

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

MICHELLE T. SMITH,)
)
Plaintiff,)
)
vs.)
)
JAMES T. SMITH, SR.)
)
Defendant.)

DOC. 1078 NO. 735

TEMPORARY ORDER

FILED
JOURNAL CLERK
JUN 2 - 2008
JOHN M. FRIEND
CLERK DISTRICT COURT

THIS MATTER came on for hearing on the 15th day of May, 2008 on the Plaintiff's Motion for Temporary Relief.

The Plaintiff was represented by John S. Slowiaczek of LIEBEN, WHITTED, HOUGHTON, SLOWIACZEK & CAVANAGH, P.C., L.L.O. The Defendant was represented by Jeffrey A. Wagner of SCHIRBER & WAGNER, L.L.P.

The Court has jurisdiction of the parties and the subject matter of this action.

After reviewing Affidavits of the parties and hearing arguments of counsel, the Court finds as follows:

1. **Family Home.** The Wife shall be granted exclusive occupancy of the residence commonly known as 11105 William Plaza, Omaha, Nebraska, subject to the understanding she shall be responsible for the mortgage associated with the property during the pendency of these proceedings.

2. **Health and Medical Insurance.** Plaintiff shall continue to maintain the health insurance policy now in effect insuring the Defendant and his child during the pendency of these proceedings until further Order of the Court.

3. **Alimony.** The Defendant shall pay temporary alimony to the Plaintiff in the amount of Three Thousand and No/100 Dollars (\$3,000) per month. The alimony is retroactive to March 1, 2008. All said alimony payments shall be made payable by the Defendant to the Plaintiff through the Clerk of the District Court of Douglas County, Nebraska.

IT IS, THEREFORE, ORDERED that The Wife shall be granted exclusive occupancy of the residence commonly known as 11105 William Plaza, Omaha, Nebraska, subject to the understanding she shall be responsible for the mortgage associated with the property during the pendency of these proceedings.

IT IS FURTHER ORDERED that Plaintiff shall continue to maintain the health insurance policy now in effect insuring the Defendant and his child during the pendency of these proceedings until further Order of the Court.

IT IS FURTHER ORDERED that the Defendant shall pay temporary alimony to the Plaintiff in the amount of Three Thousand and No/100 Dollars (\$3,000) per month retroactive to March 1, 2008. All said alimony payments shall be made payable by the Defendant to the Plaintiff through the Clerk of the District Court of Douglas County, Nebraska.

DATED this 28 day of May, 2008.

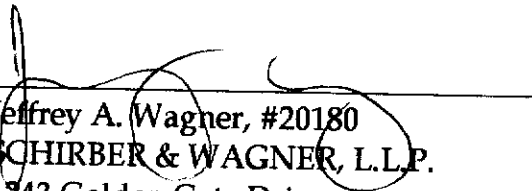
BY THE COURT:


District Court Judge

PREPARED AND SUBMITTED BY:

John S. Slowiaczek, #13880
LIEBEN, WHITTED, HOUGHTON,
SLOWIACZEK & CAVANAGH, P.C., L.L.O.
2027 Dodge Street, Suite 100
Omaha, Nebraska 68102
(402) 344-4000
Attorney for Plaintiff

APPROVED AS TO FORM:



Jeffrey A. Wagner, #20180
SCHIRBER & WAGNER, L.L.P.
1243 Golden Gate Drive
Papillion, Nebraska 68046
(402) 592-2800
Attorney for Defendant

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IN THE DISTRICT COURT OF DOUGLAS COUNTY, N



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MICHELLE SMITH n/k/a BYRNES,)
)
 Plaintiff,)
)
 vs.)
)
 JAMES T. SMITH, SR.,)
)
 Defendant.)

