

CASE NO.

80-341

PAGE NO.

231

John Sidney McCain, Jr.

vs.

Carol McCain

**CIVIL FILE
IN CIRCUIT COURT**

OKALOOSA COUNTY, FLORIDA

ASSIGNED TO:

DIVISION B HON. Sutton
Circuit Judge

George Ray
32 Beal Keyway
St. Walton Beach, Fla
Attorney for Plaintiff

Charge
Attorney for Defendant

NO PAPER SHALL BE DISPLACED OR REMOVED
EITHER TEMPORARILY. OR PERMANENTLY FROM
THIS FILE, WITHOUT LEAVE OF COURT.

NEWMAN C. BRACKIN
Clerk, Circuit Court

IN THE CIRCUIT COURT IN AND FOR OKALOOSA COUNTY, FLORIDA

IN RE: The Marriage of
JOHN SIDNEY MC CAIN III
Petitioner
and
CAROL MC CAIN
Respondent

OKALOOSA COUNTY
FLA.
FILED
CASE NO. 80-341
Dec 17
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PETITION FOR DISSOLUTION OF MARRIAGE

The Petition of John Sidney McCain shows:

1. This is an action for dissolution of the bonds of marriage between petitioner and respondent.
2. Petitioner has been a resident of the State of Florida for more than six months next before filing this petition.
3. Petitioner and respondent were married to each other on the 3rd day of July 1965, in Philadelphia, Pennsylvania, and cohabited as husband and wife until the 7th day of January 1980.
4. There is one child born of this marriage Sidney Ann McCain born September 2, 1966 and two children by a previous marriage of the Wife and by the Husband, to-wit, Douglas S. McCain, born October 4, 1959, and Andrew K. McCain, born May 12, 1962, and no other children are contemplated.
5. Both the Petitioner and Respondent are fit and proper persons for the permanent care, custody and control of the minor children of the parties however, the Petitioner agrees that the Respondent shall have custody and control of the minor children of the parties hereto, to-wit, Sidney Ann McCain, born September 2, 1966, and Andrew K. McCain, born May 12, 1962, with reasonable and liberal visitation privileges reserved to the Husband.
6. The Petitioner has hired and retained the undersigned attorney to represent and protect his interests in this action and has agreed to pay a reasonable fee to said attorney for his services.
7. The Petitioner is presently in the Military Service of the United States.
8. That the marriage is irretrievably broken.

9. On the 22nd of January 1980 Petitioner and Respondent entered into a Property Settlement, a copy of which is attached hereto as Exhibit "A".

WHEREFORE, the Petitioner prays to the court to:

1. That the court take jurisdiction of the subject matter and the parties:
2. That the court enter a judgment dissolving the marriage of the parties:
3. That this court will approve and incorporate the property settlement attached as part and parcel of the judgment dissolving the marriage. :
4. That the court retain jurisdiction over the parties as to all relief granted under this petition and attached Property Settlement Agreement.

George E. Day P.A.

George E. Day, P.A.
32 Seal Parkway SW
Fort Walton Beach, Florida 32548
(904) 243-1234
Attorney for Petitioner

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 22 day of January, 1980, by and between JOHN SIDNEY McCAIN, hereinafter referred to as the "Husband," party of the first part, and CAROL McCAIN, hereinafter referred to as the "Wife," party of the second part.

WITNESSETH:

WHEREAS, the parties to this agreement were lawfully married on the 3rd day of July, 1965, in Philadelphia, Pennsylvania, and there was one child born of the marriage, to-wit, Sidney Ann McCain, born September 2, 1966, and two children by a previous marriage of the Wife and by the Husband, to-wit, Douglas S. McCain, born October 4, 1959, and Andrew K. McCain, born May 12, 1962; and

WHEREAS, differences have arisen between the parties hereto on account of which they have separated and intend to live separate and apart from each other for the rest of their natural lives; and

WHEREAS, the parties hereto desire by this instrument amicably and financially to adjust and settle all matters relating to the partition and division of all property and financial obligations arising out of their marital relationship and all other rights of the parties to any or all of the property of the other, whether such rights to such property be now existent or may hereafter exist by reason of their marital status,

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto have and do now hereby agree as follows:

1. The parties may and shall at all times hereafter live and continue to live separate and apart for the rest of their natural lives. Each shall be free from interference, authority

and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Each may reside at such place or places as he or she may select. The parties shall not molest each other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal or other proceedings for the restitution of connubial rights or otherwise.

2. Subject to the provisions of this agreement, each party has remised, released and forever discharged, and by these presents does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, remise, release and forever discharge the other, of and from all cause or causes of action, claims, rights or demands whatsoever in law or in equity which either of the parties hereto ever had or now has against the other, except any or all cause or causes of action for divorce.

