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STATE OF MISSOURI ) IN THE CIRCUIT COURT OF ST. LOUIS COUNTY,  
 ) SS  
COUNTY OF ST. LOUIS ) MISSOURI, DIVISION NO. 6

WEDNESDAY, SEPTEMBER 22, 1993

93955519

In Re: Marriage of  
Kenneth Brown and Arlene Brown  
KENNETH BROWN ) Petitioner)  
 )  
and 642720 )  
 )  
ARLENE BROWN ) Respondent)

DECREE OF DISSOLUTION

Now at this day comes the Petitioner in person and by his attorney, and the Respondent, although being now thrice solemnly called, comes not, but remains in default, whereupon this cause coming on regularly to be heard and being called, the Petitioner announces ready for trial; thereupon the Petitioner submits the cause to the Court upon his pleadings and proof, and the Court, after hearing the evidence, finds that the Petitioner has been a resident of this state for ninety days next preceding the commencement of this action, and that thirty days have elapsed since the filing of the petition therein; the Court further finds that there remains no reasonable likelihood that the marriage between the parties can be preserved, and that the marriage is, therefore, irretrievably broken.

It is therefore, ordered, adjudged and decreed by the Court that the marriage of Kenneth Brown (ss# 587-44-6395) and Arlene Brown (ss# 322-54-9669) is dissolved.

It is further ordered, adjudged and decreed by the Court that said Respondent have the care, custody and control of the minor children, namely, Kenneth Brown, Jr., born February 13, 1976; William Brown, born January 30, 1980; Alishia Brown, born July 10, 1981; Silas Brown, born January 31, 1983, see other orders attached; residence of said children shall not be changed from the state of Missouri, nor shall said children be removed from the state of Missouri for more than 90 days without prior specific authorization of the Court or written consent of the noncustodial parent; Visitation rights and Temporary custody: See other orders; Maintenance: See other orders; Child support: See other orders; child support amounts were determined in accordance with authorized support guidelines per the Supreme Court Rule (Petitioner's income \$3,000 per month - Respondent's income \$1,870 per month). The party obligated to pay support or maintenance is hereby notified that upon application by the obligee or the Missouri Division of Child Support Enforcement of the Department of Social Services, the obligor's wages or other income shall be subject to withholding without further notice if the obligor becomes delinquent in maintenance or child support payments in an amount equal to one month's total support obligation. The withholding shall include an additional amount, equal to 50% of one month's child support and maintenance, to defray delinquent child

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\*49.50  
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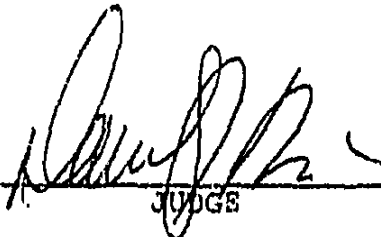
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support and maintenance which additional withholding shall continue until the delinquency is paid in full. Both parties shall notify, in writing, the Circuit Clerk of St. Louis County of any change of mailing address. Other orders: Per attached sheet Exhibit incorporated into and made a part of the decree; the Petitioner represents to the Court that no marital property or separate property remains to be apportioned by the Court; and that said Petitioner pay the costs herein incurred.

Attachment

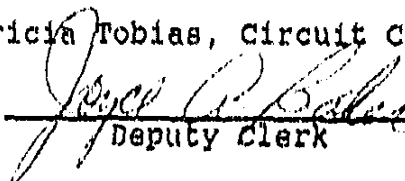
  
\_\_\_\_\_  
JUDGE

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DEPT-01 RECORDING \$49.50  
T(8808) TRAN 0306 11/23/93 11:39:00  
#1492 # \*--23--955619  
COOK COUNTY RECORDER

I certify and attest that the above is a true copy of the original record of the Court in this case as it appears on file in my office.

Issued: OCT 06 1993

Patricia Tobias, Circuit Clerk  
By:   
Deputy Clerk

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IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

21st JUDICIAL CIRCUIT

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A

Kenneth Brown

PETITIONER

9/22/92

DATE

ARLENE Brown

VS

RESPONDENT

FILED 642720

DIV. SEP 22 1992

TEMPORARY CUSTODY AND VISITATION

CIRCUIT CLERK, ST. LOUIS COUNTY.

