

EXHIBIT "A"

**CHILD CUSTODY AND PROPERTY SETTLEMENT AGREEMENT**

THIS AGREEMENT, made and entered into in Madison County, Mississippi, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between \_\_\_\_\_, hereinafter referred to as "Jane," and \_\_\_\_\_, hereinafter referred to as "John," as follows, to-wit:

W I T N E S S E T H:

WHEREAS, the parties hereto are Husband and Wife, having been duly and legally married to each other on \_\_\_\_\_, in Madison, Mississippi, and,

WHEREAS, as a result of said marriage union, two (2) children were born of their marriage union, namely, \_\_\_\_\_, a male child, age \_\_\_\_\_, having been born \_\_\_\_\_, and \_\_\_\_\_, a female child, age \_\_\_\_\_, having been born on \_\_\_\_\_. No other children are expected to be born of this marriage union, for Jane is not now pregnant.

WHEREAS, certain unhappy and irreconcilable differences and other disputes have arisen between the parties hereto, as a result of which they have ceased their marital cohabitation and separated in Madison County, Mississippi on or about \_\_\_\_\_ and the parties have not cohabited since that date; and,

WHEREAS, it is the intention of the parties to remain separated, for there is presently no basis for reconciliation between them of their marriage or of their differences, and each is anxious to make adequate and sufficient provision for the custody and maintenance of their minor children and for the settlement of all property rights, homestead rights, rights of

inheritance from the other and any and all other rights and obligations existing between the parties and arising by virtue of their marriage contract and relationship.

NOW, THEREFORE, in consideration of the premises, and the mutual promises and undertakings herein contained, and the mutual benefits accruing to each party, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, John and Jane, having been given an opportunity to consult with an attorney of his or her choice regarding the provisions contained herein, and further recognizing and acknowledging that John alone has been represented and advised by \_\_\_\_\_, attorneys and counselors of law in the State of Mississippi, while Jane has been represented and advised by \_\_\_\_\_, attorneys and counselors of law in the State of Mississippi.

WHEREAS, John and Jane freely and fully accept the provisions and terms and conditions hereof and covenant and hereby agree as follows:

*Freedom from Interference*

1.

That the parties may, and shall, at all times hereafter, live separate and apart, and each shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were never married. The parties shall not molest or interfere with each other, nor shall either of them compel or attempt to compel the other to cohabit or dwell with him or her by any means whatsoever, and each party shall respect the privacy of the other. Each party shall live at such place or places as he or she shall select, except as hereinafter specifically provided.

*Child Custody and Visitation*

2.

The parties agree they will share the joint legal custody of their minor children, but Jane is entitled to and shall have the physical custody, subject only to John's right to reasonable visitation with said children as follows:

- (a) Every other weekend beginning at 4:00 p.m. or when he picks up the children from school (or Jane's house) on Friday, and ending at 6:00 p.m. on Sunday;
- (b) For mid-week visitation, John shall have the children with him, beginning at 4:00 p.m. or when he picks up the children from school (or Jane's house) on Wednesday, and ending at 8:00 a.m. or when he returns the children to school Thursday morning;
- (c) Two (2) full weeks during the summer to be coordinated and agreed upon by the parties on or before May 15<sup>th</sup> of each year. In the event the parties are unable to agree, said times shall be designated as the first week of June beginning on Friday at 6:00 p.m. and ending on the following Friday at 6:00 p.m. and the third week of July beginning on Friday at 6:00 p.m. and ending on the following Friday at 6:00 p.m.;
- (d) The Christmas and New Year's Holiday shall be divided into two (2) periods. The "first" period shall begin upon the children's dismissal from school for the Christmas vacation and shall extend until 2:00 p.m. on December 25<sup>th</sup>. The "second" period shall begin at 2:00 p.m. on December 25<sup>th</sup> and shall extend until 6:00 p.m. on the day prior to school resumption. In odd-numbered years, Jane shall have the "first" period. In even-numbered years, John shall have the "second"

period. In even-numbered years, Jane shall have the “second” period. In even-numbered years, John shall have the “first” period.

