQUES,

Defendant-
Counter-Plaintiff.
_____/

Dennis W. Archer (P10237)
Attorney for Plaintiff-
Counter-Defendant

Samuel H. Gun (P29617)
Attorney for Defendant-
Counter-Plaintiff /

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IDENTIFICATION REFERENCE

JUDGMENT OF DIVORCE

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MAIL ENV.

At a session of said Court held in the Courthouse Towers in the City of Pontiac, County of Oakland, State of Michigan

On APR 23 1985

PRESENT: Hon. _____
Circuit Court Judge

THIS MATTER having been brought on to be heard upon the Complaint of Plaintiff and the Answer and Counter-Complaint of Defendant having been withdrawn upon the stipulation filed in this cause, and proofs having been taken in open Court from which it satisfactorily appears that the material facts as alleged in the Complaint for Divorce are true and that there is a breakdown of the marriage relationship to the extent that the objects of matrimony have been destroyed and that there is no reasonable likelihood that the marriage can be preserved, and the Court being fully advised in the premises;

Divorce

IT IS HEREBY ORDERED AND ADJUDGED by this Court by virtue of the authority herein vested and in pursuance of the

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statutes in such case made and provided, that the marriage between the Plaintiff, EARLINE JACQUES, and the Defendant, VIRGUS D. JACQUES, be dissolved, and the same hereby is dissolved accordingly, and a divorce from the bonds of matrimony between the said parties is hereby ordered and adjudged.

Custody of Minor Children

IT IS FURTHER ORDERED AND ADJUDGED that the Plaintiff, EARLINE JACQUES, and the Defendant, VIRGUS D. JACQUES, shall have the joint legal custody and that the Plaintiff, EARLINE JACQUES, shall have the physical custody of the minor children of the parties herein, namely:

DANIELLE JACQUES, born 3/7/79; and

PHILIP JACQUES, born 9/19/82

until said children have attained the age of 18 years or until further order of the Court.

Visitation

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant, VIRGUS D. JACQUES, shall have liberal and reasonable rights of visitation with the minor children of the parties.

Child Support

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant, VIRGUS D. JACQUES, shall pay to the Plaintiff, EARLINE JACQUES, through the office of the Friend of the Court for the County of Oakland, for the support and maintenance of the minor children of the parties herein, the sum of $1,250.00, payable in two equal installments of $625.00 each on the 15th and 30th of each month, commencing May 1, 1985 and continue said support until each child shall have attained the age of 18 years or until further order of the Court.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant, VIRGUS D. JACQUES, shall maintain hospitalization

insurance covering said minor children, either individually or through his employer, and shall pay all reasonable and necessary hospital, medical, dental and optical expenses not otherwise covered by insurance for said minor children until each of them shall have attained the age of 18 years or until further order of the Court.

IT IS FURTHER ORDERED AND ADJUDGED that the Plaintiff, EARLINE JACQUES, shall consult with the Defendant before incurring any major medical expenses for the said minor children and shall, at all times, endeavor to use facilities and medical personnel which qualify for compensation under Defendant's medical insurance and related benefits.

IT IS FURTHER ORDERED AND ADJUDGED that so long as child support payments are kept current, the Defendant shall be entitled to claim each of the minor children as an exemption for income tax purposes throughout the minority of each child. Neither the Plaintiff wife nor the Defendant husband shall file personal, Federal or State income tax returns which are inconsistent with this intention. Either party shall, however, be entitled to claim any applicable child care credit for child care expenses paid by such party.

Alimony

IT IS FURTHER ORDERED AND ADJUDGED that neither party shall be entitled to receive any alimony and the same is forever barred.

Lien To Secure Payment Of Child Support

IT IS FURTHER ORDERED AND ADJUDGED that to create a lien to secure the payment of child support described above, and in accordance with such statutes made and provided, the Defendant, VIRGUS D. JACQUES, shall continuously maintain insurance upon his life, in an amount always sufficient to

pay child support as set forth in this Decree. Defendant currently maintains Federal Kemper Life Insurance policy no. 1436203 in the amount of $200,000 paid quarterly through E.F. Hutton and Defendant shall notify the insurance carrier to arrange the beneficiary designation to properly accomplish the provision set forth herein, shall notify the insurance carrier to include the Plaintiff as a recipient of any notice of termination or cancellation, and shall forthwith and annually thereafter provide Plaintiff with a schedule of said insurance coverage supplying the name of each insurance company, the policy numbers, the exact and current beneficiary designation, the face value of the policies, and the amount of policy loans, if any. When the obligation to pay said child support terminates, Defendant shall have the right to terminate such beneficiary designations accordingly and make said policies payable to whomever he shall then designate.

Domicile of Minor Children

IT IS FURTHER ORDERED AND ADJUDGED that the domicile or residence of the minor children shall not be removed from the State of Michigan without the approval of the judge who awarded custody, or his successor; and the legal custodian shall promptly notify the Friend of the Court whenever said children are moved to another address.