Respondent

is awarded reasonable visitation and temporary custody of the minor child(ren). In the event that the parties cannot agree on specific visitation or temporary custody then temporary custody shall be as follows: Brian Kenneth Brown Jr.

- A. Every other weekend beginning at 6:00 p.m. on Friday through and ending at 6:00 p.m. on Sunday; beginning the weekend following the date of this decree. If the custodial parent's holiday weekend, as set forth below, conflicts herewith then the non-custodial parent's regular weekend shall be replaced with the custodial parent's next regular weekend to thereafter be followed by the original schedule so that each would have 2 consecutive weekends.
- B. One night each week from 5:00 p.m. on Wednesday until 8:00 a.m. on Thursday.
- C. Six weeks each summer (to be divided into three 14 consecutive day periods) to coincide with the child(ren)'s school summer vacation. Non-custodial parent may select the first two weeks of this summer vacation by notifying the custodial parent of same (each notification herein to be in writing) by February 1st each year, two weeks may then be excluded by the custodial parent by March 1st, the next two weeks to be selected by the non-custodial parent by April 1st, two more weeks may then be excluded by the custodial parent by May 1st, the final two weeks to be selected by June 1st. The custodial parent's excluded four weeks shall prevail over the non-custodial parents weekend and weeknight periods.
- D. Holidays and Special Days as follows:
  - 1. Holidays and special days shall prevail over weekend, weekday and summer vacation set forth in sub paragraphs "A", "B" and "C" above.
  - 2. Mother/Wife shall have custody of the minor child(ren) on her birthday and on Mother's Day each year from 9:00 a.m. to 9:00 p.m.; plus "Holiday Group A" in even-numbered years and "Holiday Group B" in odd-numbered years.
  - 3. Husband/Father shall have custody of the minor child(ren) on his birthday and on Father's Day each year from 9:00 a.m. to 9:00 p.m.; plus "Holiday Group A" in odd-numbered years and "Holiday Group B" in even-numbered years.

Holiday Group A

- 1. PRESIDENT'S DAY/WASHINGTON'S BIRTHDAY (OBSERVED) weekend from 5:00 p.m. the Friday prior through 8:00 a.m. the Tuesday following.
- 2. A period of 6 days during the child(ren)'s school Spring break, the exact days to be selected and written notice given to the other party not later than 30 days prior to the start thereof.
- 3. INDEPENDENCE DAY (July 4th) holiday from 5:00 p.m. the next non-weekend day before to 9:00 a.m. the weekday next following.
- 4. COLUMBUS DAY weekend from 5:00 p.m. the Friday prior through 8:00 a.m. the Tuesday following.
- 5. CHRISTMAS vacation from December 25th beginning at 10:00 a.m. through 9:00 a.m. on December 31st.
- 6. Each child's birthday from 9:00 a.m. until 9:00 a.m. the following day.

Holiday Group B

- 1. MARTIN LUTHER KING DAY weekend from 5:00 p.m. the Friday prior through 8:00 a.m. the Tuesday following.
- 2. MEMORIAL DAY weekend from 5:00 p.m. the Friday prior through 8:00 a.m. the Tuesday following.
- 3. LABOR DAY weekend from 5:00 p.m. the Friday prior through 8:00 a.m. the Tuesday following.
- 4. THANKSGIVING weekend from 5:00 p.m. the Wednesday prior through 8:00 a.m. the following Monday.
- 5. CHRISTMAS vacation from 5:00 p.m. the day the child(ren)'s school Christmas vacation begins through 10:00 a.m. on December 25th and December 31st beginning at 9:00 a.m. through 8:00 a.m. the day the child(ren)'s school Christmas vacation ends.
- 6. The day prior to each child's birthday beginning at 9:00 a.m. through 9:00 a.m. the day of the birthday.

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STATE OF MISSOURI )  
 ) SS  
COUNTY OF ST. LOUIS )

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS  
STATE OF MISSOURI

IN RE: The Marriage of: )  
 )  
KENNETH BROWN, )  
 )  
Petitioner, )  
 )  
and )  
 )  
ARLENE BROWN )  
 )  
Respondent. )

FILED

Cause No: 642720  
DIV. SEP 22 1993 6

PATRICIA TOBIAS  
CIRCUIT CLERK, ST. LOUIS COUNTY

*Other orders*  
SEPARATION AGREEMENT

This agreement made this 22 day of September, 1993,  
between ARLENE BROWN, a resident of the State of Illinois,  
hereinafter referred to as the "Wife", and KENNETH BROWN, a  
resident of the County of St. Louis, State of Missouri,  
hereinafter referred to as the "Husband".