- (e) During the Thanksgiving Holiday in odd-numbered years, beginning at 6:00 p.m. on the day school is released and ending at 6:00 p.m. on the Wednesday before Thanksgiving, while Jane will always have the right to have the children with her for said times in even-numbered years. During the Thanksgiving Holiday in even-numbered years, beginning at 6:00 p.m. on the Wednesday before Thanksgiving and ending at 6:00 p.m. on the following Sunday, while Jane will always have the right to have the children with her for said times in odd-numbered years;
- (f) During the Easter Holiday in even-numbered years, beginning at 6:00 p.m. on Thursday and ending at 6:00 p.m. on Saturday, while Jane will always have the right to have the children with her for said times in odd-numbered years. Jane will have the children with her each and every year beginning at 6:00 p.m. on Saturday and ending at 1:00 p.m. on Easter Sunday while John will have the children with him each and every year on Easter Sunday beginning at 1:00 p.m. and ending at 6:00 p.m.
- (g) During Memorial Day Weekend in odd-numbered years, beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on Memorial Day, while Jane will always have the right to have the children with her during Memorial Day Weekend for said times in even-numbered years;
- (h) For Independence Day (July 4<sup>th</sup>) in even-numbered years, beginning at 6:00 p.m. on July 3<sup>rd</sup> and ending at 6:00 p.m. on July 5<sup>th</sup>, while Jane will always have the

right to have the children with her for Independence Day during said times in odd-numbered years;

- (i) During Labor Day Weekend in odd-numbered years, beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on Labor Day, while Jane will always have the right to have the children with her during Labor Day Weekend for said times in even-numbered years;
- (j) On Father's Day Weekend each and every year, beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on Father's Day, while Jane will always have the right to have the children with her on Mother's Day Weekend each and every year during the same period;
- (k) John will have the right to have both children with him for at least three (3) hours on each of the children's birthdays and on his own birthday each year, with said three-hour period to be designated as 3:00 p.m. to 6:00 p.m. unless otherwise agreed to by the parties; provided further, however, that if John is invited to and attends a birthday celebration arranged by Jane, his attendance at that party will be in lieu of the three (3) hours he would otherwise be allowed to spend with the children from 3:00 p.m. to 6:00 p.m.;
- (l) The specific periods for holidays and other special days shall take precedence over and preempt regular weekend visitation;
- (m) The parties shall have the right to temporarily alter or change the above custody schedule from time to time as they may agree upon, but changes which are intended to be permanent must be agreed upon in writing and modified by Court Order;

- (n) John and Jane shall exert every reasonable effort to maintain open communication between the children and the other parent and to foster a feeling of affection between said children and the other parent, and the parties shall make reasonable efforts to consult with each other with regard to the children's education, illnesses, operations, and other matters of similar importance affecting said children, whose wellbeing, education and development shall at all times be the paramount consideration of both parents. Neither John nor Jane shall do anything that may estrange or alienate the minor children from the other party or to injure the minor children's opinions as to their parents, or which may hamper the free and natural development of the children's love and respect for both parents. Finally, each party shall make a reasonable and diligent effort to keep the other parent informed of the children's school programs and sporting events so as to afford the other parent an opportunity to attend and participate. Each party shall have access to the school and medical records of the children; and,
- (o) Each party agrees to have the safety of the minor children as a primary concern at all times and will make the necessary precautions when the children are with them to: (1) utilize seatbelts during automobile transportation; (2) refrain from immoral or offensive conduct or language; (3) refrain from the consumption of illegal drugs; (4) refrain from driving after having consumed alcohol or while consuming alcohol or other mind altering substances, including prescription medications which provide warnings not to drive; (5) place the children in life jackets, orange vests and other safety clothing as required by law when hunting, swimming, fishing or engaging in other recreational activities; (6) refrain from smoking or

allowing others to smoke wherein the children will be subjected to secondary inhalation; (7) immediately inform the other parent if a child becomes ill; (8) refrain from allowing the children to ride in any vehicle, including ATVs, boats or other motorized vehicles with anyone who has consumed any alcohol or other mind altering substance; (9) make sure that the children are properly supervised at all times; (10) ensure that the children attend all scheduled classes at school unless they are sick or have an unavoidable obligation;