3. Subject to the provisions of this agreement, each of the parties may in any way dispose of his or her property, of whatsoever nature, real or personal, and the parties hereto, each for himself and herself respectively, and for their respective heirs, legal representatives, executors, administrators and assigns, hereby waive any right of election which he or she may have or hereafter acquire, regarding the estate of the other, or to take against any last will and testament of the other, whether heretofore or hereafter executed, as provided for in the laws of the State of Virginia or any other state or foreign country, and renounces and releases all interest, right or claim of distributive share or intestate succession or dower, 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 under or by virtue of the laws of any state or country, and each will, at the request of the other,

or his or her legal representatives, executors, administrators and assigns, execute, acknowledge, and deliver any and all deeds, releases, or any other instruments necessary to bar, release or extinguish such interest, rights and claims, or which may be needful for the proper carrying into effect any of the provisions of this agreement. Each of the parties renounces and relinquishes any and all claims and rights that he or she may have or may hereafter acquire to act as executor or administrator of the other party's estate.

4. Each of the parties shall own, and have and enjoy independently of any claim or right of the other party, all items of personal property of every kind, nature and description, and wheresoever situate which are now owned or held by or which hereafter belong, or go to the husband and wife, with the full power of the husband and wife to dispose of the same as fully and effectually in all respects and for all purposes as if he or she were unmarried.

5. The parties hereby agree that they have been living separate and apart since the 7th day of January and to their forever living separate and apart in the future.

6. The Husband hereby covenants and agrees that the Wife shall have custody and control of the minor children of the parties hereto, to-wit, Sidney Ann McCain, born September 2, 1966, and Andrew K. McCain, born May 12, 1962, with reasonable and liberal visitation privileges reserved to the Husband.

7. The parties hereby covenant and agree that they own as tenants by the entireties with the common law right of survivorship, the following improved real estate:

- (a) 10 Muirs Court, Alexandria, Virginia;
- (b) 2531 South Ponte Vedra Boulevard, South Ponte Vedra Beach, Florida.

Each party covenants and agrees that the mortgage, tax payments, insurance and utilities are current on the aforesaid properties. The parties hereby covenant and agree that the Wife shall have the exclusive right to reside in and possess the jointly owned home at 10 Muirs Court, Alexandria, Virginia, until such time as the Wife dies or remarries, whichever shall first occur. The Wife shall make all of the mortgage, tax, insurance, utility, and upkeep payments on the aforesaid home and shall hold the Husband harmless for the payment of same.

In the event that the Wife desires to sell the home at 10 Muirs Court, Alexandria, Virginia, the same shall be listed for sale immediately and sold for its true fair market value. Upon the sale and settlement of the home, and after deducting all costs of sale, real estate commissions, attorney's fees, and after the payment of all liens and encumbrances on said home, the Husband shall receive a sum equal to one-half of the down payment, or \$25,000.00, whichever is greater, on said home, as well as any monies that he has expended on improvements to said home. The Wife shall receive the remainder of said proceeds of sale.

The Husband further covenants and agrees that he shall, by General Warranty deed, transfer all of his right, title and interest in and to the property located at 2531 South Ponte Vedra Boulevard, South Ponte Vedra Beach, Florida, to the Wife, to be held in her sole, separate and equitable estate, and that he shall execute any and all documents necessary to give full force and effect to the provisions contained in this paragraph regarding the said transfer. The Husband shall, however, continue to make the principal, interest, taxes, and insurance payments on the home at South Ponte Vedra Beach, Florida, after either party receives a final decree of divorce from a court of competent jurisdiction, until such time as the South Ponte Vedra Beach home is sold. Upon sale of the home in South Ponte Vedra Beach,

Florida, the Wife shall reimburse the Husband from the proceeds of sale for all principal, interest, tax and insurance payments which the Husband has made on the home subsequent to a final decree of divorce from a court of competent jurisdiction.

Execution of the aforesaid deed shall be simultaneously made with the execution of this agreement.

8. The Husband hereby covenants and agrees that he shall pay to the Wife as and for the support of the two minor children of the parties hereto, to-wit, Sidney Ann McCain, born September 2, 1966, and Andrew K. McCain, born May 12, 1962, the sum of \$300.00 per month beginning on the 1st day of February, 1980, and continuing each and every month thereafter until the oldest child reaches the age of 18 years or sooner becomes emancipated, at which time the child support payments shall be reduced by one-half, and upon the emancipation or the reaching of the age of 18 years by the youngest child, all support payments for the said child shall cease.

9. The Husband hereby covenants and agrees that he shall pay to the Wife as and for her alimony/spousal support the sum of \$1,325.00 per month beginning on the 1st day of February, 1980, and continuing each and every month thereafter until the Wife dies or remarries or the Husband dies, which event first occurs. In the event that the Wife's job is terminated and she is unable to obtain employment at the rate of \$18,000 gross salary per year, then the next month after said termination the Husband shall pay to her for a period of three months an additional sum of \$500.00 per month alimony/spousal support.

10. The parties further covenant and agree that the Wife is going to have extensive medical and hospitalization bills in the future because of her present medical condition, then the Husband covenants and agrees that he shall obtain for the Wife a major medical and hospitalization insurance policy for which he shall be responsible paying the premiums on until the Wife dies or remarries, or until the Husband dies, whichever event first occurs.

In the event that the Husband is unable to obtain for the Wife a major medical and hospitalization insurance policy, and/or the Wife is unable to be insured, then and in that event the Husband shall be totally responsible for all of the Wife's medical and hospital bills.

