

IN THE CHANCERY COURT OF RANKIN COUNTY, MISSISSIPPI

IN THE MATTER OF THE DISSOLUTION
OF THE MARRIAGE OF JANE DOE
AND JOHN DOE

CIVIL ACTION NO. _____

CHILD CUSTODY AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on the last date that a party has signed this Agreement at the end.

INTRODUCTION AND BACKGROUND

1. Parties. The parties to this Agreement and their current mailing and residential addresses are as set forth below. Each party will be referred to in this Agreement by his or her first name:

John: John Doe
123 Deer Lane
Pearl, Mississippi 39208

Jane: Jane Doe
123 Deer Lane
Pearl, Mississippi 39208

2. Statistical Data. The following facts are admitted by John and Jane for all purposes:

2.1. Marriage. John and Jane were lawfully married each to the other on the 23rd day of August, 1990 in Rankin County, Mississippi.

2.2. Children. The children born of the marriage are (i) Buck Doe, born March 1, 2000, and (ii) Bambi Doe, born March 1, 2005. There are no expectant issue.

2.3. Separation. John and Jane lived together as husband and wife lawfully from

the date of their marriage until they separated within the marital home in Rankin County, Mississippi, on or about February 1, 2012. Jane and John have not cohabitated as husband and wife since then.

LEGAL ASPECTS AND DEFINITIONS

3. *Representations.*

3.1. *Purpose.* The parties desire to define their respective obligations to each other, to enter into an Agreement under which their respective financial and property rights, and all other respective rights, remedies, privileges and obligations to each other, arising out of the marital relation, or otherwise, shall be fully and completely set forth.

3.2. *Independent Advice.* The parties have been fully, separately and independently apprised and advised of their respective legal rights, remedies, privileges and obligations arising out of the marital relation, or otherwise, by counsel of their own choice and selection.

3.3. *Reliance Upon Disclosure.* Each party has elected to settle the property rights between them without engaging in the expense and inconvenience of full-scale litigation, discovery and inquiry. If there has been a misrepresentation of any material asset or liability, or if there has been a failure to disclose a financial opportunity, all or part of this Agreement may be subject to rescission due to fraud.

3.4. *Acceptance and Understanding of Terms.* The parties each warrant and represent to the other that they fully understand all of the terms, covenants, conditions, provisions and obligations placed upon each of them by virtue of this Agreement and each believes the same to be fair, just, reasonable and to his/her respective best individual interest.

4. Cause of Action and Entry of Divorce.

4.1. Irreconcilable Differences. The parties would show unto the Court that certain irreconcilable differences have arisen between them and they are entitled to a divorce on the ground of Irreconcilable Difference, pursuant to Miss. Code Ann. §93-5-2 (1972).

4.2. Sixty Day Waiting Period. The parties understand that a divorce may be entered after sixty (60) days have passed from the time that both parties have been subjected to the jurisdiction of the Court by process, waiver or entry of appearance.

4.3. Entry of Divorce. Each party understands that a divorce may not be entered immediately after execution of this Agreement due to the schedules of the Court and the attorneys.

4.4. Court Approval of Agreement. Each party understands that the Court must approve of the entry of the divorce by finding that the provisions of this Agreement are adequate and sufficient. Each party further understands that a divorce will be entered upon approval by the Court without further instruction from either party unless either party withdraws his or her consent to divorce prior to the time of entry of the divorce.

5. General Definitions. The following definitions shall apply throughout this Agreement. The fact that a term is defined does not mean that either party has agreed to a provision defined. In fact, some defined terms may not be a part of this Agreement.

5.1. "John" and/or "Husband" and/or "Father" means and refers to John Doe.

5.2. "Jane" and/or "Wife" and/or "Mother" means and refers to Jane Doe.

5.3. "Parents" means and refers to John and Jane collectively.

5.4. "Children" means and refers to Buck and Bambi Doe, collectively.

CHILD CUSTODY AND SUPPORT

6. *Legal Child Custody.* The parties shall have joint legal custody of the minor children. “Joint Legal Custody” means that the parents share the decision-making rights, the responsibilities and the authority relating to the health, education and welfare of each child. Joint Legal Custody obligates the parties to exchange information concerning the health, education and welfare of the child, and to confer with one another in the exercise of decision-making rights, responsibilities and authority. It obligates the parents to discuss the activities of the children and to involve each other in decisions. For example, a parent should consult with the other parent before enrolling a child in school, or, in an extracurricular activity such as dance class. A parent should consult with the other parent before taking a child to the doctor or dentist. Each parent should provide the other with sports practice and game schedules and school grades. Each parent should apprise the other in advance of school teacher meetings, school and church events, school pictures, etc. The exchange of information by and between the parties is not necessarily intended to absolve or relieve each party from obtaining information and scheduled activities of the children from third parties, such as schools, coaches and health care providers.