Address of Parties

IT IS FURTHER ORDERED AND ADJUDGED that the Plaintiff, whose address is 30262 Pipers Lane, Farmington Hills, Michigan 48018 and the Defendant, whose address is Post Office Box 3255, Farmington Hills, Michigan 48024, shall notify the Friend of the Court forthwith of any residence address other than the one shown above.

Dower

IT IS FURTHER ORDERED AND ADJUDGED that each party shall be forever barred from any right of dower, curtesy or similar interest of the spouse in any property which the opposing party owns or shall hereafter own, or in which the opposing party may have any interest, or from any rights which either party may have as a spouse in any manner in the estate or lands of the opposing party.

Insurance

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 party as beneficiary are hereby extinguished unless specifically preserved by this Judgment.

Execution of Documents

IT IS FURTHER ORDERED AND ADJUDGED that the Plaintiff and Defendant shall execute all the necessary documents, conveyances, assignments, transfers or any other instruments necessary for the purpose of carrying out the terms of this Judgment.

Continuing Jurisdiction

IT IS FURTHER ORDERED AND ADJUDGED that the Court shall have continuing jurisdiction to implement and enforce all provisions set forth herein and to specifically include the power to enforce and make any further orders as deemed necessary and reasonable to bring about the terms of this Judgment.

Judgment Serving as a Means of Conveying All Property Herein

IT IS FURTHER ORDERED AND ADJUDGED that irrespective of the failure of either party to deliver to the other any and all executed deeds, titles, assignments, certificates or other related documents of transfer or conveyance for the

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purpose of accomplishing the vesting of ownership in the respective properties hereinbefore described, according to the terms and conditions of this Judgment, then and in that event, the presentation and/or recording of a true copy of Judgment shall serve to absolutely and fully accomplish and perfect each such transfer or conveyance.

Friend of the Court
Service Fee

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant, VIRGUS D. JACQUES, shall pay to the Friend of the Court for the County of Oakland the sum of $1.50 per month, payable semi-annually in advance, on January 2 and July 2, hereafter while the Order for Support is operative. Intitial payment for months preceding the next regular due dates shall be made forthwith.

Property Settlement

IT IS FURTHER ORDERED AND ADJUDGED that the Property Settlement Agreement heretofore executed by the parties is approved by the Court and is incorporated into this Judgment by reference and shall become part of the Judgment.

Circuit Court Judge

STATE OF MICHIGAN } SS.
COUNTY OF OAKLAND }

I, LYNN D. ALLEN, County Clerk for the County of Oakland, Clerk of the Circuit Court thereof, the same being a Court of record and having a Seal, hereby certify that the attached is a true copy.

In Testimony whereof, I have hereunto set my hand and placed the Seal of said Court this JUL 1 1996

LYNN D. ALLEN, Clerk - Register of Deeds

By _____ Deputy Clr

STATE OF MICHIGAN

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Dennis W. Archer (P10237)
Attorney for Plaintiff-
Counter-Defendant

Samuel H. Gun (P29617)
Attorney for Defendant-
Counter-Plaintiff /

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into at Southfield, Michigan, this 22ND day of April, 1985, by and between EARLINE JACQUES, as party of the first part and hereinafter referred to as the "wife," and VIRGUS D. JACQUES, as party of the second part and hereinafter referred to as the "husband."

Witnesseth:

WHEREAS the parties hereto are husband and wife, and

WHEREAS, the suit for divorce is pending between the parties in the Oakland County Circuit, Case no. 84-284418 DM, and

WHEREAS, the parties hereto desire to resolve their property differences amicably in the event the Circuit Court grants Plaintiff wife a divorce, and

WHEREAS, the parties desire to set forth their agreement in writing,

PLAINTIFF'S EXHIBIT 1

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. That the Plaintiff wife shall become and be the sole and separate owner of the following assets:

A. The marital home of the parties located at 30262 Pipers Lane, Farmington Hills, MI. Plaintiff wife shall be responsible for the payment of the mortgage, property taxes which are included in the mortgage payments, homeowners insurance (not included in the mortgage payments) and utility payments upon the marital home from the date of this Judgment. Defendant shall have the right to occupy said premises until May 30, 1985. Y.S.

B. The 1976 Chevrolet Nova automobile.

C. The stocks and securities held by or on account with J. C. Bradford & Co. of Nashville, TN under account no. 101-49879. Wife shall have the social security number on said account changed to reflect her sole and separate ownership, wife's social security number being [redacted]-2794.

D. General Electric stock acquired by wife through payroll deduction plan, together with any pension or profit sharing funds established in her account.

E. IRA account established at J. C. Bradford & Co. of Nashville, TN in the amount of $2,000 together with Booth Broadcasting Pension eligibility in the amount of $48.45.

F. Life insurance policy no. 1436204 with Federal Kemper Life in the amount of $100,000. Wife

shall be responsible for the annual premiums in the amount of $952 which are payable quarterly through E. F. Hutton at $252.38 per quarter.