- (p) Neither party shall permit the children to be exposed to the use of illegal drugs, excessive alcohol, tobacco products of any kind, or overnight visitation by a member of the opposite sex not related by blood or marriage. Neither John nor Jane shall have a roommate of either gender.
- (q) Notwithstanding the other provisions of this Agreement, Jane and John shall cooperate so that either will have the minor children on a reasonable basis for family weddings, funerals, reunions and other special family events involving the families of Jane and John;
- (r) Except as otherwise specified herein and unless otherwise agreed upon by the parties, John shall pick up the minor children from Jane's residence at the beginning of his visitation periods and he shall return the children to Jane's residence at the end of his visitation periods. However, in the event either party relocates from the tri-county area of Hinds, Madison and Rankin County, Mississippi, the parties shall meet at a mutually agreeable midway location to facilitate custody exchanges, or otherwise equally divide the transportation responsibilities; and

- (s) In the event either party should need to secure the services of a baby-sitter (including relatives) for the children for whatever reason on an overnight basis, the other party should be consulted first and given the opportunity to act as “baby-sitter.”

*Child Support*

3.

(a) The parties recognize John is an able bodied man who is willing and capable of making the reasonable and necessary provisions for the support and maintenance of his children. John, therefore, agrees to pay unto Jane as a form of child support, the sum of \_\_\_\_\_ per month when both children are unemancipated and \_\_\_\_\_ per month when only one child is unemancipated, unless otherwise modified by subsequent Court Order. Said child support shall be due on the first of each month. John shall immediately tender unto Jane the sum of \$1,000.00 as child support for the month of August coupled with all outstanding expenditures being paid by previous agreement. This amount substantially comports with the statutory guidelines established in MISS. CODE ANN. §43-19-101. Child support being paid for two children will be reduced by 25% per child who is enrolled in college and living away from home. If and when one of the parties’ children is emancipated and another remains an unemancipated minor who is attending college and living away from home, child support shall be reduced by 50%.

(b) John shall provide Jane with a copy of his state and federal income tax returns, with schedules, each and every year, on or before April 15<sup>th</sup>.

(c) John shall be responsible for fifty percent (50%) and Jane shall be responsible for fifty percent (50%) of the costs of the minor children’s curricular and extra-curricular expenses,



including, but not limited to, the following: school fees; school computers, school lunches; school supplies; field trips; sports equipment; sports uniforms; gymnastics related expenses; and camps.

(d) John shall provide \_\_\_\_\_ with a cellular telephone and the associated service on his cellular telephone plan and Jane shall provide \_\_\_\_\_ with a cellular telephone and the associated service on her cellular telephone plan.

(e) Recognizing the importance of a college education, and for so long as the benefitting child maintains a 2.5 overall grade point average, diligently attends classes and makes reasonable progress toward an undergraduate degree, the parties agree John shall pay fifty percent (50%) and Jane shall pay fifty percent (50%) of all costs and expenses associated with each child's college education, limited to the costs of a Mississippi state college or university for in-state students. Such costs for a college education shall be defined as expenditures for the child's registration fees, tuition, activity fees, laboratory fees, books and on-campus room and board, but shall not extend beyond obtaining an undergraduate degree or the child's 23<sup>rd</sup> birthday, whichever occurs first. The college or university which the child attends shall be selected by John, Jane and the child, majority rule. Any scholarships or grants shall be credited first and the parties shall, in such instances, pay the balance owing per the percentages established herein.

*Health Insurance*

4.

Jane agrees to maintain in full force and effect, her present policy of health, hospitalization and dental insurance, or equivalent policies, for the benefit of the minor children (even beyond age twenty-one (21) if enrolled in college and if allowed to do so by her insurance

carrier). The parties agree John shall be responsible for fifty percent (50%) and Jane shall be responsible for fifty percent (50%) of all costs and expenses associated with the insurance premium and the actual, out-of-pocket deductibles and co-pays not covered by insurance, including, but not limited to, medical, doctor, hospital, dental, orthodontic, optical, therapeutic, psychological and prescription drug expenses which are not covered and/or reimbursed by said insurance. Jane will provide John with a copy of her health insurance policy, insurance cards and any other insurance documents necessary for John's use in obtaining health and medical related services for the children. Each party will provide the other, in a timely fashion, true and accurate copies of any medical and/or dental bills incurred by them on behalf of the children, and the non-paying party will promptly pay and/or reimburse the paying party for any such expenses that may have been paid and/or advanced by them.

*Life Insurance*

5.