7. *Physical Custody.* Jane shall have physical custody of the children, subject to the following periods of visitation by John.

7.1. *Weekends.* John shall have the children every other weekend, beginning when school recesses on Friday or at 3:00 p.m., when the children are not in school, until 8:00 a.m. on Monday morning. Regular physical custody periods for either party shall be superceded by the holiday (paragraph 7.2) and special occasion (paragraph 7.3) physical custody schedule set forth below. For example, if it is John’s weekend for physical custody, but it is also Mother’s Day, then

the Mother's Day physical custody shall apply, and John's weekend physical custody shall shift to the following weekend.

7.1.1. Weekdays. John shall have the child every Tuesday and Thursday from 4:00 p.m. to 7:00 p.m. In addition, during the weeks when he does not have weekend physical custody, John shall keep the child over night on Thursday until Friday morning at 8:00 a.m.

7.1.2. School Transportation. Each party shall be responsible for taking the minor children to school and picking them up from school on those days when either has custody/visitation. For example, on Monday mornings following John's weekend custody, he shall transport the children to school. Jane's custody period begins after John delivers the children to school, so she will pick them up on that day.

7.2. Holidays.

7.2.1. Christmas. In odd-numbered years, John shall have the children from the first day of school Christmas holidays at 5:00 p.m. until 2:00 p.m. on Christmas Day, and in even-numbered years from 2:00 p.m. Christmas Day until 5:00 p.m. New Year's Day. In even-numbered years, Jane shall have the children from the first day of school Christmas holidays at 5:00 p.m. until 2:00 p.m. on Christmas Day, and in odd-numbered years from 2:00 p.m. Christmas Day until 5:00 p.m. New Year's Day.

7.2.2. Thanksgiving. In even-numbered years, John shall have the children Thanksgiving weekend from 5:00 p.m. on the day school lets out until 8:00 a.m. on the following Monday, while Jane will always have the right to have the children with her on Thanksgiving weekend in every odd-numbered year.

7.2.3. Easter. John shall have the children Easter weekend every odd-

numbered year from 5:00 p.m. on the day school lets out until 8:00 a.m. on Monday, while Jane will always have the right to have the children with her on Easter weekend in every even-numbered year.

7.2.4. Spring Break. In even-numbered years, John shall have the children Spring Break week from 5:00 p.m. on the day school lets out until 8:00 a.m. on the school resumes, while Jane shall always have the right to have the children with her during the Spring Break of odd-numbered years.

7.2.5. Memorial Day. John shall have the children Memorial Day weekend every odd-numbered year from the time John gets off work on Friday until 8:00 a.m. on the following Tuesday. Jane shall always have the right to have the children with her on Memorial Day weekend in every even-numbered year.

7.2.6. July 4th. John shall have the children the July 4th holiday every even-numbered year from 5:00 p.m. on the day before the holiday until 8:00 a.m. on the day following the holiday. Jane shall always have the right to have the children with her on the July 4th holiday in every odd-numbered year.

7.2.7. Labor Day. John shall have the children Labor Day weekend every even-numbered year from 5:00 p.m. on the day school lets out until 8:00 a.m. on the following Tuesday. Jane shall always have the right to have the children with her on Labor Day weekend every odd-numbered year.

7.2.8. Babysitter first choice. If either party has need for a baby sitter overnight the other parent shall be given the option of keeping the children in lieu of a hired baby sitter during those periods.

7.2.9 All Other Time Agreed Upon By the Parties. The physical custody/

visitation schedule set forth herein is intended to be an ideal “parenting plan” which will give each parent the maximum amount of time reasonably possible with the children, in the best interest of the children. The parties may alter or amend this schedule upon mutual agreement at any time.

7.3. Special Days.

7.3.1. Father’s Day. John shall have the children every Father’s Day weekend from 5:00 p.m. on Friday until 8:00 a.m. on the following Monday.