G. Checking account at First of America.

H. Certificate of Deposit at National Bank of Detroit in the amount of $2,807.66, maturing on May 22, 1985.

2. Plaintiff wife shall assume and pay the mortgage on the marital home held by First Federal of Michigan, Detroit, MI, which mortgage has a principal balance due in the amount of approximately $70,000. Wife shall pay the remaining indebtedness against said home and hold Defendant harmless thereform.

3. That Defendant husband shall become and be the sole and separate owner of the following assets:

A. The condominium located at 810 Bellevue, Nashville, TN, subject to a first mortgage in favor of Third National Mortgage Company, Nashville, TN, which mortgage, husband shall assume and pay and hold Plaintiff harmless therefrom. The principal balance is approximately $23,000 and husband shall be individually responsible for payment of the mortgage indebtedness and other cost of ownership including but not limited to property taxes and maintenance.

B. The partnership interest in the Carlyle 13 Real Estate Limited Partnership acquired through E. F. Hutton, Southfield, MI.

C. The 1983 Mercury automobile and husband shall assume and pay any remaining indebtedness against said automobile and hold Plaintiff harmless therefrom. The principal balance due on said automobile is approximately $5,000.

D. The IRA account held at First American Bank, Nashville, TN, in the amount of $1,500 and the IRA account held at Michigan National Bank in the amount of $2,000.

E. Life insurance policy no. 1436203 with Federal Kemper Life in the amount of $200,000 and shall name the minor children irrevocable beneficiaries thereon until the youngest of the minor children has attained the age of 18 years.

F. Checking account at Michigan National Bank, Oakland.

4. The household furniture and furnishings have been divided by mutual agreement between the parties, and each of the parties shall keep their respective personal property and effects now in their possession, free from any claim or interest on the part of the opposite party.

5. Defendant husband shall, within two years from the date of Judgment of Divorce, deposit the sum of $2,000 for each child in their respective custodial accounts at either J. C. Bradford & Co., Nashville, TN, or E. F. Hutton, Southfield, MI, it being expressly understood that said funds are to be deposited for the exclusive benefit of each of the minor children and may not be utilized by either parent except for the direct benefit of the minor children named thereon. The following accounts have been established:

A. E.F. Hutton: Earline Z. Jacques c/f Danielle N. Jacques, acct. no. F06-49737-1-43; and Earline Z. Jacques c/f Philip M. Jacques, acct. no. F06-49736-1-43.

B. J. C. Bradford & Co.: Earline Z. Jacques c/f Philip M. Jacques, acct. no. 10-49996; Virgus D. Jacques, Jr. c/f Danielle N. Jacques (UGTMA) acct. no. 101-49994.

6. Defendant husband shall pay Plaintiff wife the additional sum of $1,000 together with the full sum of $4,000, the latter sum representing Plaintiff wife's income taxes withheld during the year 1984. Said sums, totalling $5,000, shall be paid to wife immediately upon husband's receipt of the anticipated refunds for the year 1984. Husband shall be entitled to keep the balance of the 1984 Federal and State income tax refunds, if any.

7. Husband shall be individually liable for the payment of 1984 income taxes due the Federal, State and local taxing authorities and shall hold Plaintiff wife harmless therefrom.

8. Each of the parties shall assume and pay their personal charge accounts and hold the other harmless from any and all liabilities therefrom.

9. Wife shall be entitled to keep as her sole and separate property, the income received from that certain land contract held by the Zealy family which produces an estimated annual income of approximately $430.

10. Husband shall assume and pay that certain personal loan due Georgella Jacques, of Robbins, Illinois in the approximate amount of $10,000 and hold wife harmless therefrom.

11. Each party shall be responsible for attorney fees, costs or expenses incurred in connection with the divorce proceeding with the exception that husband shall contribute the full sum of $1,500 to Plaintiff wife's attorney, Dennis W. Archer.

12. In the event the Circuit Court for the County of Oakland grants a divorce to wife, this Property Settlement Agreement shall be incorporated therein and become a part thereof.

13. In the event the Circuit Court for the County of Oakland does not grant a Judgment of Divorce to wife, this Agreement shall be null, void and of no effect.

14. Prior to the entry of a Judgment of Divorce and in performance of this Agreement, each party shall execute such deeds or other instruments or conveyances as shall be necessary to accomplish the purposes of the Agreement. The deeds shall be held by the attorneys for the parties as escrow agents to be delivered to the grantee upon entry of a Judgment of Divorce.

IN WITNESS WHEREOF, the parties have hereto executed their signatures on the day and year first above written.

WITNESSES:

Earline Z. Jacques
EARLINE Z. JACQUES

Virgus D. Jacques
VIRGUS D. JACQUES

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STATE OF MICHIGAN } SS.
COUNTY OF OAKLAND }

I, LYNN D. ALLEN, County Clerk for the County of Oakland, Clerk of the Circuit Court thereof, the same being a Court of record and having a Seal, hereby certify that the attached is a true copy.

In Testimony whereof, I have hereunto set my hand and affixed the Seal of said Court this JUL 1 1996

LYNN D. ALLEN, Clerk - Register of Deeds

By: Deputy Clerk

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