(a) John agrees to obtain and maintain in full force and effect a policy or policies of life insurance in the minimum face amount of \$250,000.00. John shall name the minor children as primary and equal beneficiaries on said life insurance policy, with Jane as trustee of any funds which might be paid to or for the benefit of said children during their minority. John will provide Jane with a copy of said life insurance policy as well as written verification upon periodic request by Jane that said policy is, in fact, being maintained in full force and effect by him. John will not cancel, assign, borrow against or otherwise hypothecate said policy without the written consent of Jane.

(b) Jane agrees to maintain in full force and effect a policy or policies of life insurance in the minimum face amount of \$250,000.00. Jane shall name the minor children as

primary and equal beneficiaries on said life insurance policy, with John as trustee of any funds which might be paid to or for the benefit of said children during their minority. Jane will provide John with a copy of said life insurance policy as well as written verification upon periodic request by John that said policy is, in fact, being maintained in full force and effect by her. Jane will not cancel, assign, borrow against or otherwise hypothecate said policy without the written consent of John.

*Former Marital Domicile*

6.

The parties presently own jointly the marital domicile located at \_\_\_\_\_, and John agrees Jane is entitled to retain, as a part of her share of their marital property, the exclusive use, possession, control and ownership of said home and property, and in accordance therewith, John agrees he will convey to Jane by Warranty Deed, or other appropriate instrument of conveyance, his undivided one-half (1/2) interest, together with any and all other interest which he might have in and to said property, contemporaneously with Jane refinancing the loan or otherwise removing John from any and all liability thereon. Jane shall refinance the home within 90 days of entry of the Final Judgment of Divorce. In the event Jane is unable to refinance after having made good faith efforts to refinance same, she shall have an ongoing obligation to refinance as soon as possible. Upon the execution of this Agreement, Jane shall be solely responsible for all expenses related to the home, including but not limited to the mortgage, taxes, insurance, utilities, and all expenses of every kind related to the home. Further, Jane shall hold harmless John, from any and all liability associated with the former marital domicile. John hereby assigns to Jane any and all interest which he might have in and to any and all funds being escrowed for the payment of taxes and

insurance on said property, as well as any interest in and to any hazard insurance policy in force and effect on said property. John will also assign to Jane all utilities and utility deposits pertaining to said property.

*Personal Property*

7.

John agrees Jane is entitled to and shall retain, as a part of her share of the marital property, the exclusive use, possession, control and ownership of all household goods, furnishings, appliances and other items of personalty located in and around the marital domicile and/or in her current possession and/or under her control, except for those items in John's possession and/or under his control and those items listed and attached hereto as Exhibit "1" to this Agreement, which shall constitute the separate personal property of John.

*Other Real Estate*

8.

(a) The parties presently own 1,000 acres of undeveloped property which is located at \_\_\_\_\_ . Jane agrees John is entitled to retain, as a part of his share of their marital property, the exclusive use, possession, control and ownership of said 1,000 acres of undeveloped property, and in accordance therewith, Jane agrees she will convey to John by Warranty Deed, or other appropriate instrument of conveyance, her undivided one-half (1/2) interest, together with any and all other interest which she might have in and to said property, contemporaneously with John refinancing the loan or otherwise removing Jane from any and all liability thereon. John shall refinance the 80 acres of undeveloped property within 90 days of entry of the Final Judgment of Divorce. In the event John is unable to refinance after having made good faith efforts to refinance same, he shall have an ongoing obligation to refinance as

soon as possible. Upon the execution of this Agreement, John shall be solely responsible for all expenses related to the 1,000 acres of undeveloped property, including but not limited to the mortgage, taxes, insurance, and all expenses of every kind related to the 1,000 acres of undeveloped property. Further, John shall hold harmless Jane, from any and all liability associated with the 1,000 acres of undeveloped property. Jane hereby assigns to John any and all interest which she might have in and to any and all funds being escrowed for the payment of taxes and insurance on said property, as well as any interest in and to any hazard insurance policy in force and effect on said property.

(b) John presently own approximately 500 acres of undeveloped property which is located on \_\_\_\_\_ and was a gift from his Uncle. Jane agrees John is entitled to retain, as a part of his share of their marital property, the exclusive use, possession, control and ownership of said undeveloped property, and in accordance therewith, Jane agrees she will convey to John by Warranty Deed, or other appropriate instrument of conveyance, any and all interest she might have in and to said property, contemporaneously with John removing Jane from any and all liability thereon, if necessary. Upon the execution of this Agreement, John shall be solely responsible for all expenses related to the undeveloped property, including but not limited to the mortgage, taxes, insurance, and all expenses of every kind related to the undeveloped property. Further, John shall hold harmless Jane, from any and all liability associated with the undeveloped property. Jane hereby assigns to John any and all interest which she might have in and to any and all funds being escrowed for the payment of taxes and insurance on said property, as well as any interest in and to any hazard insurance policy in force and effect on said property.

