

## IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI

IN THE MATTER OF THE  
DISSOLUTION OF THE MARRIAGE OF  
JOANNER EDWARDS and STERLING EDWARDSNO. 02-4-577B

## JUDGMENT OF DIVORCE

THIS DAY this civil action came on for hearing on the Joint Complaint for Divorce filed by the parties, **JOANNER EDWARDS and STERLING EDWARDS**, on the grounds of **IRRECONCILABLE DIFFERENCES**. The Joint Complaint for Divorce having been on file for sixty (60) days or more prior to the date of this Judgment and the Court having considered same and finding that it has jurisdiction of the parties and the subject matter, finds as follows:

1. The parties, **Joanner Edwards** whose address is 4703 Dupree, Olive Branch, MS 38654 and **Sterling Edwards**, whose address is 5265 Santa Monica Street, Apartment 1, Memphis, TN 38116 are now and have been for more than six (6) months next preceding the commencement of this action actual bona fide, adult resident citizens of the State of Mississippi.
2. The parties are both members of the African-American race and were married to each other on February 14, 1985, in Marshall County, Mississippi. The parties lived together until they separated on or about November 30, 1999, in DeSoto County, Mississippi, and they have not since that date cohabited as husband and wife.
3. Three children have been born of this marriage, to-wit: Sterling Edwards, Jr., age 13, Sylvest C. Edwards, age 7 and Keionna J. Edwards, age 5. The children are now residing with their mother, who is a fit and proper person to retain custody of said minor children. The parties would further show that the WIFE is not now pregnant.  
children. The parties would further show that the WIFE is not now pregnant.

*Minutes Book 329*  
*Page 138*

**FILED**

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WE DAVIS, CLERK  
*J. K. B.*

4. Certain **IRRECONCILABLE DIFFERENCES** have arisen between the parties with no prospect of reconciliation, and they desire a divorce and dissolution of their marriage on the grounds of **IRRECONCILABLE DIFFERENCES** as provided in Miss. Code Ann. § 93-5-2 (Supp. 1999).

5. The parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties and for the custody and maintenance of the minor children of the marriage; and said agreement is attached to this Judgment, marked Exhibit "A", and made a part thereof as if copied in full herein.

***IT IS THEREFORE, ORDERED AND ADJUDGED*** that the bonds of matrimony heretofore existing between the parties, **JOANNER EDWARDS** and **STERLING EDWARDS**, be, and the same hereby are, dissolved and held for naught and the parties are finally divorced each from the other on the ground of Irreconcilable Differences.

***IT IS THEREFORE, ORDERED AND ADJUDGED,*** that the respective responsibilities for the payment of debts, as specified herein, shall be regarded as being in the nature of spousal support or in the nature of child support, as specified under 11 U.S.C. 523a(5) of the Bankruptcy Code and shall be non-dischargeable debts in any bankruptcy proceeding.

***IT IS, THEREFORE ORDERED AND ADJUDGED,*** that jurisdiction for child custody is based on a finding that Mississippi is the children's "home state" within the meaning of the UCCJA Section 2(5) and Parental Kidnapping Prevention Act, 28 USC 1738A (b)(4).

**IT IS, FURTHER, ORDERED AND ADJUDGED** that the Property Settlement Agreement and Child Custody Agreement entered into by and between the parties, attached hereto as Exhibit "A", be, and the same hereby is, ratified and approved and made a part of this Judgment as if copied in full herein, and the parties are hereby ordered to comply with the terms and condition of said Agreement as and when the same are required.