11. The parties hereby covenant and agree that the 1979 Datsun 810 automobile shall be the sole property of the Husband, and the Wife's 1973 Audi shall be the sole property of the Wife. Each party at the time of the execution of this agreement shall hold the other harmless and indemnify him or her for any repairs, maintenance, personal property taxes, gas and oil, on their individual cars titled in their names. However, the Husband shall pay for promptly all repairs on the Wife's automobile up to February 15, 1980.

12. The Wife hereby covenants and agrees that for so long as she is receiving alimony/spousal support in the amount \$1,325.00 per month, she shall pay the principal, interest, taxes and insurance and all utilities on the marital home located at 10 Muirs Court, Alexandria, Virginia, and she shall hold the Husband harmless and indemnify him for the payment of the same.

13. The parties hereby covenant and agree that the Wife shall receive all of the personal property and household furnishings located in both the marital home at 10 Muirs Court, Alexandria, Virginia, as well as 2531 South Ponte Vedra Boulevard, South Ponte Vedra Beach, Florida, except for the Husband's personal belongings, as well as the items that were loaned to the parties by the mother of the Husband. Husband shall return said items to his mother prior to March 1, 1980.

14. The parties hereby covenant and agree that should either party breach any of the covenants contained in the agreement, then and in that event, the defaulting and/or breaching party, shall be responsible to the injured party for all of his or her attorney's

fees, court costs and other related expenses, such as, depositions, transportation and lodging expended by the injured party to enforce the provisions contained in the agreement against the defaulting party.

15. The Husband hereby covenants and agrees that he shall maintain and pay the premiums on all life insurance policies that he has in effect at the present time for the sole benefit of the three children of the parties hereto, to-wit, Sidney Ann McCain, born September 2, 1966, Douglas S. McCain, born October 4, 1959, and Andrew K. McCain, born May 12, 1962. That these children shall be the sole beneficiaries of the aforesaid policies and the Husband shall furnish evidence that they are the sole beneficiaries on the anniversary date of this agreement each year, and that the premium payments are current, and that he has not pledged, borrowed, or in any way encumbered the aforesaid policies. A list of all the insurance policies of the Husband are set forth below, along with their policy number and the face amount of the said policies. In the event that the Husband breaches any of the covenants contained in this paragraph, the Husband further covenants and agrees that his heirs, executors, administrators or assigns shall be personally liable to pay out of his estate before any other creditors the face amount of the policies set forth below:

| Name of Company | Policy No. | Face Amount |
|---------------------------------------|------------|-------------|
| 1. New York Life Ins. Co. | | \$10,000.00 |
| 2. Midland Mutual | | 10,000.00 |
| 3. Navy Mutual Aid | | 12,500.00 |
| 4. Armed Forces Relief and Benefit | | 12,500.00 |
| 5. Servicemen's Group Life Ins. | | 20,000.00 |

16. The Husband hereby covenants and agrees that he shall be responsible for a college education for Sidney Ann McCain, born September 2, 1966. College education shall be defined as room, board, books, tuition and transportation and related fees.

17. The parties further covenant and agree that upon the execution of this agreement neither party shall incur any expense on behalf of the other, nor pledge the other's credit.

18. Each party shall hold the other harmless from any and all liability of every kind on his or her specific obligations under this agreement and shall indemnify the other for any expense he or she may necessarily incur in connection therewith. The Husband further covenants and agrees that he shall make a provision in his will that the minor daughter of the parties, to-wit, Sidney Ann McCain, born September 2, 1966, shall be entitled to and shall receive one-half of the Husband's estate. The Husband shall, within sixty days of the execution of this agreement, provide the Wife of evidence, by certified true copy of his will or otherwise, that he has so provided for the minor child of the parties.

19. The Husband covenants and agrees that he shall pay in full certain joint debts and obligations of the parties, more particularly set forth in Exhibit A attached hereto and made a part of this agreement as if set forth haec verba.

EXHIBIT A

| | |
|----------------------------------------------------------------------|-------------|
| 1. United Virginia Bank Americard, Acct | 1-\$1500.00 |
| 2. Chevron USA, Acct | 200.00 |
| 3. Visa, Barnett Bank, Box 2430, Jacksonville, Fla. 32203 Acct. # | 750.00 |
| 4. Garfinkle's, Acct. | 290.00 |
| 5. Lord & Taylor, Acct | 143.50 |
| 6. Margaret T. Perrung | 321.46 |

20. This agreement shall not be construed to bar or prevent either party from suing for divorce. In any action for divorce this agreement may, if desired by either party, be submitted to the court in such action for approval and incorporation in a decree, should one be granted, but this agreement shall survive, shall be independent of and shall not depend for its effectiveness upon such approval or incorporation.

21. The parties hereby acknowledge as having been fully and independently advised of his and her legal rights and obligations by counsel of their own choosing and execute this agreement with the full knowledge of its contents.

22. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. The failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or different nature.

23. Each of the parties hereto shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

24. If any provision of this agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.

25. This agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings of, by or between the parties other than those expressly set forth herein.

