MARY JANE BELL	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
DONALD J. BELL	*	CARROLL COUNTY
Defendant	*	Equity No. ~~14434~~ 15764

* * * * * * * * * * * * * * * * *

DECREE NUNC PRO TUNC

This matter standing ready for hearing and the case being submitted by the Plaintiff, the proceedings were heard by the Court, the Honorable E. O. Weant, Jr., Judge, presiding, and a Decree of Divorce A Vinculo Matrimonii was inadvertently submitted to the Honorable Donald J. Gilmore, Judge, for signature and a Decree signed by the Honorable Donald J. Gilmore, Judge, on the 5th day of March, 1979,

WHEREUPON IT IS ORDERED, Nunc Pro Tunc this 9th day of March, 1979, that the above-named Plaintiff, Mary Jane Bell, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Donald J. Bell; and,

It is further ADJUDGED, ORDERED and DECREED that the guardianship and custody of Brad Bell and Brenda Bell, the minor children of the parties hereto, be and it is hereby awarded unto the Plaintiff, Mary Jane Bell, with the right unto the Defendant, Donald J. Bell, to visit said children at reasonable times and under proper circumstances, subject to the further Order of this Court; and,

It is further ADJUDGED, ORDERED and DECREED that the Defendant pay directly unto the Plaintiff the sum of $40.00 per week, per child towards the support of the minor children of the parties, subject to the further Order of this Court; and,

It is further ADJUDGED, ORDERED and DECREED that the pertinent parts of the Property Settlement Agreement by and between the parties hereto, dated December 26, 1978, and filed in this cause of action, be and they are hereby approved and made

Agreement freely and voluntarily, having had the opportunity of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals this 25th day of December, Nineteen Hundred and Seventy-seven.

WITNESS — OWEN WAYNE BRUNK (SEAL)

WITNESS — WILMA JUNE BRUNK (SEAL)

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 13th day of December, 1977, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared OWEN WAYNE BRUNK, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

FRANCIS M. ARNOLD NOTARY PUBLIC CARROLL CO., MD.

Notary Public - Commission expires 7/1/78

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 25th day of December, 1977, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared WILMA JUNE BRUNK, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

RONALD E. WILSON NOTARY PUBLIC CARROLL CO., MD.

Notary Public - Commission expires 7/1/78

MARY JANE BELL	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
DONALD J. BELL	*	CARROLL COUNTY
Defendant	*	EQUITY NO. 15764

* * * * * * * * * * * * * * * * *

D E C R E E

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were heard by the Court:

WHEREUPON IT IS ORDERED THIS 5th day of March, 1979, that the above-named Plaintiff, Mary Jane Bell, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Donald J. Bell; and,

It is further ADJUDGED, ORDERED and DECREED that the guardianship and custody of Brad Bell and Brenda Bell, the minor children of the parties hereto, be and it is hereby awarded unto the Plaintiff, Mary Jane Bell, with the right unto the Defendant, Donald J. Bell, to visit said children at reasonable times and under proper circumstances, subject to the further Order of this Court; and,

It is further ADJUDGED, ORDERED and DECREED that the Defendant pay directly unto the Plaintiff the sum of $40.00 per week, per child towards the support of the minor children of the parties, subject to the further Order of this Court; and,

It is further ADJUDGED, ORDERED and DECREED that the pertinent parts of the Property Settlement Agreement by and between the parties hereto, dated December 26, 1978, and filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and,

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
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CLERK

JUDGE

a part hereof as if fully set forth herein; and,

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

E. O. WEANT, JR.
Judge

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 26th day of December 1978, by and between DONALD J. BELL, hereinafter called "Husband" and MARY J. BELL, hereinafter called "Wife."

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 17, 1958, in Elkhart Mines, Maryland 21528. Two children were born to them as a result of the marriage, namely, Brad Bell, born 2-7-63 , and Brenda Bell, born 11-16-61

For causes arising prior hereto the parties are not now living as man and wife. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interests to enter into this Agreement to settle their respective property rights, the custody and support of their children, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other, and for their respective heirs, personal representatives, and assigns, as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same hereby being expressly reserved.

2. In consideration of the provisions contained herein for the respective benefit of the parties and other good and valuable consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance whether past, present or future. This provision is not subject to Court modification.

3. Husband agrees to pay Wife's solicitor of record in any divorce proceeding hereafter instituted, the sum of $500.00 for services already rendered. Wife hereby releases Husband from any further obligation to pay any other or further counsel fees for her or on her behalf in connection with any matter or thing whatsoever.

4. The parties further agree that neither shall interfere with or molest the other or endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her respective ways as fully and to the same extent as though he or she had never been joined in marriage so far as the law allows. Each party understands that, until they shall have been divorced absolutely, either may be subject to allegations of adultery.

5. The parties hereto covenant that they will not in the future pledge the credit of the other. The parties agree to indemnify the other for any losses sustained or expenses incurred as a result of any legal or other action by any creditor for violation of any covenant of this Agreement.

6. Except to carry out the provisions of this Agreement, each party does hereby waive all right, title and interest in and to the estate of the other, of every nature and description, except as otherwise herein provided, and does likewise waive all right to administer upon the same. Each party does likewise waive all right of dower or courtesy in and to the property now owned by the other, if any, or any property to be acquired in the future, and they do each hereby covenant and agree to execute such other documents of the same as may be necessary to effectuate the same.

7. No representation, warranties, assurances, or promises have been made by either party as an inducement to enter into this Agreement, other than those herein set forth, and this Agreement contains all of the terms and conditions of the contract between the parties. There can be no modification of this Agreement, no waiver of any provision thereof, rights hereunder, or conditions herein, or release from any obligations imposed hereby, except by written instrument, duly executed, or as otherwise herein provided.

8. With the approval of any Court of competent jurisdiction in which any divorce proceedings may be instituted, now or at any time in the future this Agreement shall be incorporated in any Decree of Divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provisions thereof in said Decree, then in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will, nevertheless, abide by and carry out all of the provisions hereof.

9. The parties hereto specifically agree that the provisions of this Agreement are not subject to any Court modification.

10. The parties shall divide all items of personalty jointly or solely owned by them or acquired by them during the marriage. Wife shall have as her sole property all those items of personalty jointly or solely owned by the parties during their marriage, save those items listed on Exhibit A, attached hereto and made part hereof. All items of personalty divided by this Agreement shall be solely the property of the possessor thereof by the terms of this Agreement free of any claim of the other. Wife shall pay unto Husband the sum of $2,000.00 representing Husband's interest in all those items of personalty to be possessed by Wife under this Agreement.

11. Wife shall have the care and custody of the two minor children with the right and privilege reserved in Husband to have said children at all reasonable times and under proper circumstances for the purpose of visitation.

Husband shall pay unto Wife the sum of $40.00 weekly for each child as child support; said support payments to terminate with respect to each child when she or he shall become age eighteen, married, self-supporting, or deceased, whichever shall first occur.

Husband shall have the right to claim the minor children as exemptions for all Federal and State taxation purposes.

12. The parties own as tenants by the entiretes a home and real estate known as 1107 South Main St., Mt. Airy, MD. 21771. Upon the granting of an absolute divorce, Husband shall execute such deeds and other documents as may be necessary to transfer his entire right, title and interest in said home and real estate unto Wife. Wife agrees to be responsible for all outstanding encumbrances or mortgages on said home and real estate and to hold Husband harmless with respect thereto. Husband agrees to pay for all taxes documentary stamps, charges, fees, counsel fees, and all other charges or fees of whatever nature that may be incurred in the transfer of Husband's interest to her. Save and except for any possible capital gains taxes for life.

13. The parties agree that all monies due Wife by Husband for counsel fees and child support shall be deducted from the $2,000.00 due Husband from Wife at the rate of $50.00 weekly until the $2,000.00 obligation of Wife to Husband is extinguished.

14. The parties hereto declare that they fully understand all of the terms and provisions of the Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS:

Donald J. Bell (SEAL)
DONALD J. BELL

Mary J. Bell (SEAL)
MARY J. BELL

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

On this 26 day of Dec, 1978, before me, a Notary Public in and for the State and County aforesaid, personally appeared DONALD J. BELL, personally known or made known to me to be the Husband who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and that he acknowledged to me that he freely and voluntarily executed the same for the purposes named therein.