**ORDERED ADJUDGED, AND DECREED**, this the 2<sup>nd</sup> day of Dec, 2002.

  
\_\_\_\_\_  
CHANCELLOR

**OF COUNSEL:**

  
\_\_\_\_\_  
**D. REID WAMBLE**  
**ATTORNEY AT LAW**  
**POST OFFICE BOX 416**  
**HOLLY SPRINGS, MISSISSIPPI 38635-0416**  
**TEL. AC-662-252 - 5556**  
**FAX. AC-662 - 252 - 1113**  
**MSB# 9516**

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

CHILD CUSTODY, CHILD SUPPORT AND  
PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into as of the 4 day of April,  
2002, by and between JOANNER EDWARDS (WIFE) and STERLING  
EDWARDS(HUSBAND).

RECITALS

1. The parties, Joanner Edwards whose address is 4703 Dupree, Olive Branch, MS 38654 and Sterling Edwards, whose address is 5265 Santa Monica Street, Apartment 1, Memphis, TN 38116 are now and have been for more than six (6) months next preceding the commencement of this action actual bona fide, adult resident citizens of the State of Mississippi.
2. The parties are both members of the African-American race and were married to each other on February 14<sup>th</sup>, 1985, in Marshall County, Mississippi. The parties lived together until they separated on or about November 30, 1999, in DeSoto County, Mississippi, and they have not since that date cohabited as husband and wife.
3. Three children have been born of this marriage, to-wit: Sterling Edwards, Jr., age 13, Sylvest C. Edwards, age 7 and Keionna J. Edwards, age 5. The children are now residing with their mother, who is a fit and proper person to retain custody of said minor children. The parties would further show that the WIFE is not now pregnant.  
children. The parties would further show that the WIFE is not now pregnant.
4. ~~Certain IRRECONCILABLE DIFFERENCES~~ have arisen between the parties with no prospect of reconciliation, and they desire a divorce and dissolution of their marriage on the grounds of IRRECONCILABLE DIFFERENCES as provided in Miss. Code Ann. § 93-5-2 (Supp. 1999).

**COVENANTS**

NOW, therefore, for and in consideration of the mutual covenants herein contained, HUSBAND and WIFE hereto covenant, agree and stipulate as follows:

**I. CHILD CUSTODY**

Subject to the visitation rights in favor of HUSBAND as more particularly specified hereafter, WIFE, who is a fit and proper person to retain custody, shall have sole paramount permanent custody of the minor children of the parties, Sterling Edwards, Jr. , age 13, Sylvest C. Edwards, age 7 and Keionna J. Edwards, age 5.

**II. CHILD VISITATION**

HUSBAND shall have the following visitation rights with the minor children:

**A. Weekend Visitation**

Beginning with the weekend commencing Friday, June 28<sup>th</sup>, 2002, HUSBAND shall have visitation rights with the minor children every other weekend. For purposes of this sub-paragraph, a weekend shall commence at 6:00 P.M. on Friday, and shall end at 6:00 P.M. the following Sunday.

**B. Holidays**

HUSBAND shall have periods of visitation with the minor children on holidays on alternating years as follows:

<b>HOLIDAY</b>	<b>ODD YEAR</b>	<b>EVEN YEAR</b>
New Year's Day	HUSBAND	WIFE
Easter	WIFE	HUSBAND
Memorial Day	HUSBAND	WIFE
July 4th	WIFE	HUSBAND
Labor Day	HUSBAND	WIFE
Thanksgiving	WIFE	HUSBAND
Christmas	HUSBAND	WIFE

HUSBAND'S periods of visitation with the minor children on holidays shall

commence at 8:00 A.M. and end at 6:00 P.M., with the exception of the Christmas Holidays. On the even years when the WIFE shall have visitation with the minor children on the Christmas Holidays, the WIFE'S periods of visitation shall commence at 3:00 P.M. on December 24th and end at 3:00 P.M. on December 25th. WIFE shall again have visitation commencing on December 28th at 6:00 P.M. and continuing through December 31st at 6:00 P.M. The same dates and times shall be applicable to the HUSBAND when he has custody of the children during the Christmas Holidays on odd years.

**C. Special Days**

**1) Father's Day**

HUSBAND shall have visitation with the minor children on each and every Father's Day, regardless of whose weekend it may fall on, commencing at 8:00 A.M. and ending at 6:00 P.M.