DOC. 1078 NO. 735
 Case No. CI 10-9071080

DECREE OF DISSOLUTION
 OF MARRIAGE

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 CLERK DISTRICT COURT

THIS MATTER came before the Court on the 26th day of April, 2011. Plaintiff was present with her attorney, Edith T. Peebles of BRODKEY, CUDDIGAN, PEEBLES AND BELMONT, LLP. Defendant was present with his attorney Jeffrey A. Wagner, SCHIRBER & WAGNER, LLP. The Court, being fully advised in the premises, finds that it has jurisdiction over the parties and the subject matter of this action, that the parties reached an accord, that based on the evidence presented before it, the pleadings and representations of the parties, finds as follows:

1. Plaintiff had been a resident of Nebraska for more than one (1) year prior to the filing of the Complaint for Dissolution of Marriage herein.
2. Defendant had been a resident of Nebraska for more than one (1) year prior to the filing of the Complaint for Dissolution of Marriage herein.
3. The Complaint for Dissolution of Marriage was filed January 9, 2008. Defendant filed an Answer and Counterclaim February 15, 2008.
4. More than sixty (60) days have passed since service of process was perfected.
5. Plaintiff and Defendant are not parties to any other pending action for divorce, separation, or dissolution of marriage.
6. Neither Plaintiff nor Defendant are members of the Armed Forces of the United States of America or its allies nor has either party been ordered for induction.
7. The parties were lawfully married the 24th day of February, 1996 in Omaha, Douglas County, Nebraska.
8. After first being duly advised and after receipt of evidence, testimony from witnesses, and consideration of the pleadings the following shall be the order of the Court:

THE COURT THEREFORE, BASED ON THE EVIDENCE, PLEADINGS, TESTIMONY BEFORE THE COURT, AND FINDINGS OF THIS COURT, ORDERS, ADJUDGES AND DECREES that the parties have no expectation of resuming marital relations and it is impossible for them to continue to live in a marital state and the Court determines that the

marriage between the Plaintiff and the Defendant is irretrievably broken and should be dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the marriage of Michelle T. Smith n/k/a Byrnes and James T. Smith, Sr., entered into on the 24th day of February, 1996 in Omaha, Douglas County, Nebraska, is hereby dissolved; that this decree shall become final and operative, except for the purpose of review by appeal, and except for remarriage and continuation of health insurance coverage, thirty (30) days after the decree is rendered or on the date of death of one of the parties to the dissolution, whichever shall first occur. If the decree becomes final and operative upon the date of death of one of the parties to the dissolution, the decree shall be treated as if it became final and operative the date it was entered.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that for the purpose of review by appeal, the decree shall be treated as a final order as soon as it is entered. If an appeal is instituted that does not challenge the finding that the marriage is irretrievably broken, then the decree shall become final and operative, as to that portion of the decree that dissolves the marriage, at the time specified in Neb. Rev. Stat. § 42-372.01 (Reissue 2004) as if no such appeal had been instituted. If an appeal is instituted within thirty days after the date the decree is entered that challenges the finding that the marriage is irretrievably broken, such decree does not become final until such proceedings are finally determined or the date of death of one of the parties to the dissolution, whichever occurs first.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that for purposes of remarriage other than remarriage between the parties, a decree dissolving a marriage becomes final and operative six months after the decree is entered or on the date of death of one of the parties to the dissolution, whichever occurs first. If the decree becomes final and operative upon the date of death of one of the parties to the dissolution, the decree shall be treated as if it became final and operative the date it was entered.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that for purposes of continuation of health insurance coverage, a decree dissolving a marriage becomes final and operative six months after the decree is entered.

THE COURT FURTHER FINDS, pursuant to Neb. Rev. Stat. § 42-366 (Reissue 2004) that the parties have entered into a settlement agreement containing provisions for distribution of real and personal property, retirement and deferred compensation plans, cash and savings accounts, debts, alimony, attorney fees, costs and all other matters relevant to the parties pursuant to the dissolution proceedings, which settlement agreement has been examined by the Court, and the Court finds the same to be fair, just, reasonable and not unconscionable, and hereby approves the same, which settlement agreement follows, to-wit:

1. **JURISDICTION**. The Court has jurisdiction over the parties and the subject matter of this action, now and in the future.

2. **EFFECTIVE DATE**. This decree shall become binding upon the parties, their respective legal representatives, successors, heirs and assigns immediately following the dissolution of their marriage in the pending proceedings.

3. **ALIMONY**. Commencing the first day of the first month following entry of the Decree of Dissolution of Marriage Defendant shall pay \$3,000.00 monthly as alimony/spousal support to Plaintiff through the Douglas County District Court Clerk, Hall of Justice, 1701 Farnam Street, Omaha, Nebraska 68183. Alimony shall terminate upon the death of either party or on August 31, 2011, whichever event shall first occur.