WITNESSETH:

WHEREAS, the parties were married on August 10, 1974 in  
Chicago, Illinois. The parties were separated on or about August  
10, 1992.

WHEREAS, by reason of irreconcilable differences which have  
arisen between the parties, which render it impossible for them  
to live together as Husband and Wife, the marriage is  
acknowledged by both parties to be irretrievably broken and both  
parties affirmatively state that there is no reasonable

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likelihood that the marriage can be preserved, and;

WHEREAS, the Wife and Husband intend and it is the purpose of this Agreement to make a complete and final settlement between each of the parties hereto regarding all of their property and marital rights, and;

WHEREAS, there were four children born during the marriage of the parties to wit:

NAME	DATE OF BIRTH	AGE
KENNETH BROWN JR.	February 13, 1976	17
WILLIAM BROWN	January 30, 1980	13
ALISHIA BROWN	July 10, 1981	11
SILAS BROWN	January 31, 1983	10

NOW THEREFORE, for reliable consideration each received by the other and in consideration of the mutual covenants and promises of the parties herein contained, Wife and Husband agree as follows:

1. CHILD CUSTODY AND SUPPORT:

A. Legal Custody

Respondent may be granted primary legal care, custody, and control of the parties minor children, except Kenneth Brown Jr., with reasonable temporary visitation and custody, however if the parties can not agree, Attachment A shall apply. That Petitioner shall pay the sum of \$205.00 per month per child.

Respondent shall pay to Petitioner the sum of \$128.00 per month for child support of Kenneth Brown Jr. Therefore after

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crediting all amounts, Petitioner shall pay Respondent the sum of \$487.00 per month.

Respondent shall have reasonable temporary visitation and custody, however if the parties can not agree, Attachment A shall apply.

## 2. CONTINGENT UPON COURT REVIEW:

All of the stipulations, conditions and agreements hereinafter contained are contingent upon the Court entering a Decree dissolving the marriage of the parties herein, upon a proper hearing of this cause and are contingent upon the Court's determination that this Agreement is not unconscionable.

## 3. MARITAL PERSONAL PROPERTY:

The Petitioner will be awarded the 1975 Honda Civic, and the 1981 Buick Regal. The Respondent will be awarded the 1988 Chevy Celebrity. Each party will transfer his/her interest in said vehicle within fifteen (15) days after entry of judgment.

## 4. INDEBTEDNESS:

The parties hereby agree that all marital debts of the parties have been paid except Aces which Respondent agrees to pay, all other debts not paid shall be paid by the Petitioner.

Each party shall be responsible for their own debts incurred from the date of their separation.

## 5. INDEMNIFICATION:

Husband and Wife hereby agree to indemnify and hold harmless the other and to defend him or her from and against all claims

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and liabilities and will reimburse the other from any and all expenses made or incurred by the other, either directly or indirectly, including a reasonable attorney's fee, as a result of his or her failure to pay or otherwise satisfy the specific debts and liabilities assumed by each herein.

## 6. NO UNDISCLOSED DEBTS:

Each of the parties warrants to the other that, on or before execution of this Agreement, he or she has not incurred any obligation on which the other party is or may become personally liable, or an obligation that could be enforced at any time against an asset held, or to be received under this Agreement, by the other party. Each party covenants not to incur any such obligation on or after the execution of this Agreement, except as specifically agreed to by both parties.

## 7. BANK ACCOUNTS:

The Wife and Husband agree that each has his own separate bank account which is or may be marital property but that each party shall retain their individual accounts as their sole and separate property.

## 8. PENSION AND/OR PROFIT SHARING PLANS:

The Petitioner will received all of his interest in the IRA and Velspar Stock and the Respondent forfeits all rights and interest in Petitioner's stock.

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## 9. REAL PROPERTY:

The parties own real estate located at 136 North Chestnut Lane, Glenwood, Illinois which is to be Quit Claimed over from Husband to Wife.

