

3496

C E R T I F I C A T E

I, Hida Tanaka, hereby certify that under a commission issued to me in this cause by the Circuit Court of Baldwin County, Alabama, I acted as commissioner in this cause, and I hereby certify as commissioner, that I caused J. Michael Krupnick, witness in behalf of the complainant in this cause, to come before me at my office at 11 Park Place, New York 7, New York, at 2:30 P.M., on the 4th day of April, 1955; and after having been made known to me and sworn to speak the truth, the whole truth and nothing but the truth, and in answer to direct interrogatories propounded to him, he testified as is hereinafter set forth, and his testimony was by me reduced to writing in as nearly as might be the identical language of said witness, and having been read over by him, and to him by me, he, in my presence, subscribed his name to said testimony as correct as testified to by him.

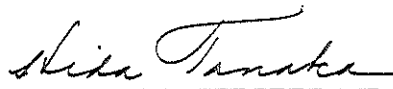
The respondent, not having appeared, had no representation at said hearing. I further certify that I am not of counsel or of kin to any of the parties in this cause, and I am not in anywise interested in the outcome or the result hereof.

  
\_\_\_\_\_  
Commissioner

MARGARETH REEVES WILLIS : IN THE CIRCUIT COURT OF  
Complainant, : BALDWIN COUNTY, ALABAMA  
Vs. : IN EQUITY  
RUSSELL WILLIS, JR., :  
Respondent. : NO. \_\_\_\_\_

Depositions of J. Michael Krupnick, witness examined in behalf of the complainant in my office at 11 Park Place, New York 7, New York, 2:30 P.M. on April 4, 1955, said witness having been examined by direct examination.

The respondent, not having appeared, had no representation at said hearing, same being by oral examination of the above named witness.

  
\_\_\_\_\_  
HIDA TANAKA, Commissioner

MARGARETH REEVES WILLIS

Complainant

No. .... Vs.

RUSSELL WILLIS, JR.

Defendant

CIRCUIT COURT OF MOBILE BALDWIN  
COUNTY, ALABAMA  
IN EQUITY

DEMAND FOR ORAL EXAMINATION

The State of Alabama, }  
Mobile County }

The Complainant requests the oral examination of the following named witnesses  
on her behalf, viz.: M. MICHAEL KRUPNICK WHO resides in New York, N. Y.

said witnesses reside in the county of \_\_\_\_\_, State of Alabama HIDA TANAKA

who reside at 11 Park Place, New York, 7 New York,

is suggested as a suitable person to be appointed Commissioner to take deposition of said witness  
on such oral examination.

Filed 4-1-55

W. ELSWORTH HAUGHTON, Register.

*Pauline A. Downing*  
Solicitor for  
*Complainant*

No. ....

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BALDWIN  
CIRCUIT COURT OF MOBILE COUNTY  
Mobile, Alabama

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MARGARETH REEVES WILLIS

Vs.

RUSSELL WILLIS, JR.

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DEMAND FOR ORAL EXAMINATION

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MARGARETH REEVES WILLIS,  
Complainant,

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

No. \_\_\_\_\_ VS.

IN EQUITY

RUSSELL WILLIS, JR.,  
Respondent.

NO. \_\_\_\_\_

ORDER OF SUBMISSION

This cause coming on to be heard, is submitted for decree on the pleadings and on the proof as noted.

Dated, April 5, 1955

NOTE OF EVIDENCE

At the hearing of this cause the following note of evidence was taken to wit:

For Complainant

1. Original Bill of Complaint
2. Answer and Waiver
3. Agreement of the Parties
4. Commission issued to Hida Tanaka
5. Testimony of Margareth Reeves Willis, witness in her own behalf
6. Testimony of J. Michael Krupnick, witness in behalf of the Complainant

FILED.

4-8-55

*W. J. ...*

Register

*Maurice A. Downing*  
Solicitor for Complainant.

For Respondent

\_\_\_\_\_  
Solicitor—for Respondent.