WITNESS my hand and seal

RALPH T. UEBERSAX NOTARY PUBLIC Carroll Co., Md.

Notary Public

My Commission Expires: 7-1-82

ELAINE JOHNSON	:	No. 14808 Equity
Plaintiff & Cross-Defendant	:	in the
vs	:	Circuit Court
ROBERT JOHNSON	:	for
Defendant & Cross-Plaintiff	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Cross-Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 5th day of March, Nineteen Hundred and Seventy-nine, that the above-named Cross-Plaintiff, Robert Johnson, be and he is hereby divorced "A VINCULO MATRIMONII" from the Cross-Defendant, Elaine Johnson; and

It is further ADJUDGED, ORDERED and DECREED that temporary guardianship and custody of Karl E. Johnson and Donald G. Johnson, the minor children of the parties hereto, be and it is hereby awarded unto the Cross-Defendant, Elaine Johnson, with the right unto the Cross-Plaintiff, Robert Johnson, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Cross-Plaintiff pay direct unto the Cross-Defendant, the sum of $50.00 per week per child, for a total of $100.00 per week, toward the support of the minor children of the parties, subject to the further Order of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the pertinent parts of the Financial Agreement by and between the parties hereto, dated April 25, 1978 and filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

On this 26 day of Dec, 1978, before me, a Notary Public in and for the State and County aforesaid, personally appeared MARY J. BELL, personally known or made known to me to be the wife who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and that she acknowledged to me that she freely and voluntarily executed the same for the purposes named therein.

WITNESS my hand and seal

RALPH T. UEBERAX
NOTARY PUBLIC
Carroll Co., Md.

Notary Public

My Commission Expires: 7-1-81

THIS AGREEMENT, made this 25th day of April, 1978 by and between ELAINE JOHNSON, hereinafter called "Wife", party of the first part and ROBERT JOHNSON, hereinafter called "Husband", party of the second part, both parties being residents of Carroll County, State of Maryland.

EXPLANATORY STATEMENT

The parties hereto are Husband and Wife having been married on September 3, 1956 by a religious ceremony in Media, Deleware County, Commonwealth of Pennsylvania. That there were five children born to the parties, two of whom are still minors, to wit: Karl E. Johnson, born October 8, 1963 and Donald G. Johnson, born September 14, 1965; the other three children to wit: Robert Muller Johnson, John Vernon Johnson and James Raymond Johnson, being eighteen years or over, no provision is made herein.

That as a result of certain irreconcilable differences the parties have lived separate and apart since August 23, 1977 in separate places of abode without cohabitation, and each with the intention of terminating the marriage, and they have continued to do so. Without waiving any grounds for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interests to enter into this agreement to settle their respective property rights, personal rights and all other matters growing out of the marital relationship.

NOW, THEREFORE, in consideration of the premises, Five ($5.00) Dollars and other good and valuable considerations and the mutual covenants of each of the parties, they do hereby covenant and agree with each other as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties, having separated and lived separate and apart since August 23, 1977 do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been

CASE NO. 14808 EQ
CROSS-PLTFF'S EX-1
12/11/78 WJM

FRANCIS J. MONAHAN
ATTORNEY AT LAW
704 FREDERICK RD.
BALTIMORE, MD. 21228
PHONE 747-2900

It is further ADJUDGED, ORDERED and DECREED that the original Bill of Complaint filed in this cause, be and it is hereby dismissed; and

It is further ADJUDGED, ORDERED and DECREED that the Decree dated December 16, 1977 issued in this cause, be and it is hereby rescinded; and

It is further ORDERED that the Cross-Plaintiff pay the costs of this proceeding.

Judge

joined in matrimony.

3. The Husband agrees that the Wife is a fit and proper mother and shall have the care and custody of the minor children, namely, Karl E. Johnson and Donald G. Johnson. The parties further agree that there shall be reasonable rights of visitation reserved to the Husband in order that the Husband shall see and visit said children and that the children may see and visit the Husband at all reasonable times and at reasonable hours. The parties have agreed that the children may visit with the Husband every other weekend.

4. The Husband agrees to pay the Wife the sum of Fifty ($50.00) Dollars per week each week for the support and maintenance of each of the minor children of the parties so long as each of said children are in the custody of the Wife and until each of said children reaches majority (eighteenth birthday), enters the military services, marries, dies, becomes financially self-supporting or becomes otherwise, which ever event shall first occur. Payments hereunder shall commence immediately and shall be paid by check only directly to the Wife. That the said Wife shall send a photocopy of each of the said minor's school report cards within two (2) weeks from the time each are received.

5. Each of the parties does hereby covenant and agree and they do by these presents agree to waive any and all claim for alimony, alimony pendente lite, maintenance or support past, present and future against which either may now or hereafter have against the other, all consequences of which have been explained to each of them by their separate attorneys, that he and she may never in the future claim any such payment from the other regardless of any other terms in this Agreement.

6. The Wife is currently driving a vehicle which is titled

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BALTIMORE, MD. 21228
PHONE 747-2900

in the name of the Husband's father. The Husband agrees that within ten days from the execution of this Agreement, he will have the title to the vehicle executed by his father to the Wife; the said Wife is to pay all costs (and taxes, if any) before such transfer.

7. The Husband is afforded certain medical insurance by his employer. The Husband agrees to keep the minor children covered by said policy of insurance or any other policies of medical insurance which the company may afford. If for any reason said policies are terminated by the employer the Husband agrees to obtain Blue Cross and Blue Shield coverage for the minor children until they reach the age of eighteen.

8. The Wife has given the Husband a list of personal property located in the former marital domicile which she desires and the Husband has agreed that she may remove same from the home and that said personalty shall thereafter become her individual property. The list of items is as follows:

a. All clothing and personal effects
b. Living room furniture - couch, 2 chairs, pumpkin color chair, coffee table, 2 end tables, lamps, picture over couch
c. Dining room - good china, 3 pieces of sterling silver (2 butterknives and 1 spoon), and any others that can be found
d. Den - sport car trophies - if they belong to said Wife (not those belonging to said Husband)
e. Karl's bedroom furniture
f. Karl and Donald's personal belongings
g. Guesthouse - books, trophies, horse things, but not any furniture and fixtures since these belong to Husband's mother.
h. Wife's engagement ring.

9. The parties are owners as tenants by the entireties of a farm property located in Carroll County, Maryland. The Husband hereby agrees to buy the Wife's interest and the Wife hereby agrees to sell her interest to the Husband for a net price of Ninety Thousand ($90,000.00) Dollars. The Husband will within fourteen (14) days of the execution of this Agreement pay to the Wife the sum of Ten Thousand ($10,000.00) Dollars and the balance of Eighty Thousand

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($80,000.00) Dollars will be paid within one hundred twenty (120) days - or sooner. Upon the payment of the balance of Eighty Thousand ($80,000.00) Dollars the Wife will simultaneously execute a deed to the Husband conveying her interest in the property to him, said deed to be prepared by the Husband's attorney, all costs of transfer to be paid by said Husband.

10. The parties agree that the farm equipment located on the premises will be appraised by a qualified appraiser and the Husband will pay to the Wife one-half of the amount the appraisal when the equipment is sold, but not longer than thirty (30) days from the date of this Agreement. Each party shall equally share the cost of the appraisal.

11. Pursuant to agreement the Husband has heretofore rented the barn on the farm property for a monthly rental of Three Hundred ($300.00) Dollars. The Husband is to pay the Wife One Hundred Fifty ($150.00) Dollars per month beginning March, 1978 and to continue until the payment of the $90,000.00 to the said Wife (see Item #9).

12. The Husband agrees to contribute the sum of Two Thousand ($2,000.00) Dollars towards the Wife's counsel fee. Said sum is to be paid within fourteen (14) days from the execution of this Agreement. The Husband further agrees to pay whatever court costs, including the cost of the Examiner-Master, that may be assessed against either of the parties for any action pending or brought in any court of competent jurisdiction for divorce.