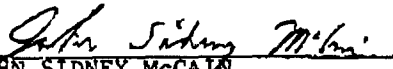
26. Except as otherwise stated herein, all of the provisions of this agreement shall be binding upon the respective heirs, next of kin and legal representatives of the parties.

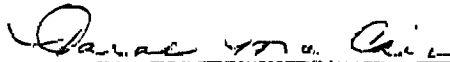
27. This agreement shall be construed in accordance with the laws of the Commonwealth of Virginia and jurisdiction and venue for any breach of this agreement shall be in the courts of the City of Alexandria, Virginia.

28. The parties acknowledge that this agreement is entered into freely and voluntarily, without duress or influence, and the provisions hereof constitute an equitable division and assumption of their properties and obligations.

29. This agreement shall be executed in triplicate, each copy of which so executed shall be deemed an original and shall constitute one and the same agreement.

WITNESS the following signatures and seals:

 (SEAL)
JOHN SIDNEY MCCAIN

 (SEAL)
CAROL MCCAIN

District of Columbia

STATE OF VIRGINIA

CITY (COUNTY) OF Washington, co-wit:

I, the undersigned Notary Public, in and for the City (County) and State aforesaid, do hereby certify that John Sidney McCain, whose name is signed to the foregoing Property Settlement Agreement, dated the 22nd day of January, 1980, personally appeared before me in my City (County) and State aforesaid and acknowledged the same.

GIVEN under my hand this 22nd day of January, 1980.

My commission expires:

14 May 80
[Signature]
Notary Public

STATE OF VIRGINIA

CITY OF ALEXANDRIA, co-wit:

I, the undersigned Notary Public, in and for the City and State aforesaid, do hereby certify that Carol McCain, whose name is signed to the foregoing Property Settlement Agreement, dated the 22nd day of January, 1980, personally appeared before me in my City and State aforesaid and acknowledged the same.

GIVEN under my hand this 22nd day of January, 1980.

My commission expires:

September 7, 1980
[Signature]
Notary Public

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IN THE CIRCUIT COURT IN AND FOR OKALOOSA COUNTY, FLORIDA

CIVIL ACTION

COURT
FLA.

In Re: The Marriage of

180 FEB 15 11 35

John Sidney McCain III
Petitioner

and

CASE NO:

CAROL MC CAIN
Respondent

NOTICE TO DEFEND

TO: Carol McCain
10 Muirs Court
Alexandria, Virginia 22314

YOU ARE HEREBY NOTIFIED that a Petition for Dissolution of Marriage has been filed against you and you are required to serve a copy of your answer or pleading to the Petition on GEORGE E. DAY, P.A., 32 Beal Parkway SW, Fort Walton Beach, Florida 32548, Petitioner's Attorney and file the original answer or pleading in the office of the Clerk of Circuit Court on or before 28th day of March, 1980. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Petition.

ORDERED at ^{Shalveas} ~~Gretna~~, Florida, this 15th day of February 1980.

NEWMAN C. BRACKIN

By: *Lawrence Kelly*
Deputy Clerk

George E. Day
GEORGE E. DAY, P.A.
32 Beal Parkway SW
Fort Walton Beach, Florida 32548
(904) 243-1234
Attorney for Petitioner

GEORGE E. DAY, P.A.
ATTORNEY AT LAW
32 BEAL PARKWAY S.W.
FORT WALTON BEACH, FLORIDA
32548
(904) 243-1234
(904) 243-1234

no copies furnished for mailing.
W.D.

IN THE CIRCUIT COURT IN AND FOR OKALOOSA COUNTY, FLORIDA
CIVIL ACTION

IN RE: The Marriage of
JOHN SIDNEY MC CAIN III
Petitioner
and
CAROL MC CAIN
Respondent

CASE NO: 80 341

AFFIDAVIT OF DILIGENT SEARCH AND INQUIRY

District of Columbia - SS
STATE OF FLORIDA)
COUNTY OF OKALOOSA)

BEFORE ME, the undersigned authority, personally appeared JOHN SIDNEY MC CAIN III, Petitioner, who upon being sworn upon his oath deposes and says:

1. That diligent search and inquiry has been made to discover the residence of the Respondent, and that the same is set forth hereunder as particularly as is known to affiant.

2. That in addition to the above, the residence of such person is: Carol McCain,
10 Muirs Court
Alexandria, Virginia 22314

and that such address is the best, most certain, most definite, and most particular residence and address to the Petitioner known after said search and inquiry: and that there is no person in the State of Florida the service of a summons upon whom would bind the said Respondent.