7.3.2. Mother’s Day. Jane shall have the children every Mother’s Day weekend from 5:00 p.m. on Friday until 8:00 a.m. the following Monday.

7.3.3. Children’s Birthdays. The parents shall cooperate on each child’s birthday and shall plan to attend the child’s birthday party together; however, if the parents are unable to cooperate, then, notwithstanding which parent has physical custody of the child on the child’s birthday, the parent not having physical custody of the child on his or her birthday shall have the opportunity to celebrate the birthday with both children from 4:00 p.m. until 7:00 p.m..

7.4. Summer Vacation. John shall have at least 2 uninterrupted two-week periods of custody every summer. The parties shall consult with each other no later than April 15 of each year so these 2 two-week periods can be scheduled. Jane shall also be afforded 2 uninterrupted two-week periods with the children. The parties may also reach any other arrangement for summer custody as agreed upon, and the parties shall cooperate with each other in making summers meaningful for the children.

7.5. Definition of School Vacation or Holidays. The term “school vacation” as used above shall be defined as the actual school schedule of the school the children may be attending and if a children is not attending school, then it shall be the schedule for the public school the child

would attend.

7.6. Notice of Address. Each party shall keep the other informed of his/her full address, including state, city, street, house number and telephone number, if available, unless excused in writing by the Court.

7.7. Notice of Address Change. If either party changes his or her address they shall notify the Clerk of the Court which has entered the order of divorce, of his/her full new address and shall furnish the other party a copy of such notice. The notice shall include the Court file number. The clerk shall docket and file such notice in the cause. In the event either party intends to relocate outside of a 60 mile radius from the Rankin County Chancery Court building, that party shall give the other party as much notice as possible, but not less than 45 days notice of his or her intent to move, so that the parties may have adequate time to seek modification of the current joint custodial arrangement and schedule.

7.8. Fostering Healthy Relationships. The parties shall cooperate with respect to the children to advance the children's health, emotional and physical well-being and sense of security. Neither party shall directly or indirectly influence the children so as to prejudice the children against the other parent. The parents will endeavor to guide the children to promote an affectionate relationship between the children and the other party. The parties agree not to communicate through the children and they agree not to ask the children probing questions about the other party. The parties agree that the children should not be "placed in the middle" between them and their disputes. The parties will cooperate with each other in carrying out the provisions of this Agreement for the children's best interest.

7.9. Notice of Non-exercise of Visitation/Physical Custody. On all occasions

when a party does not plan to exercise his or her visitation/physical custody, or expects that he or she will be tardy in so doing, or intends to return the children at an earlier hour, he or she will give the other as much advance notice as possible in order that the other may make appropriate plans for the children. In the event that one party is not able to exercise their physical custody, the parties agree to give each other the option to exercise physical custody in their absence, unless plans can be made by either party for his or her spouse or other immediate family to keep the children. This provision should not take away from the above-referenced custody schedule.

7.10. Safety of the Children. Each party agrees to have the safety of the children as a primary concern at all times and will take the following specific actions:

7.10.1. To utilize proper child restraint seats or belts during automobile or air transportation.

7.10.2. To refrain from the excessive consumption of alcohol and to refrain from consumption of illegal drugs.

7.10.3. To refrain from driving after having consumed alcohol or while consuming alcohol. If either party is aware that this provision is being violated, they may refuse to allow the offending party to take the child in a car at that time.

7.10.4. To exercise custody so that persons, other than their spouses, with whom they have a romantic interest, shall not stay overnight with a party when a child is present.

7.11. Pick up and Return. When a child is in school, the transportation provisions of paragraph 7.1.2. herein above apply. When school is not in session, the party who is beginning a custody period shall travel to the other party's residence (or some other agreeable place) to pick up the child to begin his or her period of custody.

7.12. Telephone and Email contact. Whenever one parent has physical custody, the other parent shall have the right to reasonable telephone contact with the children. In addition, when a child is old enough to email and text message, the parents shall take the steps to facilitate text message and email communication between the child and the other parent.

CHILD SUPPORT

8. Child Support.

8.1. Monthly Cash Obligation.

8.1.1. Amount and Due Date. John shall pay directly unto Jane \$200 per month, per child in child support on or before 5th day of each month, beginning the first month following entry of divorce, without the need for a withholding order at this time.