13. Except for the payments and transfers hereinbefore or hereinafter provided, the Wife hereby releases and surrenders any and all rights to any claim against the Husband, his property, estate, personal representatives and assigns, for support or maintenance, and agrees that she has not since August 23, 1977, and not at any time hereafter contract or incur or cause to be incurred any debts or liabilities for which the Husband or his estate shall

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BALTIMORE, MD. 21228
PHONE 747-2900

or may be liable.

14. Except for the payments and transfers hereinbefore or hereinafter provided, the Husband hereby releases and surrenders any and all rights to any claim against the Wife, her property estate, personal representatives, and assigns, for support or maintenance, and agrees that he has not since August 23, 1977, and will not at any time hereafter contract or incur or cause to be incurred any debts or liabilities for which the Wife or her estate shall or may be liable.

15. With the approval of any court of competent jurisdiction in which any divorce proceeding may be instituted now or at any time in the future, this Agreement shall be incorporated in any decree of divorce which may be passed by the said court. In the event the court shall fail or decline to incorporate this Agreement or any provisions thereof, in said decree, then, in that event, the parties for themselves and their respective heirs, personal representatives and assigns agree that they will nevertheless abide by and carry out all the provisions hereof. This Agreement and all its provisions are not subject to revision or modification by any Court as to the property rights or personal rights between the parties hereto (it being understood that custody, visitation and child support are always open items with the courts).

16. No representations, warranties, assurances or promises have been made by either party as an inducement to enter into this Agreement other than those herein set forth and this Agreement contains all the terms and conditions of the contract between the parties. There can be no modification of this Agreement, no waiver of any provisions thereof, rights hereunder, conditions herein or releases for any obligation imposed hereby, except by written instrument, duly executed.

17. The parties hereto declare that they fully understand

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BALTIMORE, MD. 21228
PHONE 747-2900

all the terms and provisions of this Agreement; that each has been advised of his respective legal rights and liabilities, that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns and all persons claiming by or through them.

18. That there is no other personal or real property to be distributed or considered between the parties hereto, including bonds, stock, Government bonds, life insurance, bank accounts or other assets except only as described or mentioned in this Agreement. That all funds and deposits with any financial institutions and any property in the sole name of either party hereto shall and remain his or her sole property without any claim of the other party, their heirs or assigns - this to include the motor vehicles that have been and are in the sole name of the said Husband.

19. This Agreement shall be construed and interpreted under the laws of the State of Maryland.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS:

Elaine Johnson (SEAL)
ELAINE JOHNSON

(SEAL)
ROBERT JOHNSON

STATE OF MARYLAND, Baltimore County, to wit:

I HEREBY CERTIFY that on this 25th day of April, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared ELAINE JOHNSON, one of the parties to the aforegoing Agreement and she acknowledged the same to be her act; and she also made oath in due form of law that the matters and facts set forth in the Agreement with respect to the separation of the parties is true and correct, to the best of her information, knowledge and belief, under the penalties of perjury. / AS WITNESS, my hand and Notarial Seal.

Notary Public

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ATTORNEY AT LAW
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BALTIMORE, MD. 21228
PHONE 747-2900

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BALTIMORE, MD. 21228
PHONE 747-2900

STATE OF MARYLAND, Baltimore County, TO WIT:

I HEREBY CERTIFY that on this 25 day of April, 1978, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared ROBERT JOHNSON, one of the parties to the aforegoing Agreement and he acknowledged the same to be his act; and he also made oath in due form of law that the matters and facts set forth in the Agreement with respect to the separation of the parties is true and correct to the best of his information, knowledge and belief, under the penalties of perjury.

AS WITNESS, my hand and Notarial Seal.

Notary Public

BARBARA JEAN OGLINE	:	No. 15593 Equity
Plaintiff	:	in the
vs	:	Circuit Court
CHARLES RAY OGLINE	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 7th day of March, Nineteen Hundred and Seventy-nine, that the above-named Plaintiff, Barbara Jean Ogline, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Charles Ray Ogline; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

E. O. Marshall
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
MAR 7 4 24 PM '79

CLERK

CARL ALLEN TAWNEY	:	No. 15590 Equity
Plaintiff	:	in the
vs	:	Circuit Court
KIMBERLY ANN TAWNEY	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 7th day of March, Nineteen Hundred and Seventy-nine, that the above-named Plaintiff, Carl Allen Tawney, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Kimberly Ann Tawney; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

E. O. Marshall
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
MAR 7 4 26 PM '79

CLERK

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 15th day of April, 1978, between DAVID B. CORBIN, hereinafter referred to as the "Husband", and DIANE V. CORBIN, hereinafter referred to as the "Wife".

EXPLANATORY STATEMENT

The parties were lawfully married in Carroll County, Maryland, by a religious ceremony on the 6th day of January, 1973. No children were born as a result of the said marriage. Differences have arisen between the parties, and as of July 26, 1977, they have been separated and living separately and in separate abodes, without cohabitation. It is the mutual desire of the parties to this Agreement to formalize the said separation; to provide for the orderly settlement of their respective property rights; and to settle other matters growing out of their marital relation.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, said parties hereby covenant and agree as follows:

1. SEPARATION. The parties having heretofore separated have been living separate and apart from one another in separate abodes without cohabitation since July 26, 1977, and they hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, or endeavor in any way to exercise any marital control or rights over the other, or

Case No 15507 EQ
Pltff/State
EXHIBIT NO 1
Deft
For ID
For Evid. 1/8/79 WJM

DIANE V. CORBIN	:	No. 15507 Equity
Plaintiff	:	in the
vs	:	Circuit Court
DAVID B. CORBIN	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 13th day of April, Nineteen Hundred and Seventy-nine, that the above-named Plaintiff, Diane V. Corbin, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, David B. Corbin; and

It is further ADJUDGED, ORDERED and DECREED that the pertinent parts of the Separation and Property Settlement Agreement by and between the parties hereto, dated April 15, 1978 and filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that the name of the Plaintiff, Diane V. Corbin, be and the same is hereby changed to Diane Vivian Terry, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Defendant pay the costs of this proceeding.

Judge

to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective ways fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows.

2. MUTUAL RELEASE. With the exception of any claims for the full and faithful performance of this Agreement and any part thereof, and causes of action for divorce or separation, if any, each party has remised, released and forever discharged and by these presents does for himself or herself, and his or her heirs, legal representatives, personal representatives 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.

3. WAIVER OF CLAIMS AGAINST ESTATES. 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 each of the parties hereto, for himself or herself, and for his or her heirs, legal representatives, personal representatives and assigns, hereby waive any right or 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 State of Maryland or any other state or territory of the United States, or any foreign country, and renounces and releases all interest, right or claim of right of dower, or

otherwise, that he or she now has or might otherwise have against 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, personal representatives and assigns, execute, acknowledge and deliver any and all deeds, releases, or any other instruments necessary to bar, release or extinguish such interests, rights and claims, or which may be need 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 personal representative of the other party's estate.

4. ALIMONY. Each party hereby agrees to waive any right he or she may have as to alimony both temporary and permanent.

5. PERSONAL PROPERTY. The Husband and Wife have heretofore divided their personal property between themselves and are satisfied that the division is fair and proper except that the Wife will turn over to the Husband upon the signing of this Agreement one Christmas plant.

6. BANK ACCOUNTS. During the marriage, the parties had two (2) accounts at Westminster Trust Company, two (2) accounts at Augusta Savings and Loan Association, one (1) savings certificate at Augusta Savings and Loan Association and one (1) account at Carroll County Bank and Trust Company. It is agreed between the parties that the savings certificate and the two accounts at Augusta Savings and Loan Association are the sole property of the

to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective ways fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows.

2. MUTUAL RELEASE. With the exception of any claims for the full and faithful performance of this Agreement and any part thereof, and causes of action for divorce or separation, if any, each party has remised, released and forever discharged and by these presents does for himself or herself, and his or her heirs, legal representatives, personal representatives 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.