**2) Mother's Day**

WIFE shall have visitation with the minor children on each and every Mother's Day, regardless of whose weekend it may fall on, commencing at 8:00 A.M. and ending at 6:00 P.M.

**3) Parent's Birthday**

EACH parent shall have visitation with the minor children on their respective birthdays from 8:00 A.M. until 6:00 P.M., if such birthday is not on their respective weekend of physical custody.

**4) Child's Birthday**

EACH parent shall have at least three (3) hours of visitation with the minor child on the child's birthday, regardless of the weekend periods of visitation set out hereinabove.

**D. Summer**

HUSBAND shall have visitation with the minor children for three (3) two (2) week intervals during the summer, at any time from the beginning of June through the end of

August. HUSBAND'S three (3) periods of summer visitation with the minor children shall be in two (2) week intervals in order for the WIFE to have visitation with the minor children for at least one (1) week between the times of the HUSBAND'S summertime visitation periods. HUSBAND shall notify WIFE at least one (1) week in advance of each of his two (2) week summer visitation periods.

**E. Other Visitation**

HUSBAND shall have such other reasonable visitation with said minor children as can be mutually agreed upon by the parties.

The HUSBAND and the WIFE 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 consult with each other with regard to the children's education, extra curricular activities, operations, and other matters of similar importance affecting said children, whose well-being, education and development shall at all times be a paramount consideration of both parents. The HUSBAND and WIFE shall keep each other informed of extra curricular activities, whether they are school, church, or otherwise, related to their children so that both parents shall have an opportunity to attend and to participate unless otherwise specified herein, the custodial party shall have final authority on all decisions affecting the care of said children.

**F. Transportation**

HUSBAND shall be responsible for picking up and returning the children. Neither party shall be deemed in violation or contempt of this provision solely for arriving late unless he/she shall be more than thirty (30) minutes late in arriving at said meeting point for exchange of said minor children for visitation purposes; and neither party shall be required to wait more than thirty (30) minutes past the appointed time for the exchange of the children at the appointed meeting place, for either the delivery or the return of the said children. If because of a party being late, an exchange does not take place, it shall be

the responsibility of the late party to provide the necessary transportation to complete the exchange. During the aforementioned exchanges in custody, neither party shall conduct themselves in a manner that is detrimental to the welfare of the children.

### III. CHILD SUPPORT

#### A. Monthly Support

HUSBAND shall pay to the WIFE the sum of \$300.00 per month as child support for the minor children of the parties, beginning on the 1<sup>st</sup> day of July, 2002, and a like sum on the same day of each month thereafter until said minor children reach the age of majority, marry or otherwise become self-supporting

#### B. Medical Payments

WIFE shall provide medical insurance for the minor children of the parties. Both HUSBAND and WIFE will share equally one-half (1/2) of all medical expenses not covered by insurance, including all dental, out patient, drug, optical, orthodontic, glasses, and psychiatric expenses incurred by the children.

#### C. Term of Obligation

It is stipulated and agreed that HUSBAND'S obligations for support as provided in this paragraph III shall continue until all the minor children reach the age of majority, or otherwise become emancipated or self-supporting. Husband will pay child support directly to the wife and not through the Department of Human Services.

### IV. PROPERTY SETTLEMENT

At the time of this property settlement agreement the parties have already divided up all of their property, and no further distribution of property needs to be made, except as follows: The Parties agree that the WIFE shall have the exclusive use possession, title and ownership to the house and property upon which the house is located at 4705 Dupree, Olive Branch, MS 38654. WIFE shall pay all house notes, house insurance, and taxes. Wife shall hold the wife harmless from any and all liability thereon.

**V. ADDITIONAL DOCUMENTS**

Each party is solely entitled to his or her own respective retirement funds, pension plans, 401K retirement funds or any other retirement as provided through their employment or employers, and each party will sign any documents, including the qualified domestic relations order, necessary to transfer his or her interest to the other party.