4. **REAL PROPERTY**. The parties own a residential property known as **11105 Williams Plaza** in Omaha, Douglas County, Nebraska legally described as TOMLINSON WOODS LOT 17 BLOCK 0 IRREG, as surveyed, platted, and recorded in Douglas County, Nebraska. The property described in this paragraph is listed for sale and under contract. The net sale proceeds after payment of the mortgage, taxes, real estate commissions, necessary repairs and other customary costs of sale shall be divided equally between the parties after Plaintiff is awarded the first \$50,000.00 from the proceeds of the sale. Plaintiff shall be responsible for possession of the property identified in this paragraph pending the sale of the property May 25, 2011.

Plaintiff shall be awarded all right, title and interest in the real property owned by the parties at 2021 Topaz, Carrollton, Denton County, Texas 75010 and legally described as:

DIAMOND RIDGE PH 2 BLK 6 LOT 3

free and clear of any interest of Defendant. Plaintiff shall assume and pay and hold Defendant free and harmless from any and all liability and/or encumbrances thereon now existing and that come due in the future, including, but not limited to repairs, taxes and mortgage payments and

Defendant shall sign a Quit Claim Deed facilitating the transfer of his interest to the favor of Plaintiff. Plaintiff shall remove Defendant from liability on any mortgage as to this property within sixty (60) months from the entry of the Decree of Dissolution of Marriage.

Defendant shall be awarded all right, title and interest in the real property owned by the parties known as Emporium Plaza at 1501, 1503 and 1507 South Galvin Road, Bellevue, Sarpy County, Nebraska 68005 and legally described as:

LOT 2A1A1 REPLAT OF LOT 2A1A 35-14-13 *and* TAX LOT 2A6 35-14-13 (.70 AC)
free and clear of any interest of Plaintiff. Defendant shall assume and pay and hold Plaintiff free and harmless from any and all liability and/or encumbrances thereon now existing and that come due in the future, including, but not limited to repairs, taxes, insurance and mortgage payments and Plaintiff shall sign a Quit Claim Deed facilitating the transfer of her interest to the favor of Defendant.

Defendant shall be awarded all right, title and interest in the real property owned by the parties known as Big Sky Property at 9835 US Highway 75 Omaha, Douglas County, Nebraska 68152 and legally described as:

LANDS SEC-TWN-RGE 20-16-13 SW TRIA 1.313 AC TX LT 1 S ½ SW ¼ SEC 17-16-13 & IRREG E 297.27 W 1243.58 FT E & N OF HWY RWY N ½ NW ¼
free and clear of any interest of Plaintiff. Defendant shall assume and pay and hold Plaintiff free and harmless from any and all liability and/or encumbrances thereon now existing and that come due in the future, including, but not limited to repairs, taxes, insurance and mortgage payments and Plaintiff shall sign a Quit Claim Deed facilitating the transfer of her interest to the favor of Defendant.

Defendant shall be awarded all right, title and interest in the real property owned by the parties at 8405 and 8419 North 30th Street, Omaha, Douglas County, Nebraska 68112 and legally described as:

MORMON SQUARE LOT 2 BLOCK 0 46.10 X 81.50 *and* MORMON SQUARE LOT 1 BLOCK 0 IRREG
free and clear of any interest of Plaintiff. Defendant shall assume and pay and hold Plaintiff free and harmless from any and all liability and/or encumbrances thereon now existing and that come due in the future, including, but not limited to repairs, taxes, insurance and mortgage payments and Plaintiff shall sign a Quit Claim Deed facilitating the transfer of her interest to the favor of Defendant.

Defendant shall be awarded all right, title and interest in the real property owned by the parties at 2364 County Road P43, Fort Calhoun, Washington County, Nebraska 68023 and legally described as:

LOT 60 SECTION 26 TOWNSHIP 17 RANGE 12

free and clear of any interest of Plaintiff. Defendant shall assume and pay and hold Plaintiff free and harmless from any and all liability and/or encumbrances thereon now existing and that come due in the future, including, but not limited to repairs, taxes, insurance and mortgage payments and Plaintiff shall sign a Quit Claim Deed facilitating the transfer of her interest to the favor of Defendant.