*Print 4-8-55*  
*Miss G. Moore*

Ent. Min. No. \_\_\_\_\_ Page \_\_\_\_\_

\_\_\_\_\_ 19

Term, 19 \_\_\_\_\_

ORDER OF SUBMISSION  
NOTE OF EVIDENCE

VS.

No. \_\_\_\_\_

THE STATE OF ALABAMA  
Baldwin County

Circuit Court

TO: ~~J. Michael Krupnik~~  Hida Tanaka  
11 Park Place,  
New York, N. Y

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, as such time and place as you may appoint, to call before you and examine J. Michael Krupnik

a witnesses in behalf of Complainant in a cause pending in our Circuit Court in Baldwin County, of said State, wherein

MARGARET REEVES WILLIS

, Complainant

and RUSSELL WILLIS, Jr

Respondent

on oath, to be by you administered, upon him to take and certify the deposition of the witness and return the same to our Court, with all convenient speed, under your hand.

Witness 1st day of April, 1955

*Dennis J. Rusk*  
Register.

Commissioner's Fee, \$ \_\_\_\_\_

Witness' Fees, \$ \_\_\_\_\_

MARGARETH REEVES WILLIS, : IN THE CIRCUIT COURT OF  
 Complainant, : BALDWIN COUNTY, ALABAMA  
 Vs. : IN EQUITY  
 RUSSELL WILLIS, JR., :  
 Respondent. : NO. \_\_\_\_\_

TO THE HONORABLE HUBERT HALL, JUDGE OF SAID COURT SITTING IN EQUITY:

Comes your complainant, Margareth Reeves Willis, in the above styled cause and shows unto Your Honors as follows:

ONE

That your complainant and the respondent are each over the age of twenty-one years; that your complainant is a resident of Baldwin County, Alabama, and the respondent is a resident of the State of New York.

TWO

That your complainant and the respondent were lawfully married to each other on November 8th, 1942, at Pelham, New York, and lived and cohabited together as husband and wife from that time until November 1st, 1954, at which time they separated and have not lived or cohabited together as husband and wife since that time.

THREE

Your complainant shows unto Your Honors that on November 1st, 1954, the respondent did commit actual violence upon her person attended with danger to her life or health by beating her about the face and body and by choking her, or from his actions there is reasonable apprehension of such violence in that on said date and prior to said date the respondent did threaten to kill the complainant on several occasions, and for reason thereof the complainant has not lived or cohabited with the respondent since that time.

FOUR

That there were born to your complainant and your respondent



during said wedlock three children, Russell Reeves Willis, age nine years; Ann Vera Willis, age seven years and Harry Waldron Willis, age four years; that said minor children are now in the care, custody and control of your complainant, and it will be to the best interest of said minor children to remain in her care, custody and control.

FIVE

Your complainant further avers that the respondent is an able-bodied man working and earning money, and is well able to contribute to the support of your complainant and the support, maintenance and education of said three minor children.

SIX

Your complainant further avers that since their marriage the complainant and respondent have purchased with a joint fund a piece of real property known as 57 Chestnut Avenue, N. Pelham, New York; that she has worked and paid a substantial part of the purchase price of said property or the equity that the complainant and respondent have in said property, and that in equity and good conscience the interest of the respondent should be divested from the respondent and vested in your complainant.

PRAYER FOR PROCESS

To the end, therefore, that equity may be done in the premises, your complainant prays that Russell Willis, Jr., be made a party respondent to this Bill of Complaint, and that notice be served on the respondent in the manner required by law, and that the respondent be required to answer, plead or demur within the time required by law.

PRAYER FOR RELIEF

Complainant further prays that the bonds of matrimony now existing between your complainant and the respondent be dissolved and that the complainant be granted the right to remarry within the

time required by law. Your complainant further prays that she be granted the care, custody and control of the three minor children, Russell Reeves Willis, Ann Vera Willis and Harry Waldron Willis; that the respondent be required to pay to your complainant a reasonable amount for the care, custody, education and maintenance of the said three minor children, and to pay to your complainant a reasonable amount as alimony both pendente lite and permanent; that the interest the respondent now has in the real property of the complainant and respondent be divested out of the respondent and vested in the complainant. That your respondent be required to pay the costs incurred in these proceedings and your complainant prays for such other further and different relief as in equity and good conscience she may be entitled to receive, the premises considered.