HUSBAND and WIFE covenant to promptly execute any instruments or documents and to perform any act, or acts, as may be necessary to carry out the terms and provisions of this Agreement.

**VI. CONSTRUCTION OF THE AGREEMENT**

1. It shall be lawful for the HUSBAND and WIFE, at all times hereafter, to live separate and apart from each other and to reside from time to time at such place or places as they shall respectfully deem fit, free from any control, restraint or interference, direct or indirect, by each other. Neither HUSBAND or WIFE shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by legal or other proceedings. The foregoing provision shall not be taken as an admission on the part of either HUSBAND or WIFE of the lawfulness or unlawfulness of the causes leading to their living apart.

2. The parties shall keep each other informed of their full address, including state, city, street, house number and telephone number, unless excused in writing by the Court. Also, within five (5) days of EITHER party changing their address, that party shall, as long as any of the children remain a minor, notify in writing the Clerk of the Court which has entered the Order providing for custody and visitation, of his or her full 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 this cause.

3. The parties agree that for insurance purposes only, that the minor child or children shall be regarded as a resident of the household of both the mother and the father, and

that this provision has nothing to do with the agreement between the parties as to who they previously set out in this contract deciding who is the custodial parent of the minor child or children, and this provision does not affect vested custody in anyway, except for insurance purposes, and is not intended as any type provision relating to any type of joint custody arrangement or agreement.

4. This Agreement shall not be construed to affect or bar the right of either HUSBAND or WIFE to a divorce on legal or truthful grounds, if the same now exist or may hereafter arise.
5. HUSBAND and WIFE hereto represent that they know the financial condition of the other party, and further that this agreement is based upon their own personal knowledge of the other party's financial condition. HUSBAND and WIFE further represent that they have relied upon any financial statements of the other party which may be on file in this cause.
6. HUSBAND and WIFE hereto represent that they have neither sought nor received any tax advice from their respective counsel and acknowledge that they have the right to seek tax advice from a competent tax source.
7. HUSBAND and WIFE hereto represent that they have neither sought nor received any appraisal from their respective counsel and acknowledge that they have the right to seek advice from competent sources with regard to the values of the respective properties dealt with herein.
8. This Agreement shall bind the parties hereto, their respective heirs, executors, administrators and assigns.
9. That the respective responsibilities for the payment of debts, as specified herein, shall be regarded as being in the nature of spousal support or in the nature of child support, as specified under 11 U.S.C. Section 523 (a)(5) of the Bankruptcy Code and shall be non-dischargeable debts in any bankruptcy proceeding.
10. That jurisdiction for child custody is based on a finding that Mississippi is the

children's "home state" within the meaning of the UCCJA Section 2(5) and Parental Kidnapping Prevention Act, 28 USC 1738A (b)(4).

11. HUSBAND and WIFE agree that D. Reid Wamble has completed his duties herein, and he is fully and finally discharged from these proceedings.

Respectfully submitted,

*Joanner Edwards*  
JOANNER EDWARDS

*Sterling Edwards*  
STERLING EDWARDS

PREPARED BY:

*D. Reid Wamble*  
D. REID WAMBLE  
ATTORNEY AT LAW  
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STATE MS. - DESOTO CO. *DC*  
*BC*

Nov 4 2 31 PM '03

BK 457 PG 374  
W. E. DAVIS CH. CLK.

Filing Instructions: Lot 47, Chateau Ridge Subdivision, situated in Section 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 14, at pages 47-50, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

STATE OF MISSISSIPPI, COUNTY OF DESOTO  
I HEREBY CERTIFY that the above and foregoing is  
a true copy of the original filed in this office.  
This the 28th day of Oct, 2003  
W. E. Davis, Clerk of the chancery court  
By *[Signature]* D.C.