John Sidney McCain III
JOHN SIDNEY MC CAIN III

Subscribed and sworn before me this 18th day of February, 1980

Robert H. Huber
Notary Public

FRGE E. DAY, P. A.
ATTORNEY AT LAW
10001 PARKWAY S.W.
MIRTON BEACH, FLORIDA
32548
PHONE 244-5403
HOME 245-1224

My Commission Expires:

14 May 83

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR OKALOOSA COUNTY, FLORIDA

CIVIL ACTION

JOHN SIDNEY MC CAIN III
Plaintiff

—vs—

Defendant

CASE No. _____

_____ COURT

_____ FLA.

DB

FEB 15 11 35

SUMMONS

THE STATE OF FLORIDA:

TO ALL AND SINGULAR THE SHERIFFS OF SAID STATE:

GREETINGS:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in the above styled cause upon the defendant(s)

**Carol Mc Cain will come to the Sheriff's Office in
Alexandra, Virginia to receive her personal service.**

Each defendant is hereby required to serve written defenses to said complaint or petition on plaintiff's attorney, whose name and address is

**George E. Day, P.A.
32 Beal Parkway SW
Fort Walton Beach, Florida 32548
(904) 243-1234
Attorney for Plaintiff**

within 20 days after service of this summons upon that defendant, exclusive of the day of service, and to file the original of said written defenses with the clerk of said court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

WITNESS my hand and the seal of said Court on February 15, 1980.

NEWMAN C. BRACKIN
Clerk of the Circuit Court

By: Chunee Kelly
As Deputy Clerk



IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR OKALOOSA COUNTY, FLORIDA

FILED
NEWMAN C. BRACKIN
'80 MAR/15/15 PM 8 23
ACTION
CLERK OF CIRCUIT COURT
OKALOOSA COUNTY FLA.

CASE No. 80-341

JOHN SIDNEY MC CAIN III

Plaintiff

--VS--

CAROL MC CAIN

Defendant

SUMMONS

THE STATE OF FLORIDA:

TO ALL AND SINGULAR THE SHERIFFS OF SAID STATE:

GREETINGS:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in the above styled cause upon the defendant(s)

Carol Mc Cain will come to the Marshall's office in El Cajon, Ca., to receive her personal services.

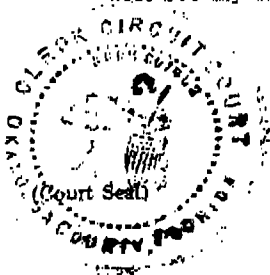
Each defendant is hereby required to serve written defenses to said complaint or petition on plaintiff's attorney, whose name and address is

**George E. Day, P.A.
32 Beal Parkway SW
Fort Walton Beach, Florida 32548
(904) 244-5493 or 243-1234**

Attorney for Plaintiff

within 20 days after service of this summons upon that defendant, exclusive of the day of service, and to file the original of said written defenses with the clerk of said court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

WITNESS my hand and the seal of said Court on March 5, 19 80



NEWMAN C. BRACKIN
Clerk of the Circuit Court

By: Dean J. [Signature]
As Deputy Clerk

DMB

IN THE CIRCUIT COURT IN AND FOR OKALOOSA COUNTY, FLORIDA

IN RE: THE MARRIAGE OF
JOHN SIDNEY MC CAIN III
Petitioner

CIVIL ACTION

and
CAROL MC CAIN
Respondent

CASE NO. 80-341

DECLARATION UNDER THE UNIFORM CHILD CUSTODY JURISDICTION ACT

1. The number of minor children subject to this proceeding is two. The name, place of birth, birthdate, and sex of each child, the present address, periods of residence, and places where each child has lived within the past five (5) years, and the name, present address and relationship to the child of each person with whom the child has lived during that time are:

| NAME | PLACE OF BIRTH | BIRTHDATE | SEX |
|----------------------|-------------------|-------------------------|-----------------|
| Andrew R. McCain | Meridian, Mi. | May 12, '62 | Male |
| PERIODS OF RESIDENCE | ADDRESS | PERSON CHILD LIVED WITH | RELATIONSHIP |
| 1965 to Nov. 1966 | Meridian, Mi. | Parents | Father & Mother |
| '66 to April '67 | Jacksonville NAS | " | " " |
| '73 to June '74 | Washington, D.C. | " | " " |
| '74 to Aug. '77 | Jacksonville, Fl. | " | " " |
| '77 to date '80 | Alexandria, Va. | " | " " |

| NAME | PLACE OF BIRTH | BIRTHDATE | SEX |
|----------------------|-------------------|-------------------------|-----------------|
| Sidney Ann McCain | Meridian, Mi. | Sept. 2, '66 | Female |
| PERIODS OF RESIDENCE | ADDRESS | PERSON CHILD LIVED WITH | RELATIONSHIP |
| Sept. '66 Nov. '66 | Meridian, Mi. | Parents | Father & Mother |
| '66 to April '67 | Jacksonville NAS | " | " " |
| '67 to June '74 | Washington, D.C. | " | " " |
| '74 to Aug. '77 | Jacksonville, Fl. | " | " " |
| to date '80 | Alexandria, Va. | " | " " |

| NAME | PLACE OF BIRTH | BIRTHDATE | SEX |
|----------------------|----------------|-------------------------|--------------|
| | | | |
| PERIODS OF RESIDENCE | ADDRESS | PERSON CHILD LIVED WITH | RELATIONSHIP |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

FILED
NEWMAN G. BRACKIN
CIRK OF CIRCUIT COURT
OKALOOSA COUNTY, FLA.
MAY 5 5 51

2. I have not participated as a party, witness, or in any other capacity in any litigation or custody proceeding, in this or any other state, concerning custody of a child subject to this proceeding.