3. WAIVER OF CLAIMS AGAINST ESTATES. 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 each of the parties hereto, for himself or herself, and for his or her heirs, legal representatives, personal representatives and assigns, hereby waive any right or 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 State of Maryland or any other state or territory of the United States, or any foreign country, and renounces and releases all interest, right or claim of right of dower, or

otherwise, that he or she now has or might otherwise have against 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, personal representatives and assigns, execute, acknowledge and deliver any and all deeds, releases, or any other instruments necessary to bar, release or extinguish such interests, rights and claims, or which may be need 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 personal representative of the other party's estate.

4. ALIMONY. Each party hereby agrees to waive any right he or she may have as to alimony both temporary and permanent.

5. PERSONAL PROPERTY. The Husband and Wife have heretofore divided their personal property between themselves and are satisfied that the division is fair and proper except that the Wife will turn over to the Husband upon the signing of this Agreement one Christmas plant.

6. BANK ACCOUNTS. During the marriage, the parties had two (2) accounts at Westminster Trust Company, two (2) accounts at Augusta Savings and Loan Association, one (1) savings certificate at Augusta Savings and Loan Association and one (1) account at Carroll County Bank and Trust Company. It is agreed between the parties that the savings certificate and the two accounts at Augusta Savings and Loan Association are the sole property of the

wife and the Husband waives all claims thereto and that the two (2) accounts at Westminster Trust Company and the one (1) account at Carroll County Bank and Trust Company are the sole property of the Husband and the Wife waives all claims thereto.

7. BILLS OF THE PARTIES. The Husband agrees to pay the following bills of the marriage:

Local BankAmericard	$440.00 (approximately)
Florida BankAmericard	275.00 (approximately)

The Wife agrees to pay the following bills of the marriage:

Carroll County Bank & Trust	$550.00 (approximately)
Leggett's Dept. Store	60.00 (approximately)

With respect to all bills mentioned herein, each party agrees to hold the other harmless and indemnify the other against any and all liability in connection with such of said bills and debts as her or she is obligated to pay hereunder. Both parties agree not to pledge the credit of the other or incur any debt or obligation which may be chargeable to the other.

8. COUNSEL FEE. The Husband will pay One Hundred Fifty Dollars ($150.00) to Stanley M. Hellman, Esquire, counsel for the Wife, with the clear understanding that the payment of this sum represents the Husband's entire obligation for counsel fees both in connection with the negotiation and preparation of the Separation Agreement as well as any subsequent divorce action. Said counsel fee will be paid upon the execution of this Agreement.

9. COURT COSTS. The Husband agrees to pay all Court costs involved in any subsequent proceeding for divorce between

the parties, regardless of which party institutes the action.

10. JOINT INCOME TAX RETURNS. The parties may execute and file joint State of Maryland and Federal income tax returns for the year 1977 and for any subsequent year during which they shall be Husband and Wife and entitled, under the applicable laws and regulations, to file joint tax returns, if such filing is to the mutual benefit of the parties. Any refund due or tax payable shall be divided in proportion to the adjusted gross income attributable to each party.

11. INCORPORATION. It is further agreed, subject to the approval of a Court in which a divorce proceeding may be filed, that this Agreement shall be filed and received among the papers in the divorce proceeding, and that the terms and provisions hereof shall, in whole or by reference, be incorporated and made a part of any decree that may be passed.

12. ADDITIONAL INSTRUMENTS. Each of the parties hereto agrees further that at any time and from time to time to make, execute and deliver all instruments necessary to effectuate the provisions of this Agreement.

13. SITUS. This Agreement shall be interpreted according to the laws of the State of Maryland.

14. COUNSEL. Each party has been fully informed as to the contents of this Agreement. Each party has had independent advice by counsel of his or her own selection. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any repre-

sentations other than those expressly set forth herein.

15. COUNTERPARTS. This Agreement shall be executed in triplicate each of which so executed shall be deemed an original and shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals and initialed each page of this Agreement on the day and year first above written.

Witness _____ DAVID B. CORBIN _____ (SEAL)

Witness _____ DIANE V. CORBIN _____ (SEAL)

STATE OF MARYLAND, , to wit:

I HEREBY CERTIFY, That on this 15th day of April, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Carroll aforesaid, personally appeared DAVID B. CORBIN, and having made oath in due form of law, he acknowledged the aforegoing Separation Agreement to be his voluntary act and deed.

As Witness my hand and Notarial Seal.

_____
Notary Public

STATE OF MARYLAND, , to wit:

I HEREBY CERTIFY, That on this 16th day of April, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore

aforesaid, personally appeared DIANE V. CORBIN, and having made oath in due form of law, she acknowledged the aforegoing Separation Agreement to be her voluntary act and deed.

As Witness my hand and Notarial Seal.

_____
Notary Public

LINDA C. FISHER	*	NO. 15529 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
LONNIE R. FISHER	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 13th day of March, 1979, that the Plaintiff, Linda C. Fisher, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, Lonnie R. Fisher, and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the infant child of the parties, Stacey Fisher (born August 13, 1974) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances, all subject to the continuing jurisdiction of this Court, and

It is further ADJUDGED, ORDERED AND DECREED that the Defendant pay unto the Plaintiff the sum of twenty-five dollars ($25.00) per week for the support of the minor child of the parties, subject to the further order of this Court; and

It is further ADJUDGED, ORDERED AND DECREED that the pertinent parts of the separation agreement between the parties dated March 2, 1977 and filed in this cause be and the same are hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

E. A. Wean, Jr.
JUDGE

THIS AGREEMENT, made this 2nd day of March 1977, by and between LONNIE R. FISHER, hereinafter called "Husband" party of the first part, and LINDA C. FISHER, hereinafter called "Wife", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on January 13, 1973, in Hanover, Pennsylvania. One child was born to them as a result of the marriage; namely, STACY N. FISHER, born 8/13/74.

On September 10, 1976, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective rights and all other matters growing out of their marital relation.

NOW THEREFORE, in consideration of $300.00 payable at $25.00 per week for twelve (12) weeks by the Husband to the Wife and of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention

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SUITE 3505
222 SAINT PAUL PLACE
BALTIMORE, MD. 21202
727-6633

For Evid. 1-29-79
Case No 15529
Pltff/State
Deft
EXHIBIT NO 2

of terminating the marriage, and having done so since September 10, 1976, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Each of the parties transfers and assigns unto the other all of their respective right, title and interest in and to such of the household furniture, equipment, ornaments, linens, china, silverware and other household chattels which the parties now have in their respective possession.

4. The Wife agrees that the 1973 Ford Pickup Truck, Serial No. F10YCS049946, is to become the sole and absolute property of the Husband. The Wife shall execute the title and all other necessary documents to accomplish this transfer and the Husband hereby agrees to indemnify and hold the Wife harmless from any claim or action or collection efforts by the Note holder, if any, for the balance of the purchase price, if any.

5. The Husband agrees that the 1966 Ford Mustang, Serial No. 6T09C181084 4, is to become the sole and absolute property of the Wife. The Husband shall execute the title and all other necessary documents to accomplish this transfer.

6. The Husband agrees that the 1968 Charlet Huntington Mobile Home, Serial No. 602-787, is to become the sole and absolute property of the Wife. The responsibility for the balance of the purchase price on the Note shall become the responsibility of the Husband. The Husband shall execute the title and all other necessary documents to accomplish this transfer and the Husband

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hereby agrees to indemnify and hold Wife harmless from any claim or action or collection efforts by the Westminster Trust Company, who is the Note holder for the balance of the purchase price.

7. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

8. The Husband agrees to assume and pay all outstanding obligations executed jointly by Husband and Wife up to the date upon which the parties shall separate and more specifically: Sears, Account No. 5430465516890, the balance being more or less $665.21.

9. The Husband agrees that the Wife shall have the care, custody, and control of the minor child of the parties hereto, namely, Stacy N. Fisher, provided that the said minor child be reasonably and properly cared for and educated. The parties further agree that there shall be reasonable rights of visitation in order that the Husband shall see and visit the child and that the child may see and visit the Husband.