FILED

4-1-55

ALICE J. DUCK, Register

Margaret Reeves Willis  
Complainant

Maurice R. Downing  
Solicitor for Complainant

MARGARETH REEVES WILLIS, : IN THE CIRCUIT COURT OF  
Complainant, : BALDWIN COUNTY, ALABAMA  
Vs. : IN EQUITY  
RUSSELL WILLIS, JR., :  
Respondent. : NO. \_\_\_\_\_

TESTIMONY OF MARGARETH REEVES WILLIS, WITNESS IN HER OWN BEHALF:

Margareth Reeves Willis, complainant, being a witness examined in her own behalf, after having been sworn to tell the truth, the whole truth and nothing but the truth, testified as follows:

My name is Margareth Reeves Willis, and I am at present residing in Daphne, Baldwin County, Alabama. I am the lawful wife of Russell Willis, Jr., the respondent, having been married to him on November 8, 1942, at Pelham, New York.

My husband and I are both over the ages of twenty-one years, and I am a bona fide resident citizen of Baldwin County, Alabama. My husband is a resident of the state of New York. My husband and I lived together as husband and wife from the date of our marriage until November 1, 1954, at which time we separated and have not lived or cohabited together as husband and wife since that time.

On November 1, 1954, the respondent, my husband, committed actual violence on my person, attended with danger to my life or health, by choking and beating me, and driving me from our home. At that time our friends, J. Michael Krupnick and his wife, were visiting in our home when my husband went into one of his frequent rages and began to strike me about the face, arm and head, and then to choke me, at which time Mr. Michael Krupnick asked him to leave me alone and not to choke me. I asked Mr. and Mrs. Krupnick if the children and I could go to their home with them and they consented. The children and I left the house and went to live with our friends.

During our wedlock there were born to us three children: Russell Reeves Willis, age nine years; Ann Vera Willis, age seven years, and Harry Waldron Willis, age four years. All of these children are now in my care, custody and control, and it would be to the best interest of the children to remain in my care, custody and control. I will give them a good home and will take care of them to the best of my ability.

This is not the first time my husband has done this to me. On November 8, 1953, while on our anniversary party, he beat me and I had to separate from him, and we did not go back together until July 1, 1954. It seems that practically all of our married life he has been beating me and hitting me, and later coming back and begging me to take him back, promising he would never do it again. I am afraid to live with him because I am afraid he will do me grave injury, both physically and mentally. I want a divorce from him with the right to remarry, in the event I should ever care to do so.

*Margaret Reeves Willis*  
Margareth Reeves Willis

CROSS-EXAMINATION BY WILLIAM M. CLARKE, SOLICITOR OF  
RECORD FOR THE RESPONDENT

Mr. Clarke: Mrs. Willis, where do you now reside?

A: I reside in Daphne, Alabama.

Mr. Clarke: Are you living alone in Daphne?

A: No, I am living in the home of Mr. and Mrs. Harry McDonnell.

Mr. Clarke: Mrs. Willis do you understand the significance of an oath?

A: I do.

Mr. Clarke: Do you understand that this testimony you are giving is taken under oath?

A: Yes.

Mr. Clarke: Are all the things that you say in this testimony true?

A: Yes.

Mr. Clarke: That is all.

*Margaret Reeves Willis*

C E R T I F I C A T E

I, Erin L. Gibson, hereby certify that under an agreement by and between the complainant and the respondent, I acted as Commissioner in this cause, and I hereby certify that under said agreement the issuance of a commission by the Court was expressly waived by the complainant and the respondent.