8.1.2. Representation as to Income. John represents that at the present time he is earning and draws salary of \$3,000 per month and that his adjusted gross income as defined by Miss. Code Ann. Section 43-19-101 is approximately \$2,000 per month.

8.1.3. Statutory Guidelines. The parties have consulted with independent counsel in regard to child support award guidelines adopted by the State of Mississippi and set forth in Miss. Code Ann. Section 43-19-101, ("Guidelines"). Each has reviewed the rebuttable presumption established by the Guidelines together with the legislatively mandated criteria for overcoming the rebuttable presumption. The support set forth in this Agreement complies with the guidelines.

8.2. Medical and Dental Insurance and Expenses.

8.2.1. Insurance. Jane will provide medical and dental insurance for the children provided through her employer and which was in force at the time of the execution of this

agreement. If Jane should lose medical or dental insurance through her current or subsequent employer, such occurrence shall constitute a change in circumstances warranting a possible modification of this agreement.

8.2.2. Claim Forms, etc. Jane shall provide John with proof of insurance, claim forms, claim cards, numbers and pre-certification information.

8.2.3. Non-covered Medical. John shall pay all out of pocket medical expenses incurred on behalf of the child, which are not paid by insurance.

8.2.4. Method of Payment. The parties shall, from and after the date of the entry of this Agreement, use the following procedure for medical expenses of the child:

a. The parent in possession of a child with medical needs, whether the custodial parent or the non-custodial parent during visitation, must first consult with the other parent about the child's medical needs unless an emergency prevents a consultation. In the event of an emergency, the involved parent shall notify the other parent of the medical needs within twenty-four hours of the treatment and consult with the other parent.

b. After notification and consultation, the involved parent may secure the medical treatment needed and must promptly file or cause to be filed the medical expense claim with insurance.

c. Upon notification of any amount not covered by insurance, Jane shall notify John of the unpaid bill and provide documentation of same within a reasonable time period. To avoid disputes, the notification should be by email or certified mail with proof of receipt. John shall then reimburse Jane any sums paid by her for the child's medical expenses not covered by insurance within 30 days of receipt of documentation of said expense.

8.2.5. Medical Expenses Defined. The term “medical expenses” shall mean the cost of care, consultation, medicines, prescriptions, eyeglasses and contacts, orthodontia, and diagnosis or treatment administered by or directed by a physician or dentist.

8.3. Pre-college Education and Activities.

8.3.1. Schools. The parties shall equally divide the cost of daycare for the children. The children shall attend the public school dedicated to the district in which Jane lives. The child shall not be enrolled in a private school without agreement of both parties and neither party shall be obligated to pay any expense for private school without his or her consent.

8.3.3. Activities. The parties shall share equally in the cost of the children's extra-curricular and lessons. Such activities taking place outside of school include summer camps, music lessons, dance lessons, uniforms, scouts, athletic or band trips, soccer, tennis and the like.

8.4. College.

8.4.1. Split of Responsibility. The parties agree to share equally in the cost of an undergraduate education as set forth below.

8.4.2. Selection. The child shall have the right to select the institution, in consultation with both parents.

8.4.3. Limitation of Expense. The obligation of the parents to contribute for College shall be limited to the expense of the most expensive state supported college or university in the state in which the child is a resident for tuition purposes. For example, expenses for college in Mississippi shall be limited to those at the University of Mississippi. The child may attend Millsaps if desired, but the financial obligation of the parents shall not exceed that of the expenses for the child to attend Ole Miss. Further, the child shall be obligated to seek and utilize scholarship

assistance. For example, if the child receives a scholarship to a school, the child must attend that school and if he does not, the parent's obligation shall be reduced by the amount of the scholarship the child could have utilized. Another example: if the child is eligible for a dormitory scholarship, the child must live in the dormitory and utilize the scholarship; the child may not choose to live in an apartment and forego the scholarship unless both parents agree.

8.4.4. Expenses Included. The parents shall share in the following expenses, again, not to exceed those set forth in a catalogue for the most expensive state supported college or university in the state in which the child is resident for tuition purposes: tuition, room and board, books, and lab fees.

8.4.5. Manner of Payment. The parties shall communicate and share the cost of the each expense as incurred. In the event one party advances an expense, documentation of the expense so paid shall be forwarded in writing to the other and the payor shall be reimbursed (where appropriate) within ten (10) days.