3. I have no information of any custody proceeding pending in a Court of this or any other state concerning a child subject to this proceeding.

4. I do not know of any person not a party to this proceeding who has physical custody or claims to have custody or visitation rights with respect to any child subject to this proceeding.

I declare under penalty of perjury that the foregoing, including any attachments, is true and correct and that this declaration is executed on 18th, 1980, at Washington, D.C., Florida

District of Columbia

X *John S. McCain III*
Declarant

STATE OF FLORIDA
COUNTY OF OKALOOSA

SWORN TO AND SUBSCRIBED TO before me this 18th day of February, 1980

George E. Day, P.A.
32 Beal Parkway SW
Fort Walton Beach, Florida 32542
Attorney for petitioner

George E. Day
NOTARY PUBLIC

My commission expires: 14 May 83

George E. Day P.A.

6 19

Please file this in the McCain vs: McCain
file.

John Sidney McCain III, Petitioner
vs:
Carol McCain, Respondent

Case No: 80-341

Thanks

David Day

DECLARATION OF DOMICILE

U 20

the Clerk of the Circuit Court (County Comptroller) _____ County, Florida.

is my declaration of domicile in the State of _____, that I am filing
is day in accordance and in conformity with Section 222.17, Florida Statutes.

FOR DOMICILIARIES OF THE STATE OF FLORIDA:

herely declare that I reside in and maintain a place of abode at _____
(street and number)
_____, in _____ County, Florida, which place of abode I

(city)
cognize and intend to maintain as my permanent home and, if I maintain another place or
aces of abode in some other state or states, I hereby declare that my above-described
sidence and abode in the State of Florida constitutes my predominant and principal home,
d I intend to continue it permanently as such. I AM, at the time of making this declara-
on, a bona fide resident of the State of Florida residing at _____

(street and number)
_____, in _____ County, Florida. I formerly resided at
(city)

_____, _____ County, _____, and the
(city) (state)

place or places where I maintain another or other place or places of abode are as follows:
(here list street address, city, county and state of any other place or places of abode.)

FILED
NEWMAN C. BRACKIN
NOV 12 11
CLERK OF CIRCUIT COURT
OKALOOSA COUNTY FLA.

Please print name

(signature)

sworn to and subscribed before me this _____ day of _____, A. D. 19 _____

Newman C. Brackin
Clerk of Circuit Court
By: _____ Deputy Clerk
(SEAL)

Notary Public State of Florida at Large.
My Commission expires _____

FOR DOMICILIARIES OF STATES OTHER THAN THE STATE OF FLORIDA:

herely declare that my domicile is in the State of _____ Florida _____ and that I intend
to permanently continue and maintain my domicile in such state. At the time of making this
declaration I am a bona fide resident of the State of _____ Florida _____. My place of
abode within the State of Florida, if any, is as follows: (here list street address, city,
and county of place of abode in Florida.) I am in the US Navy stationed in Washington,

D.C.
Person making declaration may also include such other and further facts with reference to
any acts done or performed by such person which such person desires or intends not to be
construed as evidencing any intention to establish his domicile within the State of Florida

x John S. McInnis III
(signature)

Sworn to and subscribed before me this 23rd day of Jan, A. D. 19 66.

Richard L. Huber
Notary Public State of Florida at Large
My Commission expires 17 May 63
District of Columbia

Newman C. Brackin
Clerk of Circuit Court
By: _____ Deputy Clerk
(SEAL)

0 21

GEORGE E. DAY P.A.
ATTORNEY AND COUNSELLOR AT LAW
FORT WALTON BEACH, FLORIDA
32548

STREET ADDRESS
32 BEAL PARKWAY, RW

TELEPHONE: 904-244-8409
243-1234

JOHN SIDNEY MC CAIN III
Petitioner

CASE NO: 80-341

vs:

CAROL MC CAIN
Respondent

CERTIFICATE OF COUNSEL

I, George E. Day, P.A., a duly licensed attorney at law, practicing my profession in the state of Florida, County of Okaloosa, do hereby certify that the 2nd of January and 22nd of January 1980, I did counsel with John Sidney McCain who selected me as his attorney, and not in the presence of Carol McCain, and at that time and place I informed him of the meaning and legal affect of the foregoing agreement, including, but not limited to the fact that by the execution thereof he will have released all of his marital rights (except therein expressly set forth) against Carol McCain in which he would be entitled to recover but for said agreement. I further certify that after a full explanation of the foregoing instrument and the legal affect thereof, the said husband did inform me of his desire to sign said document and he did sign said document freely and voluntarily, to the best of my knowledge and belief.

Further that I advised said John Sidney McCain that the Property Settlement agreement which he proposed to enter into was far more onerous a financial burden than he would have had under worse case conditions had he litigated the matter as to:

1. Support and maintenance
2. Division of real property
3. Provision for college education for minor
4. The future financial burden which it will place on the Petitioner.