*Automobiles*

9.

(a) John agrees to convey to Jane, as a part of her share of the marital property, by Certificate of Title, or other appropriate instrument of conveyance, any and all interest which he might have in and to that certain \_\_\_\_\_ vehicle which is presently in Jane's possession, and she shall pay any indebtedness, taxes, insurance and operational expenses associated with said vehicle, holding John harmless from any liability thereon.

(b) John shall retain the exclusive use, possession, control and ownership of that certain \_\_\_\_\_ vehicle which is presently in his possession, and he shall pay any indebtedness, taxes, insurance and operational expenses associated with said vehicle, holding Jane harmless from any liability thereon.

*Waiver of Rights*

10.

Except as otherwise specifically mentioned herein, John and Jane each relinquish any claim they might have, or may have in the future, against any cash accounts, checking accounts, savings accounts, certificates of deposit, cash money, stocks, bonds, IRA accounts, pension funds, life insurance funds, real property, retirement funds or any other accounts, funds or securities which are currently held in the name of the other party, or which one party transfers to another in this Child Custody and Property Settlement Agreement, or which are not mentioned herein but may come into possession of the other party in the future. John shall cooperate so his name is removed from the joint checking account at \_\_\_\_\_. Any remaining funds shall be the property of Jane as a form of property settlement.

*Debts/Attorney Fees*

11.

(a) Except and unless otherwise specified herein, each party shall pay, as and when due any and all outstanding indebtedness incurred in his or her name alone during the course of their marriage, holding the other party harmless from any liability thereon. Neither party will make any further charges against the credit of the other party. The parties further covenant and agree to hold the other party harmless and indemnify the other against any loss, cost or expense, including legal fees and expenses, with regard to any and all indebtedness mentioned in this paragraph. The parties further hereto agree that neither party shall charge nor cause or permit to be charged to the other party, any purchases which either of them may make after this Agreement is entered into and shall not create any engagements or obligations in the name of or against the other, nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each party warrants there are no charges on the other party's credit that have not been fully revealed to the other. If there are any unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges and shall indemnify and hold harmless the other from all claims, demands, actions and causes of action, including attorneys' fees, in connection therewith.

(b) John shall reimburse Jane for a portion of her attorney fees in the amount of \$25,000.00 within thirty (30) days following the dissolution of the parties' marriage.

*Taxes/Valuation Methods*

12.

(a) The parties acknowledge that there are certain tax consequences pertaining to all

divorce agreements, but neither party has been provided tax advice with respect to this Agreement from signed counsel of record. Each party has been informed that they should obtain independent tax information from a qualified tax accountant or tax attorney prior to the signing of this document, and each has been given the opportunity to seek said guidance.

(b) The parties also recognize that the regular means of determining fair value of property is to make use of a capable individual trained in assessment and appraisal techniques for the property sought to be valued. Notwithstanding the foregoing, in most instances the parties have elected to agree to the values or equities of their property divided herein without the employment of specialized appraisers in order to save time and additional expenses. The parties acknowledge that they themselves have relied on the valuation of such appraisers, if any, or on the value that they themselves have agreed, not on representations made by counsel of record.

(c) The parties agree that John is entitled to and shall be allowed to claim \_\_\_\_\_ as his exemption for state and federal income tax purposes for 2015 and all future years, and Jane will execute IRS Form 8332 and other tax forms or documents necessary to allow said exemption by John.

(d) The parties agree that Jane is entitled to and shall be allowed to claim \_\_\_\_\_ as her exemption for state and federal income tax purposes for 2015 and all future years, and John will execute IRS Form 8332 and other tax forms or documents necessary to allow said exemption by Jane.

(e) The parties agree that once \_\_\_\_\_ attains the age of twenty-one (21) or otherwise becomes emancipated and can no longer be claimed as an exemption, the parties shall alternate claiming \_\_\_\_\_ as an exemption for state and federal income tax purposes. Jane shall be entitled to claim the child in odd-numbered years, and John shall be entitled to claim the



minor child in even-numbered years. Each party shall execute IRS Form 8332 and other tax forms or documents necessary to allow said exemptions.