Defendant shall be awarded all right, title and interest in easement through the real property at 9835 Highway 75 (Hwy 75 & I-68) free and clear of any interest of Plaintiff. Defendant shall assume and pay and hold Plaintiff free and harmless from any and all liability and/or encumbrances thereon now existing and that comes due in the future.

5. **VEHICLES.** Plaintiff shall be awarded all right, title and interest in the 2000 Lexus RX 300, VIN JT6HF10U0Y0152616 and the 2001 Harley Davidson Sportster 883, VIN 1HD4CAM1X1K112343, free and clear of any interest of Defendant, subject to any lease payment(s), lien(s), balloon payment(s), loan(s), debt service of any nature, and/or encumbrances on said assets, which she shall assume and pay and from which she shall hold Defendant free and harmless.

Defendant shall be awarded all right, title and interest in the 2003 Chevrolet 2500 Pickup Truck, VIN _____, the 1999 Harley Davidson Road King, VIN 1HD1FRW13XY630001, the 1976 Harley Davidson Superglide, VIN 9040751H6 and Sabre Camper, VIN _____, free and clear of any interest of Plaintiff, subject to any lease payment(s), lien(s), balloon payment(s), loan(s), debt service of any nature, and/or encumbrances on said assets, which he shall assume and pay and from which he shall hold Plaintiff free and harmless. Defendant is also awarded as his sole and separate property the boat and skidloader.

6. **SAVINGS AND CHECKING ACCOUNT(S).** Each party is awarded any and all checking and savings accounts held in his or her name and the other party shall make no claim thereto.

7. **RETIREMENT ACCOUNT(S), DEFERRED INCOME ACCOUNT(S), KEOGH(S), 401(K) ACCOUNT(S), SECURITY(IES), THRIFT SAVINGS PLAN(S), PENSION(S),**

ANNUITY(IES), CERTIFICATE(S) OF DEPOSIT, STOCK(S), STOCK OPTION(S), DIRECT PURCHASE PLAN(S), IRA ACCOUNT(S), LIFE INSURANCE POLIC(IES).

- a. Plaintiff is awarded all right, title and interest in the Morgan Stanley Smith Barney Account Numbers XXXXA909 and XXXX7363 as her sole and separate property.
- b. Defendant is awarded all right, title and interest in the Millennium Trust Company Account as his sole and separate property.
- c. Defendant is awarded all right, title and interest in the Stock Cross Financial Services Account as his sole and separate property.
- d. Defendant is awarded all right, title and interest in the Perelman Carley Accounts as his sole and separate property.
- e. Plaintiff is awarded all right, title and interest in the Prudential Life Insurance Policies Account Numbers XXXX3587 and XXXX3615 as her sole and separate property.
- f. Plaintiff is awarded all right, title and interest in the First Colony Life Insurance Policy Account Number XXXX9371 as her sole and separate property.
- g. All other accounts not named herein shall be awarded the owner as the sole and separate property of that particular party including checking and savings accounts owned by Plaintiff and/or Defendant.

Any necessary transfer documents shall be facilitated forthwith by the necessary party.

8. **BUSINESS INTERESTS.** Plaintiff shall be awarded all right and title to all stock shares and ownership interest in M BYRNES AND ASSOCIATES, L.P. and LOAN PEAK INVESTMENTS, LLC, free and clear of any interest of Defendant. Plaintiff shall assume and pay and hold Defendant free and harmless from any and all liability thereon now existing and in the future and shall release Defendant from any and all liens, debts, mortgages and other extensions of credit associated with this particular business or any derivative business immediately and Plaintiff hereby indemnifies him therefrom.

Defendant shall be awarded all right and title to all stock shares and ownership interest in JIM SMITH VENTURES, LLC and BIG SKY INVESTMENTS, LLC free and clear of any interest of Plaintiff. Defendant shall assume and pay and hold Plaintiff free and harmless from any and all liability thereon now existing and in the future and shall release Plaintiff from any and all liens, debts, mortgages and other extensions of credit associated with these particular businesses or any derivative business(es) immediately and Defendant hereby indemnifies her therefrom.