John Sidney McCain
JOHN SIDNEY MC CAIN

George E. Day P.A.
GEORGE E. DAY
CLERK OF CIRCUIT COURT
OKALOOSA COUNTY FLA.
FILED
NEWMAN G. BRACKIN
JAN 11 11 40

Daily News

Published Daily
Fort Walton Beach, Florida

FILED
NEWMAN C. BRACKIN

'80 MAR 24 AM 10 26

70-341

State of Florida

County of Okaloosa

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY FLA.

Before the undersigned authorized personally appeared _____

Dorothy Buffington

_____ who on oath says that (s)he
is Secretary of the Playground Daily News, a daily
newspaper published at Fort Walton Beach, in Okaloosa County, Florida; that
the attached copy of advertisement, being a Legal

in the matter of _____

Notice to Defend

in the _____

Court, was published in said newspaper in the issues of _____

Feb 21, 28, Mar 6, 1980

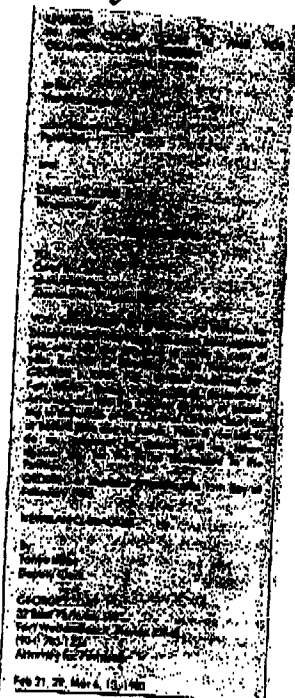
Affiant further says that the said Playground Daily News is a newspaper published at Fort Walton Beach, in said Okaloosa County, Florida, and that the said newspaper has heretofore been continuously published in said Okaloosa County, Florida, each day, and has been entered as second class mail matter at the post office in Fort Walton Beach, in said Okaloosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that (s)he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Dorothy Buffington

Sworn to and subscribed before me this _____ 11th _____ day of

March _____

Notary Public Seal
A. D. [unclear]
NOTARY PUBLIC
State of Florida at Large
My Commission Expires [unclear] 1989



IN THE CIRCUIT COURT IN AND FOR OKALOOSA COUNTY, FLORIDA

CIVIL ACTION

FILED

NEWMAN C. BRACKIN

IN RE: THE MARRIAGE OF

APR 1 1980

JOHN SIDNEY MC CAIN III
Petitioner

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY FLA.
CASE NO: 80-341

and

CAROL MC CAIN
Respondent

MOTION FOR DEFAULT

PETITIONER moves for entry of a default by the Clerk against the Respondent CAROL MC CAIN for failure to serve any answer or other pleadings on the undersigned as required by law.

George E. Day

GEORGE E. DAY, P.A.
Attorney at Law
32 Beal Parkway SW
Fort Walton Beach, Florida 32548
(904) 243-1234
Attorney for Petitioner

Orig. mailed to Crestview Courthouse: _____

D E F A U L T

A default is entered in this action against the Respondent named in the foregoing motion for failure to serve or file any paper as required by law.

Dated at Fort Walton Beach, Okaloosa County, Florida this 1st day of April A.D., 1980.

NEWMAN C. BRACKIN
Clerk of the Court

By: *Neane Smiley*
Deputy Clerk

IN THE CIRCUIT COURT IN AND FOR OKALOOSA COUNTY, FLORIDA

CIVIL ACTION FILED

NEWMAN C. BRADY

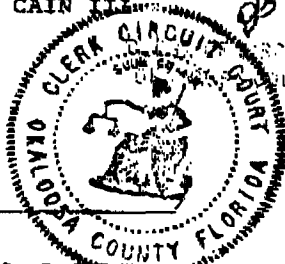
IN RE: THE MARRIAGE OF

APR 2 1980

JOHN SIDNEY MC CAIN III
Petitioner

and

CAROL MC CAIN
Respondent



CASE NO: 80-341

FINAL JUDGMENT

THIS CAUSE having come on for final hearing on the Petition for Dissolution of Marriage filed herein, the Petitioner having appeared in Court with counsel, and the Court having heard the testimony of Petitioner and his witness, and the Court specifically noting the entry of a Default herein against the Respondent the Court finds, and therefore, it is

ORDERED, ADJUDGED AND DECREED:

1. The court finds that it has jurisdiction of the parties and the Cause.
2. That the marriage is irretrievably broken, and is hereby dissolved.
3. That the parties have entered into a Property Settlement Agreement dated 22 January 1980 and that the same is ratified and approved and incorporated into this judgment, by finding that it is entered into with full knowledge and disclosure by both and each of the parties.
4. That the court reserves jurisdiction over the parties and the cause.

DONE AND ORDERED in Chambers at Shalimar, Okaloosa County, Florida this 2nd day of April 1980.