*Bankruptcy*

13.

With respect to each party's responsibility for payment of certain debts and liabilities, and their obligations to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

*Future Claims*

14.

(a) Each party releases, waives, and relinquishes any and all rights which he or she may now have, or may hereafter have, as the other's spouse under the present or future laws of any jurisdiction (i) to share in the estate of the other party upon the latter's death; and (ii) to act as Executor or Administrator of the other party's estate. This provision is intended to, and shall, constitute a mutual waiver by the parties to take against each other's wills, now or hereafter in force, under the present or future laws of any jurisdiction whatsoever. The consideration for each party's waiver and release is the other party's reciprocal waiver and release, to relinquish any and all rights in and to each other's estate, including the right of set-off, any and all distributive shares, and all rights of election presently provided for in any statute of this or any other jurisdiction.

(b) The parties agree this agreement shall be fully binding upon them and shall operate as a full and complete settlement and release of all claims and demands of every kind now existing or hereafter accruing concerning their separation, all claims which either party has

or could assert against the other in any divorce or separate maintenance proceeding by either one against the other including, without limitation, all claims for property division, alimony, spousal support, maintenance and counsel fees, and any other ancillary, incidental or collateral relief which could be sought in a divorce or separate maintenance action. It is further expressly agreed this instrument shall be made a part of any final judgment or decree of divorce entered by a court of competent jurisdiction and the terms, provisions and conditions of this agreement shall be incorporated in any such judgment or decree as a part thereof.

(c) Both parties expressly release and waive any and all claims, they have or might have, whether known or unknown, against any third party arising out of their marital relationship or any alleged breach thereof including, but not limited to, any claim based upon alienation of affection.

*Adequate, Reasonable and Satisfactory Agreement*

15.

Each party acknowledges that provisions herein made for him, her and their minor children are adequate, reasonable, and satisfactory to him and her. Accordingly, each accepts the same in full and final settlement and satisfaction of any and all claims and rights that each may now or hereafter have against the other. Each of the parties hereto shall execute and deliver any and all instruments which the other party may reasonably request for the purpose of making effective the provisions of this Agreement.

*Continuing Validity*

16.

This Agreement shall not be invalidated or otherwise affected by reconciliation between the parties hereto, or a resumption of marital relations between them unless said reconciliation or

said resumption be documented by a written statement, executed and acknowledged by both parties, with respect to said reconciliation, setting forth that they are canceling this Agreement. The parties agree this Agreement may be made a part of a Final Judgment of Divorce to be entered by the Chancery Court of \_\_\_\_\_ County, Mississippi, in any subsequent action filed in good faith by either party in said Court or in any other Court of competent jurisdiction. If any party stops or unduly delays the timely dissolution of the marriage on the ground of irreconcilable differences, the other party shall have the right and the option to rescind this Agreement, or, in the alternative, to seek strict enforcement of same.

IN WITNESS WHEREOF, witness our signatures, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
JANE

\_\_\_\_\_  
JOHN

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the county and state aforesaid, the within named JOHN, who, on his oath stated that he signed and delivered the above and foregoing Child Custody and Property Settlement Agreement on the date and year therein mentioned with the specific purposes therein stated as his own true act and deed, and that the matters and facts stated therein are true and correct.

\_\_\_\_\_  
JOHN

SWORN TO AND SUBSCRIBED BEFORE ME, this the \_\_\_\_ day of \_\_\_\_\_,  
2015.

\_\_\_\_\_  
NOTARY PUBLIC

*My Commission Expires:*

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the county and state aforesaid, the within named JANE, who, on her oath stated that she signed and delivered the above and foregoing Child Custody and Property Settlement Agreement on the date and year therein mentioned with the specific purposes therein stated as her own true act and deed, and that the matters and facts stated therein are true and correct.

\_\_\_\_\_  
JANE

SWORN TO AND SUBSCRIBED BEFORE ME, this the \_\_\_\_ day of \_\_\_\_\_,  
2015.

\_\_\_\_\_  
NOTARY PUBLIC

*My Commission Expires:*

*October 21, 2015*

Exhibit "1"  
Personal Property of John

1. Deer head
2. Stereo
3. Leather chair
4. Road bike
- 5.