I, as said Commissioner under said agreement, after having given Maurice A. Downing, solicitor for the complainant and William M. Clarke, solicitor of record for the respondent, proper notices of the time and place of the taking of the deposition, called Margareth Reeves Willis, a witness in her own behalf, to come before me at the office of Maurice A. Downing, 507 First National Bank Building, in the City and County of Mobile, Alabama, at 11:00 A. M. on the 2nd day of April, 1955, and after having been made known to me, and sworn to speak the truth and nothing but the truth, she testified as hereinafter set forth, and that testimony was by me reduced in writing to as nearly as might be the identical language of said witness, and having been read over by her, and to her by me, she, in my presence, subscribed her name to said testimony as correct as testified to by her.

I further certify that I am not of counsel or of kin to any of the parties in this cause, and I am not in anywise interested in the outcome or the result thereof.

Erin L. Gibson  
Commissioner

MARGARETH REEVES WILLIS, : IN THE CIRCUIT COURT OF  
Complainant, : BALDWIN COUNTY, ALABAMA  
Vs. : IN EQUITY  
RUSSELL WILLIS, JR., :  
Respondent. : NO. \_\_\_\_\_

TESTIMONY OF J. MICHAEL KRUPNICK, WITNESS IN BEHALF OF THE  
COMPLAINANT:

After having been sworn to speak the truth, the whole truth and nothing but the truth, J. Michael Krupnick testified as follows:

My name is J. Michael Krupnick, and I reside at \_\_\_\_\_ Street, New York City, New York. I and my wife have known Margareth Reeves Willis and Russell Willis, Jr., for many years, and have been frequent visitors in their home. I know that they were married to each other on November 8, 1942, at Pelham, New York, and I know that they have lived together as husband and wife from that time until the first of November, 1954. I know that on the first of November, 1954, we were visiting in the home of Mr. and Mrs. Willis when an argument started and Mr. Willis began to strike Mrs. Willis about her head and arm. After striking her a number of blows in rage, he grabbed her by the throat and was choking her. I then asked him to please stop because he might injure her permanently. He did stop and she asked me and my wife if she could come with us to our home, and we told her she might do so if she wished. She got the children together and all of us went to my home.

I know that they havenot lived together since that time. Mr. and Mrs. Willis have three children, Russell, Ann and Harry Willis. I know Mrs. Willis is a good mother and is a fit and proper person to have the care, custody and control of the children. I think it would be to the best interests of the children to remain in her care, custody and control. I know further that Mrs. Willis has had to leave her husband a number of times because of the cruel treatment she has received from him, and although I have not actually seen him strike her on other occasions, I have seen the marks left by the treatment he has given her.

*J. Michael Krupnick*  
J. Michael Krupnick

MARGARETH REEVES WILLIS, : IN THE CIRCUIT COURT OF  
Complainant, : BALDWIN COUNTY, ALABAMA  
Vs. : IN EQUITY  
RUSSELL WILLIS, JR., :  
Respondent. : NO. \_\_\_\_\_

Deposition of Margareth Reeves Willis, complainant,  
witness examined in her own behalf in the office of Maurice  
A. Downing, Attorney at Law, 507 First National Bank Building,  
Mobile, Alabama, at 11:00 A. M. on April 2, 1955, said witness  
having been examined by direct and cross-examination .

The respondent, being represented by William C. Clarke,  
his solicitor of record,

Erin L. Gibson  
Commissioner

MARGARETH REEVES WILLIS, : IN THE CIRCUIT COURT OF  
 Complainant, : BALDWIN COUNTY, ALABAMA  
 Vs. : IN EQUITY  
 RUSSELL WILLIS, JR., :  
 Respondent. : NO. \_\_\_\_\_

99 FEB 21 1955

Comes the respondent in the above styled cause and accepts service of the bill of complaint heretofore filed in said cause; waives notice of the filing of interrogatories in said cause and the right to cross same; waives notice of the taking of testimony in said cause and consents that the same may be taken and the cause submitted for final decree.

And for answer to the bill of complaint heretofore filed in this cause, respondent denies the allegations thereof, except that respondent admits the allegations thereof pertaining to the marriage, the age of the parties and residence.