## 10. SPOUSAL MAINTENANCE:

It is agreed by and between the Wife and Husband that after having taken into consideration the respective financial situations of each party to this Agreement, the distribution of their real and personal property and the length of marriage, neither party shall make any claims for spousal maintenance of any kind or nature whatsoever and hereby waive their respective rights to maintenance and the parties hereto agree and understand that this Agreement shall at all times herein remain effective and operate as a settlement in lieu of or in full settlement of any temporary maintenance, suit money or permanent maintenance.

The Wife and Husband also understand and agree and have been fully advised that failure to provide for maintenance in this Dissolution of Marriage proceeding forever bars them therefrom in this Court or in any other Court.

11. Each of the parties warrants to the other that, on or before execution of this Agreement, he or she has not incurred any obligation that has not been disclosed.

## 12. SEPARATION OF THE PARTIES:

Wife and Husband shall hereafter live separately and apart, each free from all dominion, restraint and control of the other,

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whether direct or indirect as fully as if unmarried. Each party shall hereinafter reside at such place or places as he or she shall select.

## 13. INCORPORATION IN DECREE:

It is the intent of the parties that the terms of this Agreement be incorporated and fully set forth in any Decree of Dissolution of Marriage entered by the Court.

## 14. SEVERABILITY:

In the event that any provision of this Agreement is unenforceable when incorporated as a part of the Court's judgment, it shall be considered severable and enforceable by an action based on contractual obligation and it shall not invalidate the remainder of this Agreement as incorporated in any Decree.

## 15. MODIFICATION AND APPROVAL:

The parties agree that the Court in which this Dissolution of Marriage action was brought shall retain jurisdiction of this action for the purpose of interpreting and enforcing the terms, provisions and covenants of this Agreement.

The terms of this Agreement shall not be subject to modification or change, regardless of the relative circumstances of the parties, except as specifically set forth in the Agreement. It is understood that this provision is not applicable to the terms of the Agreement dealing with child custody, visitation and support. The parties recognize that the



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facts; and that they clearly understand and assent to all the provisions hereof. The parties further warrant that they have each disclosed to the other the full extent of their respective properties and income, and each acknowledges that the other has made full disclosure thereof. Each party acknowledges that in the negotiations and finalization of this Agreement and acts and transactions referred to herein, each has made an independent investigation concerning the nature, extent and value of the real and personal property of the parties and that the provisions hereof are just, equitable and not unconscionable, and merit the approval and confirmation of any Court to adjudge rights and relations.

## 19. EXECUTION:

Each party hereto acknowledges that each of them is making this Agreement of his or her own free will and violation, and acknowledges that no coercion, force, pressure or undue influence has been used against either party in the making of this Agreement, either by the other party of this Agreement or by any other person or persons.

## 20. STATUTORY COMPLIANCE:

The validity and construction of this Agreement shall be determined in accordance with the laws of the State of Missouri.

## 21. COPIES:

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

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provisions relating to custody, visitation and support are subject to the approval of the Court, and may be modified by the Court, regardless of this Paragraph.

## 15. MUTUAL RELEASES:

Subject to the provisions of this Agreement, each party has remitted, released and forever discharged and, by these presents, does himself and herself and his or her heirs, legal representatives, executors, administrators and assigns remitted, release and forever discharge the other of an from all cause of causes of action, claims, rights or demands whatsoever in law or equity, which either party hereto ever had or now has against the other, except any and all cause or causes of action for dissolution of marriage or rights arising from this Agreement or subsequent Court Order.

## 16. MUTUAL WAIVER OF RIGHTS IN ESTATES:

Except as otherwise provided in this agreement, each party shall have the right to dispose of his or her property of whatsoever nature, real or personal, and each party, for himself or herself, respectively, and for their respective heirs, legal representatives, executors, administrators, Personal Representatives and assigns, hereby waives any right of election which he or she may have or hereafter acquire regarding the estates of the other or to take against any Last Will and Testament of the other or any codicil thereto, whether heretofore or hereafter executed, as provided for in any law now or hereinafter effective in this state or any other state or

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territory of the United States or any foreign country and renounces and releases all interest, right or claim of distributive share or intestate succession or dower or courtesy, or community property or statutory exemption or allowance or otherwise, that he or she now has or might otherwise have against the other or the estate of the other, on the property of whatsoever nature, real or personal, of the other party under or by virtue of the laws of any state or country. Nothing contained in this particular paragraph, however, shall affect any obligation undertaken in the other paragraphs of this Agreement by either party.