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It is understood and agreed that neither party shall come to the premises of the other for visitation without a prior telephone call or other arrangement. Husband and Wife agree to keep each other advised of their address and of any changes of their address.

Husband agrees to pay to the Wife the sum of Twenty-five Dollars ($25.00) per week child support for the support and maintenance of the said minor child so long as the minor child is in the custody of the Wife until such child reaches the age of 18 years, dies, marries or becomes self-supporting, whichever shall first occur.

10. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

11. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Separation Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

12. Except for the right, which each of the parties hereby respectively reserves to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have

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against the other and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's right of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

13. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancelation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

14. In order to effectuate the covenants and agreements of the parties hereto as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and

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lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth.

15. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof.

16. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

17. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

18. This Agreement shall be interpreted in accordance

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with and controlled by the law of the State of Maryland.

As witness the hands and seals of the parties hereto the day and year first hereinbefore written.

David L. Browning — Witness
Lonnie R. Fisher (SEAL) — LONNIE R. FISHER

L. Awalt Weller — Witness
Linda C. Fisher (SEAL) — LINDA C. FISHER

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 5th day of July, 1976, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared LONNIE R. FISHER, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS my hand and Notarial Seal.

David L. Browning
NOTARY PUBLIC

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ County of Carroll, to wit:

I HEREBY CERTIFY that on this 2nd day of March, 1976, before me, the subscriber, a Notary Public of the State and ~~City~~ County aforesaid, personally appeared LINDA C. FISHER, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are ture and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS my hand and Notarial Seal.

L. Awalt Weller
NOTARY PUBLIC

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& KNIGHT
ATTORNEYS AT LAW
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ADDENDUM

This Addendum made this 20th day of March, 1977 by and between LONNIE R. FISHER hereinafter called "Husband" party of the first part and LINDA C. FISHER, hereinafter called "Wife" party of the second part.

WHEREAS the parties hereto, on the date first above written have deemed it in their best interests to enter into a Separation Agreement.and,

WHEREAS the parties further agreed that said Separation Agreement shall be modified as follows:

9(a) "Husband further agrees to be responsible for maintaining suitable health insurance in favor of the minor child of the parties, and further agrees to pay all medical bills in excess of the insurance coverage until the minor child reaches the age of 18, becomes self-supporting, dies or otherwise becomes emancipated which ever first occurs.

As witness the hands and seals of the parties hereto the /ay and year first hereinbefore written.

David L. Brauning — Lonnie R. Fisher (SEAL)
Witness — LONNIE R. FISHER

Witness — Linda C. Fisher (SEAL)
LINDA C. FISHER

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 5th day of July, 1977, before me, the subscriber, a Notary Public of the state and City aforesaid, personally appeared LONNIE R. FISHER, and made oath in due form of law that the matters and facts set forth in the aforegoing Addendum are true and correct as therein set forth and he acknowledge said Addendum to be his act.

Witness my hand and Notarial Seal.

DAVID L. BRAUNING NOTARY PUBLIC TALBOT COUNTY, MD.

David L. Brauning
Notary Public

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STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Carroll County, to wit:

I HEREBY CERTIFY that on this 20th day of March, 1977, before me, the subscriber, a Notary Public of the State and ~~City~~ County aforesaid, personally appeared LINDA C. FISHER and made oath in due form of law that the matters and facts set forth in the aforegoing Addendum are true and correct as therein set and she acknowledge the aforegoing Addendum to be her act.

Witness my hand and Notarial Seal.

L. AMALT WELLER NOTARY PUBLIC CARROLL CO., MD.

Notary Public

DAVID L. FOX	:	No. 15438 Equity
Plaintiff	:	in the
vs	:	Circuit Court
DORIS L. FOX	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 21st day of March, Nineteen Hundred and Seventy-nine, that the above-named Plaintiff, David L. Fox, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Doris L. Fox; and

It is further ADJUDGED, ORDERED and DECREED that the Stipulation and Agreement by and between the parties hereto, dated January 25, 1979 and filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff pay to the Defendant the sum of $150.00 per month, as set out in said Stipulation and Agreement, as permanent alimony until the remarriage of the Defendant or until the death of either the Plaintiff or the Defendant; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff pay the sum of $500.00 for counsel fee of Robert S. Rody and Rody and Rody, Chartered, attorneys for Defendant, which is also set out in said Stipulation and Agreement; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Judge

DAVID L. FOX	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR CARROLL COUNTY
DORIS L. FOX	*	IN EQUITY
Defendant	*	84A/222/46070A

* *

STIPULATION AND AGREEMENT

Subsequent to the approval of this Honorable Court, in the event a decree of absolute divorce shall be passed herein for good cause shown, it is hereby stipulated and agreed by and between the parties hereto as follows:

1. David L. Fox shall pay to Doris Fox directly, beginning December 18, 1978, the sum of $150.00 per month as permanent alimony until he dies, she dies or she remarries.

2. David L. Fox shall deposit with Richard V. Boswell, Esquire, his attorney and Robert S. Rody, Esquire, the attorney for Doris L. Fox, the sum of $1,800.00 as an escrow or security fund. It shall be deposited in an interest bearing savings account in a bank or savings and loan association in the State of Maryland subject to the order of both attorneys, said sum to be used to pay the alimony due Doris L. Fox herein, in the event it is not paid within two weeks of the due date for such payment. This security fund shall remain in effect so long as the residence of Mr. Fox is outside of the State of Maryland, or until she dies or remarries, providing that any arrears in alimony due her shall first be paid her therefrom.

3. David L. Fox shall pay to Robert S. Rody and Rody and Rody, Chartered, the sum of $500.00 as a counsel fee for representing Doris L. Fox in these proceedings.

4. David L. Fox shall pay all court costs taxable herein.

Law Offices
Rody & Rody, Chartered
Baltimore, Maryland 21208
336 St. Paul Place

JOHN W. DOOLEY	:	No. 15291 Equity
Plaintiff	:	in the
vs	:	Circuit Court
HARRIETT E. DOOLEY	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 22nd day of March, Nineteen Hundred and Seventy-nine, that the above-named Plaintiff, John W. Dooley, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Harriett E. Dooley; and

It is further ADJUDGED, ORDERED and DECREED that the guardianship and custody of Daryl Dooley, Brenda Dooley, and Michael Joe Dooley, the minor children of the parties hereto, be and it is hereby awarded unto the Defendant, Harriett E. Dooley, with the right unto the Plaintiff, John W. Dooley, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the pertinent parts of the Agreement by and between the parties hereto, dated October 28, 1978 and filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff pay direct unto the Defendant the sum of $50.00 per month per child, for a total of $150.00 per month, as set out in said Agreement, toward the support of the minor children of the parties, subject to the further Order of this Court; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

E. A. Wean Jr.
Judge

WITNESS the hands and seals of the parties hereto this 25th day of January, 1978.

Witness:

Roger L. Thomas

DORIS L. FOX [SEAL]

David L. Fox [SEAL]
DAVID L. FOX

RODY & RODY, CHARTERED
BALTIMORE, MARYLAND 21202
336 St. Paul Place

1521

A G R E E M E N T

THIS AGREEMENT, made this 28 day of October, Nineteen Hundred and Seventy-eight, by and between JOHN W. DOOLEY, of Carroll County, State of Maryland, "Husband", and HARRIETT E. DOOLEY, of Chesapeake County, Commonwealth of Virginia, "Wife."

Husband and Wife do agree as follows:

1. That the parties were married by religious ceremony in Frederick County, Maryland, on the 23rd day of February, 1956.

2. That six children were born of this marriage; namely, Lonnie Dooley, Ricky Dooley, Denise Dooley, Daryl Dooley, Brenda Dooley, and Michael Dooley.

3. That Lonnie Dooley, Ricky Dooley, and Denise Dooley are either emancipated or have reached their majority.

4. That Daryl Dooley, Brenda Dooley, and Michael Dooley are minor children in the custody of the Wife.

5. That the Wife agrees to accept as child support the sum of $150.00 per month, said child support to be reduced by $50.00 per month upon Daryl Dooley reaching the age of eighteen, by $50.00 per month upon Brenda Dooley reaching the age of eighteen, and to be extinguished upon Michael Dooley reaching the age of eighteen. In the event either of said three children should die before attaining the age of eighteen, the child support will be reduced as though said child had attained the age of eighteen.

