

waiver by either party of any right or cause of action or defense arising out of the conduct of the other party, it being understood that this agreement is executed for the purpose of effecting a settlement and compromise of the rights and obligations of the parties hereto in the event a decree of divorce is entered in the above entitled action now pending in the aforesaid Circuit Court of Dade County, Florida.

This stipulation and agreement shall, after its execution by the parties hereto, be promptly submitted to the Court in which the above entitled action is pending for its approval and it is of the essence of this agreement that the settlement herein provided for shall not become operative in any manner nor shall any of the covenants, stipulations or allegations herein contained become binding upon either party hereto unless and until this agreement and the whole thereof shall be approved by said Court and a decree of absolute divorce between the parties, incorporating therein the terms of this agreement, shall be entered in said action. Subject to the foregoing, and except as in this agreement otherwise provided, the HUSBAND agrees, immediately after date of entry of such decree of divorce, to make the payments and perform the agreements herein provided on his part to be made and performed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement, at Miami, Dade County, Florida, this 17th day of November, A. D. 1958.

Executed in the presence of:

Dorothy S. Hulung
Leon O. Black Jr.
 AS to the WIFE

Betty S. Tarbert (SEAL)
 BETTY S. TARBERT

Herb Moore
J. Leonard Vance Jr.
 AS to the HUSBAND

Thomas Ivan Tarbert (SEAL)
 THOMAS IVAN TARBERT

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