## 17. EXECUTION OF PAPERS:

Each party shall, at any time and from time to time hereafter, take any and all steps to execute, acknowledge and deliver to the other any and all instruments and assurances that the other party may reasonably require or find covenant, expedient or businesslike for the purpose of giving full force and effect to the provisions of this Agreement.

## 18. VOLUNTARY AGREEMENT AND INVESTIGATION AND DISCLOSURE:

Each of the parties hereby affirm that they each are entering into this Agreement freely and voluntarily; that they have ascertained and weighed all the facts and circumstances likely to influence his or her judgment herein; that they have given due consideration to such provisions in question; that they have sought independent advice of counsel in regard to all details and particulars of the Agreement and the underlying

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IN WITNESS WHEREOF, the parties have executed this Agreement by signing their names hereto all of the day and year last above written regardless of the date of actual execution hereof.

[Signature]  
KENNETH BROWN, Petitioner

\_\_\_\_\_  
ARLENE BROWN, Respondent

STATE OF MISSOURI )  
                          ) SS  
ST. LOUIS COUNTY )

Kenneth Brown after having been duly sworn upon his oath states that he is the Husband named above and the facts stated herein are true according to the best knowledge and belief of said husband.

[Signature]  
KENNETH BROWN, Husband

16 Subscribed and sworn to before me, a Notary Public, this day of July, 1993.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

TORIL ROBERSON  
NOTARY PUBLIC STATE OF MISSOURI  
COUNTY OF ST. LOUIS  
MY COMMISSION EXPIRES AUG. 16, 1994

STATE OF MISSOURI )  
                          ) SS  
ST. LOUIS COUNTY )

Arlene Brown after having first been duly sworn upon her oath states that she is the Wife named in the foregoing and that the facts stated therein are true and correct according to her best knowledge, information and belief and that she is of lawful age.

\_\_\_\_\_  
ARLENE BROWN, Wife

Subscribed and sworn to before me, a Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

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

MY COMMISSION EXPIRES:

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Kenneth Brown  
 PETITIONER

VS

Arlene Brown  
 RESPONDENT

9/22/93  
 DATE

C42-720  
 CASE NUMBER

6  
 TEAM/DIVISION

**SCHEDULE OF BASIC CHILD SUPPORT OBLIGATIONS**  
**AS PROVIDED IN SUPREME COURT RULE 88.01**  
 (Form No. 14, presumed child support amount calculation worksheet)

	Custodial Parent	Non-Custodial Parent	Combined
1. Monthly gross income:	\$ <u>1870</u>	\$ <u>3000</u>	\$ <u>4870</u>
2. Adjustments:			
a. Other court or administratively ordered child support payments being made	_____	_____	
b. Other spousal support payments being made	_____	_____	
3. Adjusted gross income (Line 1 minus the sum of line 2a and line 2b):			\$ <u>1397</u>
4. a. Child support obligation (From schedule, using combined gross income from line 3):			\$ _____
b. Custodial parent's reasonable work-related child care costs:			\$ _____
5. Combined child support costs (Line 4a plus line 4b):			\$ _____
6. Proportionate shares of combined income (Each parent's line 3 income divided by line 3 combined income):	<u>38%</u>	<u>61%</u>	
7. Each parent's child support obligation (Multiply line 6 and line 5):	\$ <u>513</u>	\$ <u>823 ÷ 4 = 205.90</u>	
8. PRESUMED CHILD SUPPORT AMOUNT	<u>4</u> \$ <u>120.34</u>	\$ _____ <u>617.70</u>	

**FILED**  
 DIV. SEP 22 1993  
 PATRICIA TOBIAS  
 CIRCUIT CLERK, ST. LOUIS COUNTY

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 Office

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Patricia Tobias  
Circuit Clerk St. Louis County  
County Court House  
Clayton, Mo. 63105

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I certify and attest that the above is a true copy of the original record of the Court in this case as it appears on file in my office.

Patricia Tobias, Circuit Clerk

Issued: 10-6-98

BY: Michelle Nolting  
Deputy Clerk  
Michelle Nolting

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