It is agreed by and between the parties hereto that testimony in the above styled cause may be taken by ERIN L. GIBSON either with or without the issuance of a commission.

The agreement between the parties is attached hereto and made a part hereof.

*Russell Willis Jr.*  
 \_\_\_\_\_  
 RUSSELL WILLIS, JR. - RESPONDENT

*William M. Clarke*  
 \_\_\_\_\_  
 WILLIAM M. CLARKE  
 417 First National Bank Bldg.  
 Mobile, Alabama  
 Solicitor for Respondent.

**FILED**

4-1-55

ALICE J. DUCK, Register

*The Complainant also agrees that Erin L. Gibson may take testimony in this case without a Commission.*  
*Maurice A. Downing*  
*Solicitor for Complainant*



REC'D 017 MAR 87

STATE OF NEW YORK )  
                          ) SS.:  
COUNTY OF NEW YORK )

Before me, *Jacob B. Klein*, a Notary Public in and for State and County aforesaid, personally appeared RUSSELL WILLIS, JR., the respondent in the above styled suit, who is personally known to me, and who, being by me first duly sworn, doth depose and say that he signed the above acknowledgement of waiver of service of process voluntarily and with full understanding of its effect.

*Russell Willis Jr*  
RUSSELL WILLIS, JR.

Subscribed and sworn to before me this *29<sup>th</sup>* day of *March* 1955

*Jacob B. Klein*

JACOB F. KLEIN  
Notary Public, State of New York  
No. 41-2141700  
Qualified in Queens County  
Terms Expires March 30, 1955

FILED

4-1-55

ALICE J. QUINN, Register

THIS AGREEMENT made this 23 day of March, 1955 by and between RUSSELL WILLIS, JR., hereinafter referred to as the "HUSBAND" and MARGARETE R. WILLIS, wife of said RUSSELL WILLIS, JR., hereinafter referred to as the "WIFE".

W I T N E S S E T H :

WHEREAS, divers disputes and unhappy differences have arisen between the said HUSBAND and the WIFE in consequence of which reason they have separated and are now living separate and apart from each other and they do hereby consent and agree to continue to live separate and apart from each other during their natural lives.

NOW, THEREFORE, the parties hereto, in consideration of the premises, and of the sum of \$1.00 by each to the other in hand paid, and in pursuance of the agreement of the parties hereby made to live separate and apart, do hereby covenant, promise and agree to and with each other as follows:

FIRST: That it shall and may be lawful for both of said HUSBAND and WIFE at all times hereafter to live separate and apart each from the other, and each party shall and will allow and permit the other to reside and be in such place and places, and in such family and families, and with such relatives, friends and other persons, as he or she may from time to time elect; that neither the said HUSBAND nor the said WIFE will at any time sue the other for living separate and apart from him or her, or compel the other to live with him or her, nor sue, molest, disturb or trouble any other person whomsoever for receiving, entertaining or harboring him or her; nor will either party at any time claim or demand any of the money, jewelry, clothes, household goods and furniture, or other personal property in the custody or possession of the other.

SECOND: A. The said HUSBAND, simultaneousy with the execution of this Agreement, shall pay to the WIFE the sum of Seven Hundred Fifty and 00/100 (\$750.00) Dollars.