6. That the parties did separate on or about July 12, 1974, and have lived separate and apart without cohabitation as man and wife from that date until the present time.

WITNESS the hand and seal of each of the parties hereto.

WITNESS — JOHN W. DOOLEY (SEAL)

WITNESS — HARRIETT E. DOOLEY (SEAL)

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 28 day of October, 1978, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN W. DOOLEY, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Agreement are true.

AS WITNESS my hand and Notarial Seal.

Notary Public - Commission expires ~~[illegible]~~ 7-1-82

~~My Commission Expires January 27, 1981~~

COMMONWEALTH OF VIRGINIA, COUNTY OF Chesapeake, to-wit:

I HEREBY CERTIFY that on this 17 day of Oct, 1978, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared HARRIETT E. DOOLEY, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Agreement are true.

AS WITNESS my hand and Notarial Seal.

Notary Public - Commission expires

Sworn to and Subscribed Before Me this 17 day of Oct 19 78

My Commission Expires January 27, 1981

CLAUDE S. ARCHER
Plaintiff

vs.

BARBARA L. ARCHER
Defendant

No. 15198 Equity

In the Circuit Court

for Carroll County

AMENDED ORDER

By prior Order of this Court ~~dated~~ ~~the~~

Claude S. Archer

was Ordered to pay to the Clerk of the Circuit Court ~~the sum of $~~ ~~per~~ for the support of his minor child(ren). Said payments were to be transmitted to

Barbara L. Archer

Pursuant to the provision of Chapter 885, Acts of 1978 and Executive Order 01.01.1978.10 (Domestic Support Orders), providing for the transfer of the responsibility for the collection and disbursement of Domestic Support payments to the Bureau of Support Enforcement of the Department of Human Resources,

It is, this 3rd day of April, 1979, ORDERED, by the Circuit Court for Carroll County, sitting in Equity, that support payments made by ~~the~~ Claude S. Archer ~~after~~ shall be made payable to the Bureau of Support Enforcement and mailed to the Carroll County Department of Social Services, 95 Carroll Street, Westminster, Maryland 21157, for transmission as stated above.

Associate Judge

cc: Plaintiff
Defendant
State's Atty.
Carroll Co. Dept. of Social Services (Attn.: Mrs. Breeden)

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
APR 3 11 26 AM '79

CLERK

DIANE G. EVANS 6618 Marvin Avenue Sykesville, Maryland 21784	*	IN THE
	*	CIRCUIT COURT
Complainant	*	FOR
vs.	*	CARROLL COUNTY
GEORGE EVANS, JR. 6618 Marvin Avenue Sykesville, Maryland	*	IN EQUITY
Respondent	*	15121/28/152

* * * * * * *

ORDER OF DISMISSAL

Upon the aforegoing Motion of the Complainant to Dismiss the Complainant's Bill of Complaint for Divorce a Mensa Et Thoro, it is, this 21st day of November, 1978, by the Circuit Court for Carroll County in Equity,

ORDERED, that the Complainant's Bill of Complaint for Divorce A Mensa Et Thoro be and it is hereby dismissed without prejudice.

Judge

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CARROLL CO., MD.
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CLERK

JOAN KERSHNER	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
VAN KERSHNER	*	CARROLL COUNTY
Defendant	*	EQUITY NO. 15204

******** ********

OPINION AND DECREE

This case involves cross bills of complaint, each asking for a divorce a *vinculo matrimonii*. Mrs. Joan Kershner alleges that her husband, Mr. Van Kershner, has treated her cruelly and viciously, thereby justifying her desertion in September of 1977. She requests that the Court award her custody of the minor children, child support and permanent alimony. Mr. Kershner, on the other hand, alleges that she deserted him in September of 1977 without justification. He agrees that Mrs. Kershner is best suited to have custody of the minor children. Both parties agree that there is no reasonable hope of reconciliation.

The Kershners were married on November 16, 1957 in a religious ceremony in Salem, New Jersey. They have lived in Maryland for at least the past eighteen (18) years. They have three children; Abby, born June 21, 1960; Laura, Born May 16, 1962; and Phillip, born June 14, 1964. Laura and Phillip presently reside with their mother. Mr. Kershner has been employed by the Western Maryland Railroad for the past eighteen (18) years and presently makes eight ($8.00) dollars per hour. He works about forty (40) hours per week. Mrs. Kershner presently works at Martin's Bridal Shop where she is paid three ($3.00) dollars per hour. She works about thirty (30) hours per week. Prior to that she had held a CETA job with the Eldersburg public library for approximately two months. Other than these two jobs, she has not been employed since her marriage. She has no significant marketable skills.

The pattern of conduct which allegedly justified Mrs. Kershner's desertion constitutes the main area of dispute in this case. She testified generally that Mr. Kershner physically abused her on various occasions beginning sometime in the summer of 1976. (It is agreed that she moved into the basement about that time and that the parties have not had sexual relations since that time.) She could remember three specific instances of violence, two of which were corroborated by her children.

The first corroborated incident occurred in November of 1976. Mr. Kershner, in front of their daughter, Abby, pushed her down and kicked her. Although Mr. Kershner said that he missed her with his foot and hit the commode instead, the Court believes Mrs. Kershner and Abby.

The second corroborated incident occurred in January of 1977. On that date Mr. Kershner threw her against a wall, knocking her unconscious. Mr. Kershner denied this. He said he was making amorous advances toward his wife while she was ironing and tripped over the cord to the iron, thereby knocking his wife into the wall. The Court does not believe Mr. Kershner's account. His credibility is questioned because his version of the two corroborated incidents contradict the versions given by Mrs. Kershner and the children. He testified that he only struck his wife when she struck him but Abby testified that Mrs. Kershner did not strike him on the night he pushed her down and kicked her. Also, he testified that he was down on the floor with his wife when the children came upstairs on the night that his wife hit the wall. Both Laura and Phillip contradicted this testimony. They said that he was standing within five to ten feet of Mrs. Kershner when they arrived and one of them said that their father said that Mrs. Kershner was not really hurt but was faking it.

The evidence generally established a home situation that could not have been very pleasant for either party or their children. After January of 1977 Mrs. Kershner, according to her own testimony and that of her husband and children, avoided contact with her husband as much as possible. She said it was because she feared him and Abby agreed with this assessment of the home situation. There was testimony indicating that Mrs. Kershner considered leaving with the children soon after the January, 1977 incident but that, due to financial difficulties and difficulty in finding a landlord who would rent to a three teenager family,[1] she was unable to leave until September of 1977.

The issue in this case is whether or not grounds for constructive desertion existed. In *Murphy v. Murphy*, 248 Md. 455, the Court of Appeals discussed the proof necessary to establish constructive desertion at page 460:

> Even though the cruelty required in a constructive desertion case may be less than a case wherein an a mensa decree is sought on the grounds of cruelty, yet, the objectionable conduct still must be such as to render continuation of the marital relationship impossible, if the complaining spouse is to preserve his or her health, safety or self respect. Obviously, for such a situation to exist, there must be a pattern of persistent conduct which is detrimental to the safety or health of the complaining spouse, or so demeaning to his or her self-respect as to be intolerable. (citations omitted)

The Court finds that Mrs. Kershner and her children, by their testimony, have established grounds for constructive desertion and, therefore, will grant Mrs. Kershner a divorce *a vinculo matrimonii*. It was proven to the satisfaction of the Court that there was a pattern of persistent conduct which was detrimental to the safety of Mrs. Kershner. Her testimony in this regard was adequately corroborated by her children. Further, the Court finds that there was no evidence that Mrs. Kershner condoned her husband's conduct. See *Moore v. Moore*, 36 Md. App. 696. In

[1] Abby lived at home at that time.

short, the Court is satisfied from the evidence that Mr. Kershner constructively abondoned Mrs. Kershner, that such abandonment has continued uninterruptedly for at least twelve months, and that it is deliberate and final and is beyond any reasonable expectation of reconciliation. It follows that Mr. Kershner's cross bill based on desertion is without merit and, therefore, it will be denied.