Jere Tolton
JERE TOLTON
Circuit Judge

DORGE E. DAY, P. A.
ATTORNEY AT LAW
12 BEAL PARKWAY S.W.
WALTON BEACH, FLORIDA
32548
(904) 244-5403
(904) 243-1234

1086-1009

Conformed copies to:

- ✓ Martin A. Gannon, P.C.
Post Office Box 1286
Alexandria, Virginia 22313
- ✓ James E. Yonge
Yonge and Halpern
5100 North Dixie Highway
Fort Lauderdale, Florida 33334
Attorney for Respondent
- ✓ Carol Mc Cain
10911 Sun Ray Trace
La Mesa, Ca. 92022
- ✓ George E. Day, P.A.
32 Beal Parkway SW
Fort Walton Beach, Florida 32548
Attorney for Petitioner

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR OKALOOSA COUNTY, FLORIDA

CIVIL ACTION

FILED
NEWMAN C. BRACKIN
CASE No. 80-341

APR 5 AM 11 34

JOHN SIDNEY MC CAIN III

Plaintiff

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY FLA.

-vs-

CAROL MC CAIN

Defendant



SUMMONS

THE STATE OF FLORIDA:

TO ALL AND SINGULAR THE SHERIFFS OF SAID STATE:

GREETINGS:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in the above styled cause upon the defendant(s)

Carol Mc Cain will come to the Marshall's office in El Cajon, Ca., to receive her personal service.

Each defendant is hereby required to serve written defenses to said complaint or petition on plaintiff's attorney, whose name and address is

George E. Day, P.A.
32 Beal Parkway SW
Fort Walton Beach, Florida 32548
(904) 244-5403 or 243-1234

within 20 days of service of this summons upon that defendant, exclusive of the day of service, and to file the original of said written defenses with the clerk of said court or the clerk of said court on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, default will be entered against that defendant for the relief demanded in the complaint or petition.

RECEIVED
EL CAJON JUDICIAL DISTRICT
10 MAR 90 11:00 AM
MARRIAGE DIVISION
SAN DIEGO COUNTY
EL CAJON, CALIF.

WITNESS my hand and the seal of said Court on March 5, 19 80

NEWMAN C. BRACKIN
Clerk of the Circuit Court

By: *Devin Indley*
As Deputy Clerk

(Court Seal)

27

IN THE CIRCUIT COURT OF THE STATE OF FLORIDA 164.3.A
IN AND FOR THE COUNTY OF OKALOOSA
MC CAIN vs MC CAIN

COUNTY OF SAN DIEGO }
STATE OF CALIFORNIA } ss. Case No. 80 341

AFFIDAVIT OF SERVICE

S. Gonzales being first duly sworn under oath according to law, certifies, deposes and says:

That he is a regularly appointed and qualified Deputy Marshal of the Municipal Courts of the County of San Diego, State of California, and is a duly constituted public officer and law enforcements officer qualified and authorized to serve civil process in said County under the laws of the State of California; that he is a competent and credible person over the age of 21 years, and not a party to the action or related to either party, nor an attorney for a party, nor in any way interested in the within named action; that he is competent to be a witness in the case and competent to take this oath of the fact of service; that he was and now is a citizen of the United States of America and of the State of California.

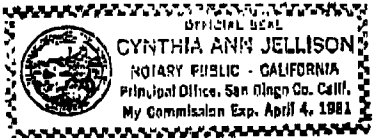
That he personally served the summons (1)
on March 11, 1980, upon Carol McCain
TIME 11:30 am
a defendant therein, at Marshall's Office, 110 E. Lexington Ave., El Cajon, Ca.
County of San Diego, State of California, by delivering to and leaving with
Carol McCain said defendant a true (3)

copy of said summons (3) together with the accompanying true
copy of the (4) petition ~~complaint~~
(5) NOTICE OF SERVICE annexed and attached thereto.
(6)

That the person, firm or corporation so served is the identical one named as defendant in the action and is personally known by affiant to be the same as the within named defendant therein and the person intended to be served.

(7)
Subscribed and sworn to before me
this 12 day of March 1980
S. Gonzales
Deputy Marshal
S. Gonzales

(8)
Cynthia Ann Jellison
Notary Public
Marshal's Fees \$10.50



DEPARTMENT OF THE MARSHAL
County of San Diego
110. E. Lexington
El Cajon, Calif. 92020

0 26

0



U 29

IN THE CIRCUIT COURT IN AND FOR OKALOOSA COUNTY, FLORIDA
CIVIL ACTION

IN RE: THE MARRIAGE OF

JOHN SIDNEY MC CAIN III
Petitioner

and

CASE NO: 80-341

CAROL MC CAIN
Respondent

MOTION FOR DEFAULT

PETITIONER moves for entry of a default by the Clerk against the Respondent CAROL MC CAIN for failure to serve any answer or other pleadings on the undersigned as required by law.

George E. Day

GEORGE E. DAY, P.A.
Attorney at Law
32 Beal Parkway SW
Fort Walton Beach, Florida 32548
(904) 243-1234
Attorney for Petitioner

Orig. mailed to Crestview Courthouse: 1 April 1980

DEFAULT

A default is entered in this action against the Respondent named in the foregoing motion for failure to serve or file any paper as required by law.

Dated at Fort Walton Beach, Okaloosa County, Florida this 1st day of April A.D., 1980.

NEWMAN C. BRACKIN
Clerk of the Court

By: *Deane J. Jolly*

Deputy Clerk