B. The said HUSBAND shall and will well and truly pay, or cause to be paid, to the WIFE for the support, maintenance and education of his and her children, RUSSELL R. WILLIS, ANN V. WILLIS and HARRY W. WILLIS, the sum of Four Hundred and 00/100 (\$400.00) Dollars per month, payable at the rate of Two Hundred and 00/100 (\$200.00) Dollars on the 5th and 20th days of each month, and to continue to make such payments until the 20th day of October, 1955. That, commencing November 5, 1955, the HUSBAND shall and will well and truly pay, or cause to be paid, to the WIFE, for and toward her better support and maintenance and the support, maintenance and education of his and her said children, the sum of Two Hundred and 00/100 (\$200.00) Dollars per month, payable at the rate of One Hundred and 00/100 (\$100.00) Dollars on the 5th and 20th days of each and every month thereafter. That at such time that the first of their aforesaid three children attains the age of twenty-one (21) years, or dies before attaining the age of twenty-one (21) years, the aforesaid payments of Two Hundred and 00/100 (\$200.00) Dollars per month shall be reduced to the sum of One Hundred Thirty-three and 00/100 (\$133.00) Dollars per month payable at the rate of Sixty-six and 50/100 (\$66.50) Dollars on the 5th and 20th days of each month thereafter. That at such time that the second of the aforesaid three children attains the age of twenty-one years, or dies before attaining the age of twenty-one (21) years, the aforesaid monthly payment of One Hundred Thirty-three and 00/100 (\$133.00) Dollars per month shall be reduced to the sum of Sixty-seven and 00/100 (\$67.00) Dollars per

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month payable on the 5th day of each and every month thereafter and continuing until the third child attains the age of twenty-one (21) years or dies before attaining the age of twenty-one (21) years at which time all payments provided for herein shall cease.

C. That the said WIFE agrees that the aforesaid sums being paid hereunder by the HUSBAND shall be the sole sums required to be paid by him for any purpose whatsoever and that the WIFE agrees to support, maintain and educate the children out of the said funds.

THIRD: The WIFE shall have the care and custody of the said children, RUSSELL R. WILLIS, ANN V. WILLIS and HARRY W. WILLIS; and it shall be lawful for the HUSBAND, once in each week, on Saturday thereof, to enter any house or place where said children or any of them may dwell, reside or be for the purpose of visiting said children or to take them or any of them with him for a visit during said day. The HUSBAND shall also have the right during the children's vacation period to take any or all of the said children with him to live for a period not exceeding one week in any one year.

FOURTH: It is further agreed that the insurance policies listed on the schedule annexed hereto shall be kept in full force and effect by the HUSBAND with the WIFE as beneficiary thereof. In the event that the WIFE predeceases the HUSBAND, or remarries prior to the predecease of the HUSBAND, then the beneficiary of the said policies shall be the aforesaid children. However, it is further agreed that on or after April 1, 1960 the HUSBAND shall have the right to reduce the amounts of the insurance policies listed in the schedule annexed hereto by Fifty (50%) Percent should he elect to do so.

FIFTH: Simultaneously herewith the HUSBAND agrees to execute and deliver to the WIFE a Bargain and Sale Deed containing Covenant Against the Grantor's Acts which shall convey to the said WIFE the HUSBAND's interest as tenant by the entirety in the real property located at 57 Chestnut Avenue, North Pelham, New York. The said Deed shall contain an assumption by the WIFE of the obligations of the Bond and Mortgage affecting said premises.

SIXTH: The WIFE hereby does assume the payment of the balance still due on a loan jointly incurred with the HUSBAND, originally in the amount of Six Thousand and 00/100 (\$6,000.00) Dollars, now reduced to approximately Two Thousand Four Hundred and 00/100 (\$2,400.00) Dollars, and so long as said HUSBAND shall fully comply with the terms of this Agreement, she shall save harmless the HUSBAND from said debt.

SEVENTH: That simultaneously with the execution of this Agreement, the HUSBAND shall pay to STEMBER AND DENSHOWITZ, ESQ'S. their agreed and reasonable fees amounting to Two Hundred and 00/100 (\$200.00) Dollars for the services rendered by them to the WIFE.

EIGHTH: That the WIFE, so long as said HUSBAND shall fully comply with the terms of this Agreement, shall save harmless said HUSBAND from all debts and all other obligations of said WIFE at any time contracted by her, or on her account, including the support and maintenance of the WIFE. That the WIFE hereby warrants and represents that she has not heretofore contracted any debt or other obligation on behalf of the HUSBAND.