The custody of the two minor children, Laura and Phillip, will be awarded to Mrs. Kershner. Both parties desire this and there was ample testimony of Mrs. Kershner's fitness as a parent.

On the issue of child support, the Court has considered Mr. Kershner's financial condition and the needs of his two teenage children, and concludes that a child support payment of $ 40.00 per week per child is just and reasonable.

On the issue of alimony, the Court finds that Mrs. Kershner's income is insufficient to care for her needs. See Article 16, §5, Annotated Code of Maryland. As indicated earlier, she makes only $90.00 per week and has no significant marketable skills while Mr. Kershner makes approximately $320.00 per week and has, from all indications, a secure job with ample benefits. The marriage lasted approximately twenty-one (21) years during which time Mrs. Kershner worked very little outside the home but made a significant contribution to the marriage as a homemaker.

Two additional pieces of evidence deserve mention in connection with the Court's award of child support and alimony. Both parties introduced expense sheets (See Plaintiff's Exhibit No. 1 and Defendant's Exhibit No. 1). The Court has considered these in light of the parties' testimony relating to them.

Finally, the award *vel non* of counsel fees and costs must be considered. The Court is of the opinion that Mrs. Kershner

PAUL M. WHEELER, JR.	:	No. 14863 Equity
Plaintiff	:	in the
vs	:	Circuit Court
CATHY LYNN WHEELER	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 27th day of March, Nineteen Hundred and Seventy-nine, that the above-named Plaintiff, Paul M. Wheeler, Jr., be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Cathy Lynn Wheeler; and

It is further ADJUDGED, ORDERED and DECREED that the pertinent parts of the Separation Agreement by and between the parties hereto, dated September 7, 1977 and filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

E. A. Niant Jr.
Judge

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CIRCUIT COURT
CARROLL CO., MD.
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CLERK

is entitled to an award of counsel fees and finds that $300.00 is a fair and reasonable fee for services rendered. Also costs will be assessed against Mr. Kershner.

Accordingly, it is this 23 day of March, 1979, ORDERED, ADJUDGED and DECREED by the Circuit Court for Carroll County, sitting in Equity, that Joan Kershner be divorced a *vinculo matrimonii* from Van Kershner; and

It is further ORDERED, ADJUDGED and DECREED that the custody of their two minor children, Laura and Phillip, is granted to Joan Kershner; and

It is further ORDERED, ADJUDGED and DECREED that the Defendant, Van Kershner, shall pay for the support and maintenance of the two minor children, Laura and Phillip, the sum of $40.00 per week, per child. Said payments to be made payable to the Bureau of Support Enforcement and mailed to the Carroll County Department of Social Services, 95 Carroll Street, Westminster, Maryland 21157, for transmission to Joan Kershner, and that Van Kershner shall pay to the Bureau of Support Enforcement, the sum of 25 cents ($.25) with each payment as a service charge.

It is further ORDERED, ADJUDGED and DECREED that alimony in the amount of $50.00 per week be paid by Van Kershner to Joan Kershner.

It is further ORDERED, ADJUDGED and DECREED that Van Kershner pay a counsel fee of $300.00 to Ralph T. Uebersax, and

It is further ORDERED, ADJUDGED and DECREED that the costs of this proceeding, as assessed by the Clerk of the Court, be paid by Van Kershner.

SEPARATION AGREEMENT

THIS AGREEMENT made this 7th day of ~~August~~ Sept., 1977, by and between PAUL M. WHEELER, JR., hereinafter referred to as the "Husband," and CATHY LYNN WHEELER, hereinafter referred to as the "Wife."

WITNESSETH:

WHEREAS, the parties hereto are husband and wife, having been lawfully married to each other on June 2, 1973, in Carroll County, Maryland; in a Religious ceremony, and,

WHEREAS, the parties hereto have been residents of the State of Maryland since that date; and,

WHEREAS, there have been no children born as a result of this marriage; and,

WHEREAS, certain marital difficulties and differences have arisen between the parties, as a result of which they have mutually and voluntarily agreed to live separate and apart and so separated on July 11, 1977, with the intent to terminate the marriage; and,

WHEREAS, it is the mutual desire of the parties hereto to make a permanent, complete and final adjustment of all of their property and legal rights of every and all nature whatsoever; and,

WHEREAS, the wife is not represented by an attorney, as she does not desire such representation; and

WHEREAS, the parties hereto have read, and fully understood this Agreement.

Case No. 14863 EQ
Pltff/State
EXHIBIT NO. 1
Deft
For ID
For Evid. 2/5/79 WJM

Case No. 14863 Eq
Pltff/State
EXHIBIT NO. 1
Deft
For ID
For Evid. 12/5/77 WJM

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties in the undertakings herein contained and for other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby mutually agreed, as follows:

1. Husband and wife will live separate and apart, each at such place of residence as he or she may freely choose, free from all interference, authority and control, direct or indirect, by the other party, as fully as if each party were unmarried.

2. Neither party will molest or interfere with the other party in any manner or at any time, nor will either party compel or attempt to compel the other party to cohabit or dwell with him or her. Neither party will communicate with the other party without the other party's free consent, except to effectuate fully the separation of the parties and this Agreement.

3. Each of the parties hereto waives and releases, and renounces any and all of the rights of inheritance, statutory right of election as surviving spouse, and right of testementary administration, and to take, claim, demand and receive any share or part of the estate of the other party hereto, and from claims or interests whatsoever in any property, real, personal, or mixed, which the said parties hereto may own now, or at any time hereafter, hold or acquire any interest whatsoever in, either by devise, bequest, purchase or otherwise.

4. The wife hereby agrees and covenants not to incur any liabilities on the part of the husband, nor to pledge his credit and that she will hold said husband free and harmless from any

liability by reason of any obligation incurred by said wife since the separation of the parties hereto, and from any other obligations incurred without the knowledge and consent of said husband, and said husband agrees and covenants not to incur any liabilities by reason of any obligation incurred by said husband and from any other obligations incurred without the knowledge and consent of said wife.

5. The wife hereby agrees and covenants to pay the balance due Westinghouse Credit Corporation on the master bedroom set which she has in her possession, and she will hold said husband free and harmless from any liability on said account.

6. The husband hereby covenants and agrees to pay the balance due on The American Express Charge and the Sears charge incurred prior to their separation on July 11, 1977, and he will hold said wife free and harmless from any liability on said account.

7. The wife covenants and agrees to pay the fees of her own counsel and releases the husband from any obligation to pay any counsel fees for any services rendered to her, whether past, present or future in any divorce proceeding hereinafter instituted, and the husband further covenants and agrees to pay the fees of his own counsel and releases the wife from any obligation to pay any counsel fees for any services rendered to him, whether past, present or future in any divorce proceeding hereinafter instituted, and the husband further covenants and agrees to pay the court costs, including the fees of the Examiner Master, if any, in any divorce proceeding hereinafter instituted.

8. The parties have reached an equitable division of the furniture and household items and all other articles of personal property, personal clothing, adornments and accessories to their mutual satisfaction. From and after the date of the execution of this Agreement each of the parties shall own, have, possess 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 him or her, with full power to him or her to dispose of the same as if he or she were unmarried.

9. The husband and wife hereby each release the other from any claim for support, maintenance, alimony or support of any kind for himself or herself, temporarily or permanently.

10. The husband and wife hereby covenant and agree that they shall each file separate income tax returns for the year 1977, and any year thereafter during which the parties remain married to each other, and that each of the parties hereby waives any claim to any income tax refunds that the other party may receive as a result of the separate filings.

11. Nothing herein contained shall be construed to prevent either party from obtaining divorce from the other in any Court of competent jurisdiction, upon grounds which now or may hereafter exist.

12. This Agreement shall not be construed in any measure as a consent to or condonation of a divorce, but this Agreement shall not be a bar to an action for divorce heretofore or hereafter filed.

each signs this Agreement freely and voluntarily, intending that this Agreement shall benefit and be binding upon the parties hereto, and that their respective heirs, assigns, personal representatives and all persons claiming by or through them or any of them.