8.4.6. Obligations of the Child. The parties recognize that a college education is a privilege for which a child should act appropriately. Therefore, the child shall at all times maintain open and loving communication with both parents and shall consult with both parents about college choices. Further, the child shall engage in regular physical custody with both parents and shall maintain at least a C average and take at least the number of hours to graduate within four years. If the child should fail in regard to his obligations hereunder, a parent may move to modify or terminate his or her obligation hereunder.

8.5. Life Insurance. Neither parent shall be required to obtain, nor precluded from obtaining life insurance on his or her respective life, for the benefit of the children.

8.6. Term of Support Obligations. All financial obligations for the support of the children shall be payable until such time as the child shall attain the age of 22 or obtains a bachelor's degree, whichever occurs first.

8.7. Modification. The parties understand that all financial obligations in regard to the children may be modified upon a substantial change in circumstances. In order to encourage a cooperative relationship, the parties agree to communicate with each other reasonably about the possible need for modification before initiating litigation.

8.7.1. Notice of Need to Modify. If either party desires to modify the provisions of this Agreement for the support of the children, the party seeking such a modification shall tender to the other party written notice to that effect by registered or certified mail, return receipt requested, setting forth in such notice:

- The facts which constitute a change in his or her financial circumstance that may require such a modification;
- The dollar amount of such modification;
- The date upon which said requested modification shall take effect, and,
- Any other relevant information.

8.7.2. Application to the Court. If the parties are able to agree to the modification, they understand that they are obligated to have said understanding placed in an Order in order for it to be effective. If the parties are unable to agree as to such requested modification, within 30 days of receipt of the notice, then the party seeking the modification may apply to a court of competent jurisdiction for relief.

WAIVER OF SPOUSAL SUPPORT

9. Waiver of Alimony. Both parties have been advised of their rights pertaining to periodic, rehabilitative, reimbursement and lump sum alimony they each do hereby waive any and all rights they may have, both now and in the future to alimony of any kind

EQUITABLE DISTRIBUTION

10. Marital Residence. The former marital home located at 123 Deer Lane, Pearl, Mississippi was sold in a "short sale" at a listing price that was substantially less than the amount owed on the mortgage. The mortgage has been satisfied.

11. Personal Property.

11.1. Automobiles. Jane is currently in possession of a 2010 Chevrolet Equinox which is titled in her name. Jane shall be the sole owner of this automobile and shall be responsible for all costs associated with said vehicle. John does not currently own a vehicle.

11.2. Furnishings and Other Household Goods. Jane shall be entitled to exclusive ownership of the furnishings and other household goods located in the marital home, except for the items listed on the attached Exhibit "1" which shall become the sole property of John.

11.3. Savings, Checking, Retirement, Investment Interests and Other Bank Accounts. The parties shall maintain the accounts and/or investments currently held in his or her individual name, waiving all interest(s) either may have in the other's individually-held accounts.

11.4. Other Interests. All interests the parties have or may have in any and all corporations, partnerships, trusts, estates or other entities not included in this agreement, shall be maintained by the individual in whose name the interest is titled. Each party affirmatively waives any claim he or she may have in any such entities in which the other party has an interest.

12. Marital Debts. Until the debt is satisfied, John shall continue to make timely payments (of at least the minimum amount due) on the Visa credit card that is in Jane's name, with an approximate balance of \$5,000, and shall indemnify, defend and hold Jane harmless for same. Except for the Visa credit card, which is John's sole responsibility, each party shall be solely responsible for, and shall indemnify, defend, and hold the other party harmless from the payment of all debts in his or her individual name.

INCOME TAX TREATMENT

13. Section 1041 Election. John and Jane hereby elect to have the provisions of §1041 of the Internal Revenue Code of 1986 apply to all qualifying transfers of property hereunder. Jane and John understand that §1041 applies to all property transferred between spouses or former spouses incident to divorce. The parties further understand that the effects for federal income tax purposes of having §1041 apply are that (1) no gain or loss is recognized by the transferor spouse or former spouse as a result of this transfer; and (2) the basis of the transferred property in the hands of the transferee is the adjusted basis of the property in the hands of the transferor immediately before the transfer, whether or not the adjusted basis of the transferred property is less than, equal to, or greater than its fair market value at the time of the transfer. The undersigned understand that if the transferee spouse or former spouse disposes of the property in a transaction in which gain is recognized, the amount of gain which is taxable may be larger than it would have been if this election had not been made.