NINTH: The institution by either party of legal proceedings for an absolute divorce in any jurisdiction, upon any lawful ground in such jurisdiction, existing before the

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date of these presents, or subsequently arising, shall not impair the validity of or in any manner affect the covenants and agreements herein contained. In the event an absolute divorce is decreed in any such proceeding, the provisions of this Agreement shall be incorporated in any order or decree made in such proceeding.

WIFE: The said WIFE does hereby forever release and discharge the said HUSBAND, his heirs, executors, administrators and assigns of and from all right, interest, claim, dower or right of dower, thirds or distributive share or demand which she now has or is entitled to or may at any time hereafter have or acquire, or become entitled to, for or by reason of her relations to him as his WIFE or otherwise or any or to any property, real or personal, goods, chattels, right, interest or things in action which the said HUSBAND now owns or is entitled to, or interest in or which he may at any time hereafter own or become entitled to or become interested in except as previously set forth. And the said HUSBAND, in like manner, hereby releases and discharges the said WIFE of and from all right, title and interest, courtesy and distributive share of any and every kind of, in and to all property, right or things in action, which the said WIFE now has or may hereafter have, own or become entitled to or be interested in except as hereinbefore set forth.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

[Signature]  
WITNESS

Albert Ross  
WITNESS

Margaret R. Willis  
MARGARET R. WILLIS

Russell Willis Jr.  
RUSSELL WILLIS JR.

FILED

4-1-55

SCHEDULE OF INSURANCE POLICIES

MARGARETH REEVES WILLIS, \* IN THE CIRCUIT COURT OF  
Complainant, \* BALDWIN COUNTY, ALABAMA  
Vs. \* IN EQUITY  
RUSSELL WILLIS, JR., \*  
Respondent. \* NO. 3496

DECREE OF DIVORCE

This cause is submitted for decree on the pleadings, decree pro confesso and the testimony as shown by the Note of Submission on file and on consideration, it is ORDERED, ADJUDGED AND DECREED by the Court that the complainant is entitled to relief, and that the bonds of matrimony heretofore existing between the complainant and the defendant be and the same are henceforth dissolved and annulled.

It is further ORDERED AND DECREED that complainant and defendant be and hereby are, permitted to again contract marriage, subject to such provisions of the law as regulate the marriage of divorced persons, and in no event before the expiration of sixty (60) days after the rendition of this DECREE.

It is further ORDERED, ADJUDGED AND DECREED that the complainant, Margareth Reeves Willis, shall have and is hereby awarded the custody of the minor children born of this marriage, Russell R. Willis, Ann Vera Willis and Harry Waldron Willis, with the right of the respondent to see and visit said children at all reasonable times.

It is further ORDERED, ADJUDGED AND DECREED that the respondent is to pay for the support, maintenance and education of said minor children the sum of FOUR HUNDRED and NO/100 (\$400.00) DOLLARS, payable at the rate of TWO HUNDRED and NO/100 (\$200.00) DOLLARS on the fifth and twentieth of each month, which payment shall continue until the twentieth day of October, 1955. On November 5, 1955, the respondent shall pay to the complainant for the support, maintenance and education of said minor children the sum of TWO HUNDRED and NO/100 (\$200.00) DOLLARS per month payable at the rate of ONE



HUNDRED and NO/100 (\$100.00) DOLLARS on the fifth and twentieth of each month thereafter, until each of said minor children has attained the age of twenty-one (21) years of age or dies before attaining the age of twenty-one (21) years. As each child reaches the age of twenty-one (21) years or dies before reaching the age of twenty-one (21) years, said amount shall be reduced by one-third until all of said children have reached the age of twenty-one (21) years or dies before attaining the age of twenty-one (21) years, at which time said payments shall cease.

It is further ORDERED, ADJUDGED AND DECREED that the respondent shall execute a deed conveying all of his right, title, and interest in the real estate known as 57 Chestnut Avenue, N. Pelham, New York, to the complainant.

It is further ORDERED that the complainant pay the cost of this suit for which execution may issue.

Dated this 9<sup>th</sup> day of April, 1955.

Hubert M. Hall  
Judge