Plaintiff shall cooperate in transfer of her one percent (1%) ownership interest of BIG SKY INVESTMENTS, LLC to Defendant.

The entity known as FANTASY HOMES, LLC owned jointly by the parties shall be dissolved forthwith with the cost of dissolution to be shared equally by the parties.

9. **HOUSEHOLD GOODS/PERSONAL PROPERTY**. The household goods, furniture, furnishings and personal effects shall remain in the possession of the party with current possession and are hereby awarded thereto free and clear of any interest of the other party.

10. **COIN COLLECTION**. Defendant is awarded as his sole and separate property the coin collection consisting of silver and gold pieces and coins appraised professionally during this litigation.

11. **OTHER PROPERTY**. All property of any kind hereafter acquired by the Defendant or by the Plaintiff and all income and earnings of either of them shall constitute and be the sole and separate property of the person by whom the said property is acquired or earned. All property of any kind heretofore acquired and owned by the Defendant or Plaintiff shall remain the property of such person except as specifically provided in this decree.

12. **DEBTS**. Each party shall be responsible for any and all debts incurred in their respective names and shall hold the other party harmless therefrom.

13. **ATTORNEY FEES AND COSTS**. Each party shall pay their own particular attorney fees and costs associated with the representation afforded that particular party in this litigation and no claim shall be made from one to the other.

14. **RESTORATION OF MAIDEN NAME**. Plaintiff shall be restored her first married name BYRNES and she shall hereafter be known as MICHELLE BYRNES.

15. **1099 FORGIVENESS**. If either party is issued a 1099 to be filed with the federal or state taxing authorities, said tax responsibility should be the sole and separate responsibility of the debtor and that particular party hereby indemnifies the other party (nondebtor) therefrom.

16. **APPROVAL OF THE DISTRICT COURT**. This Agreement shall be submitted for approval to the District Court of Douglas County, Nebraska, the County where the present proceedings for dissolution of marriage are pending, and if the same is approved by the Court and found to be not unconscionable, this agreement shall become final and absolutely binding on the parties. In the event the Court does not grant a dissolution of marriage herein, or the

property settlement agreement is not approved by the Court, then this entire document shall be null and void and neither of the parties shall be obligated by any provision hereof.

17. **NECESSARY DOCUMENTS**. Each of the parties shall execute and deliver to the other party any documents that may be reasonably required to accomplish the intent of this agreement. In the event either party shall fail to comply with the provisions of this paragraph within thirty (30) days hereof, this agreement shall constitute an actual grant, assignment and conveyance of the property and rights in such manner and with such force and effect as shall be necessary to effectuate the terms of this agreement.

18. **WAIVER OF BREACH**. No waiver of any breach by either party of the terms of this agreement shall be deemed a waiver of any subsequent breach. No modification of this agreement shall be binding upon either of the parties unless reduced to writing and subscribed to by both parties and unless ordered by the Court.

19. **MUTUAL RELEASES**. In consideration of the provisions of this agreement, Plaintiff and Defendant will release one another as follows:

a. Defendant shall and does accept the benefits of this agreement in full and complete satisfaction of allowances, financial claims, monetary demands, property claims and rights, and support money of every character, kind, or nature whatsoever which he has or may acquire as the husband or widower of Plaintiff, or in the event of her death as an heir at law or surviving spouse of Plaintiff or otherwise; and Defendant shall and does relinquish and waive all future, present, or other interests in the property of Plaintiff except under the provisions of this agreement. The parties acknowledge that federal benefits, including benefits provided by the social security administration are not waived.

b. Plaintiff shall and does accept the benefits of this agreement in full and complete satisfaction of allowances, financial claims, monetary demands, property claims and rights, and support money of every character, kind, or nature whatsoever which she has or may acquire as the wife or widow of Defendant, or in the event of his death as an heir at law or surviving spouse of Defendant or otherwise; and Plaintiff shall and does relinquish and waive all future, present, or other interests in the property of Defendant except under the provisions of this agreement.

c. This agreement shall be and is a complete, final, and full settlement of all matters in dispute between Defendant and Plaintiff; and, in the event of the death of either Defendant or Plaintiff after the Court decrees a dissolution, and before such decree becomes

final and operative, this agreement shall be and remain in full force and effect as effectively and fully as if both Defendant and Plaintiff had survived for such period and such decree had become final and operative and it shall not thereby be or become null and void.