13.1. State and Federal Tax Returns. The parties have historically jointly filed their federal and state income tax returns separately and will continue to do so. Each party will be responsible for his or her respective income tax liabilities and shall be entitled to receive his or her

share of any refund received.

13.2. Independent Tax Advice. The parties acknowledge that their attorneys have not furnished them with any tax advice, but have instead advised them to seek independent advice from a qualified tax advisor.

MISCELLANEOUS

14. Attorneys' Fees and Costs. Jane has been represented by Patricia R. Williams of the Williams Family Law Firm, PLLC in Jackson, Mississippi. John has been represented by A. B. See, of the ABSee Law Firm. Williams Family Law has not provided John with any legal advice.

15. Representations. John and Jane represent that they have disclosed to each other all information regarding assets and liabilities owned by either party or jointly by the parties prior to the execution of this Agreement to the best of their knowledge and belief. Neither party has withheld any information whatsoever regarding the assets or liabilities of the parties. The parties agree that, should either party withhold material information regarding the existence of assets, liabilities or other matters relating to the financial condition of the parties, such failure to disclose shall constitute a material change in circumstances regarding the assets and liabilities of the parties, and that information withheld shall be the subject of re-negotiation of this *Agreement* and/or the basis for a modification of final judgment of divorce.

16. Fairness of Agreement. Both parties acknowledge that this is a fair Agreement and not the result of fraud, duress, or undue influence exercised by either party upon the other or by any other person(s) upon either.

17. Interpretation. All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed under the laws of the State of Mississippi.

18. Effect of Agreement. This Agreement shall not be invalidated or otherwise affected by reconciliation between the parties hereto, or a resumption of marital relations between them unless such reconciliation or resumption be documented by a written statement, executed and acknowledged by the parties, with respect to the reconciliation and resumption, setting forth that they are canceling this Agreement.

18.1. The respective rights and obligations of the parties hereunder are deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein. This Agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

18.2. This Agreement is contingent upon a divorce judgment, and it may not be enforced independently of such judgment, however, the parties agree, stipulate, and consent that the provisions of this Agreement may be incorporated into any judgment of divorce entered in the action pending in the Chancery Court of Rankin County, with prior consent of the Court.

19. Release and Waiver. Subject to the provisions of this Agreement, each party has released and forever discharged, and by these presents does for himself or herself, and his or her heirs, legal representatives, Executors, Administrators, and assigns, release and discharge the other of and from all causes of action, claims, right or demands whatsoever, in law or equity, which either ever had, or now has, against the other, except any and or all causes of action for divorce or separation action now pending or hereinafter brought by the other. Each party further 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 (a) to share in the estate of

the other party upon the latter's death; and (b) to act as Executor or Administrator of the other party's estate. This provision is intended to, and shall, constitute a mutual waiver to take against each other's estate, now or hereafter in force, under the present or future laws of any jurisdiction. The consideration for each party's waiver and release is the other party's reciprocal waiver and release, to relinquish any and all rights of election presently provided for in any statute of this or any other jurisdiction.

20. Date of Agreement. The date of this Agreement shall be the date when it has been executed by both parties. If no specific time is set forth for the completion of any act required by this Agreement, then the parties agree that it shall be accomplished within 30 days of the date of this Agreement.

21. Additional Documents. Jane and John shall, at any and all times, upon request by the other party of his or her legal representative, make, execute, and deliver any and all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to this Agreement, without charge therefor.

22. Future Interpretation. Both parties agree that should any future dispute arise as to the interpretation of this agreement or any part thereof, the agreement shall be construed as having been equally drafted by both parties as if each party drafted each and every word and, therefore, should not be construed for or against either party.

IN WITNESS WHEREOF, the parties hereto have hereunder set their respective hands on
this the _____ day of _____, 2012.

JANE DOE

JOHN DOE

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **JOHN DOE**, who after being by me first duly sworn, stated on his oath that he signed and delivered the above and foregoing *Child Custody and Property Settlement Agreement* on the day and year therein mentioned.

John Doe

SWORN TO AND SUBSCRIBED BEFORE ME on the ____ day of _____, 2012.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **JANE DOE**, who after being by me first duly sworn, stated on her oath that she signed and delivered the above and foregoing *Child Custody and Property Settlement Agreement* on the day and year therein mentioned.

Jane Doe

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2012.

NOTARY PUBLIC

My Commission Expires: _____