20. **CAPTIONS.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this agreement or any provision hereof.

21. **INTERPRETATION.** No provision in this agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

22. **ADVICE OF COUNSEL.** Each of the parties expressly certifies that they have entered into this Agreement upon mature consideration and after ample opportunity to seek the advice of counsel and further certifies that the consent to the execution of this Agreement has not been obtained by duress, fraud or undue influence by any person; that no representations of fact have been made by either party as to the other except as expressly set forth herein; that both parties have had full access to the books and records of the other party and both parties have full knowledge as to the business affairs of each other and the nature, extent and value of the property of the other; and that the parties agree that this Agreement is fair, reasonable and not unconscionable. Each party acknowledges that they are aware that their respective attorneys prepared for trial and that, rather than try this matter to the Court, settlement was a more advantageous solution.

23. **CLIENT'S RESPONSIBILITY.** The responsibility to follow through with the acts, instruments and transfers set out herein are solely the duty of the parties to this agreement, unless specifically stated otherwise herein. No attorney for a party shall have a duty to enforce the promises herein, or to pursue enforcement of the terms of this agreement. The parties acknowledge that they alone are responsible for these actions.

24. **WAIVER OF FULL DISCLOSURE.** The parties acknowledge that they have been advised of their right to compel discovery and inspect the other's business and personal records. The parties acknowledge the right to have retained or consulted with accountants, appraisers or others to investigate, appraise or evaluate the real, personal and/or business properties. Each party has expressed the conviction that he or she knows the nature, extent and value of the other party's property and business interest. The parties acknowledge their understanding of discovery rights and they have knowingly not taken any steps, and waive the

right to take such steps, themselves or through others, in connection with the discovery, inspection, investigation, appraisal or evaluation of the other's business or property interest.


IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement set forth herein is found by the Court to be fair and reasonable and not unconscionable and shall be and hereby is approved; the property, whether real, personal, or mixed set over herein shall be and it hereby is set over unto the respective parties and each of the parties shall be and hereby are ordered and directed to carry out the terms of this Decree of Dissolution of Marriage and the incorporated Property Settlement Agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties are directed to abide by and adhere to the rulings of the Court, as set forth above.

IT IS SO ORDERED.

DATED this 12 day of July 2011.

BY THE COURT:



The Honorable W. Russell Bowie
District Court Judge

Approved:

Jeffrey A. Wagner, # 20180
SCHIRBER & WAGNER, LLP
1243 Golden Gate Drive
Papillion, Nebraska 68046
(402) 592-2800
Attorney for Defendant

Prepared and Submitted By:
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Omaha, Nebraska 68154-2666
(402) 397-2000
Attorney for Plaintiff

I HAVE READ THE ABOVE AND FOREGOING DECREE OF DISSOLUTION OF MARRIAGE AND THE INCORPORATED PROPERTY SETTLEMENT RESPECTFULLY REQUEST THIS COURT TO ENTER SAME.

Michelle Byrnes
MICHELLE SMITH n/k/a BYRNES, Plaintiff

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

On this 8 day of July 2011, before me, the undersigned, a Notary Public in and for said County and State, personally came Michelle Smith, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last above written.



Ammy M. Faller
Notary Public

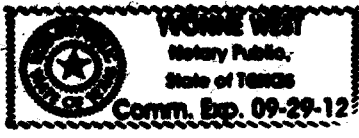
I HAVE READ THE ABOVE AND FOREGOING DECREE OF DISSOLUTION OF MARRIAGE AND THE INCORPORATED PROPERTY SETTLEMENT AND RESPECTFULLY REQUEST THIS COURT TO ENTER SAME.

James T. Smith, Sr.
JAMES T. SMITH, SR., Defendant

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

On this 7th day of July 2011, before me, the undersigned, a Notary Public in and for said County and State, personally came James T. Smith, Sr., known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last above written.



Yvonne West
Notary Public