16. That the parties hereto shall, upon request, execute such further assurances, papers and instruments as may be necessary and proper to carry out the purpose of this Agreement, or any of its provisions.

17. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

WITNESS the hands and seals of the parties hereto, the day and year first above written.

Barbara L McGrath
WITNESS

Paul M Wheeler Jr.
PAUL M. WHEELER, JR.

Barbara L McGrath
WITNESS

Cathy Lynn Wheeler
CATHY LYNN WHEELER

13. With the approval of any Court of competent jurisdiction in which any divorce proceeding may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce or any decree divorcing the parties A Mensa Et Thoro which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all the provisions thereof. It is further agreed that regardless of whether or not said Agreement or any part thereof is incorporated in any such Decree, the same shall not be merged in said Decree, but said Agreement and all terms thereof shall continue to be binding upon the parties hereto and the respective heirs, assigns, and personal representatives.

14. No representations, warranties, assurances, or promises have been made by either party as an inducement to enter into this Agreement other than those herein set forth, and this Agreement contains all the conditions and terms of the contract between the parties. There can be no modifications of this Agreement, no waiver of any provisions hereof, rights hereunder, or conditions herein, or releases of any obligation imposed hereby, except by mutual written agreements.

15. The parties declare that they fully understand all terms and provisions of this Agreement; that each is aware of his or her respective legal rights and liabilities, and that

STATE OF MARYLAND :
: ss
CARROLL COUNTY :
:

I HEREBY CERTIFY, that on this 7th day of ~~August~~ Sept, 1977, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared PAUL M. WHEELER, JR., and he made oath in due form of law that the matters of fact set forth in the aforegoing Agreement as to the mutual and voluntary separation of the parties are true and correct as therein stated, and he acknowledges the foregoing Agreement to be his act.

WITNESS my hand and seal.

BARBARA L. McGRATH NOTARY PUBLIC CARROLL CO., MD.

Barbara L. McGrath
Notary Public, Maryland

MY COMMISSION EXPIRES JULY 1, 1978.

My Commission expires:_____

STATE OF MARYLAND :
:
CARROLL COUNTY :

I HEREBY CERTIFY, that on this 7th day of ~~August~~ Sept, 1977, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared CATHY LYNN WHEELER, and she made oath in due form of law that the matters and facts set forth in the foregoing Agreement as to the mutual and voluntary separation of the parties are true and correct as therein stated, and she acknowledges the foregoing Agreement to be her act.

WITNESS my hand and seal.

BARBARA L. McGRATH NOTARY PUBLIC CARROLL CO., MD.

Barbara L. McGrath
Notary Public, Maryland

MY COMMISSION EXPIRES JULY 1, 1978.

My Commission expires: July 1, 1978

LAYMON E. DELAWDER : No. 15574 Equity
Plaintiff : in the
vs : Circuit Court
SHARON DELAWDER : for
Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 27th day of March, Nineteen Hundred and Seventy-nine, that the above-named Plaintiff, Laymon E. Delawder, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Sharon Delawder; and

It is further ADJUDGED, ORDERED and DECREED that the guardianship and custody of Kerry Quinton Delawder, William Joseph Delawder, and Kenneth James Delawder, the minor children of the parties hereto, be and it is hereby awarded unto the Defendant, Sharon Delawder, with the right unto the Plaintiff, Laymon E. Delawder, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff pay direct unto the Defendant the sum of $15.00 per week per child, for a total of $45.00 per week, toward the support of the minor children of the parties, subject to the further Order of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the pertinent parts of the Separation Agreement by and between the parties hereto, dated March 25, 1977 and filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
MAR 28 10 15 AM '79
CLERK

C. O. Bond Jr.
Judge

THIS SEPARATION AGREEMENT, Made this 23rd day of March, 1977, between LAYMON E. DELAWDER, (hereinafter called the "Husband") of Carroll County, Maryland and SHARON DELAWDER, (hereinafter called the "Wife"), of Baltimore County, Maryland

WITNESSETH:

WHEREAS, the parties hereto were married on December 29, 1962, by a religious ceremony in Ellicott City, Howard County, Maryland, and are husband and wife, respectively, and have heretofore ceased to live together, and

WHEREAS, unfortunate differences have arisen and do now exist between them, making it mutually desirable that they continue to live separate and apart; and

WHEREAS, the parties hereto are the parents of the following minor children, viz:

Kerry Quinton Delawder	Born April 21, 1963
William Joseph Delawder	Born September 15, 1965
Kenneth James Delawder	Born February 6, 1968

for whose future welfare the parties desire to make adequate provision, and

WHEREAS, the parties mutually desire by this Agreement amicably to settle, adjust and determine their joint and several custodial, property and personal rights without prejudice to the rights of either party to institute and prosecute or contest any divorce or separate maintenance proceedings as either of them may hereafter see fit, this Agreement to be a complete and final settlement of any and all rights and interests of every kind and character, present, future, and after death, of each party in the property and estate of the other;

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual covenants herein contained and of other good and valuable consideration, the receipt whereof by the respective parties is hereby acknowledged, it is hereby agreed and covenanted by the parties as follows:

FIRST: Husband and Wife have voluntarily lived separate and apart without cohabitation since August 1975, and each agrees that hereafter they shall continue

voluntarily to live separate and apart without cohabitation for the purpose of terminating the marital relationship.

SECOND: The Husband agrees that the Wife shall have the care, custody and control of the minor children of the parties hereto, viz, the said Kerry Quinton Delawder, William Joseph Delawder and Kenneth James Delawder, and the Wife agrees that the Husband shall have the right of reasonable times to see and visit said minor children and have said children in his company upon reasonable notice to Wife.

THIRD: In consideration of the mutual agreement of the parties voluntarily to live separate and apart and the provisions contained herein for the respective benefit of the parties and other good and valuable considerations, the parties do hereby covenant and agree, and they do by these presents agree to waive any and all claims for alimony, maintenance and support, past, present and future, against each other, it having been explained to them and recognized by them that by the execution of this Agreement, they cannot, at any time in the future, make any claims against the other for alimony, support and maintenance.

FOURTH: The Husband agrees to pay unto the Wife the sum of Fifteen Dollars ($15.00) per week, per child, for an aggrate payment of Forty-Five Dollars ($45.00) per week, for the support and maintenance of the said minor children, said payments to be made in advance weekly, accounting from the date of this Agreement, and to continue during the lifetime of the Husband and so long as the Wife shall retain the custody of the children and shall cease as to each of said children when each of said children becomes self-supporting, marries, dies, reaches the age of eighteen (18) years, upon death of Husband, or when Husband retires and the children are eligible for Social Security benefits due to Husband's age and retirement at which time Husband will be generally liable for the support and maintenance of said minor children.

(a) In addition to any other provision for the support of the minor children of the parties, Husband agrees to carry, keep in force and maintain his current Blue Cross-Blue Shield health and major medical insurance policy, or its equivalent, for

the benefit of the minor children of the parties. Should the aforesaid Policy be terminated for any reason, Husband shall forthwith replace the same by other policies which shall afford equal protection and coverage. The terminal date of Husband's obligation as to each of the said minor children under this b-paragraph shall be the same as provided in the foregoing paragraph FOURTH. In addition, the Husband agrees that so long as he is married to Wife, he will maintain similar coverage for her protection.

(b) In addition, Husband agrees to pay, as the same are incurred, all necessary and reasonable charges for dental services for the said minor children and one-half (½) of all costs for each of the minor children's eyeglasses, including the charges of optometrists, opticians and ophthamologists. If Husband shall fail to pay said dental and eyeglass charges, as aforesaid, Wife shall have the right to pay same, and Husband shall be liable to her for reimbursement in any appropriate action at law or in equity. The terminal date of Husband's obligation to each child under this sub-paragraph shall be the same as is provided in the foregoing paragraph FOURTH.

FIFTH: Each of the parties agree that prior to the execution hereof they have divided their jointly owned personalty and they hereby transfer and assign unto the other, all of their respective right, title and interest in and to such of the household furniture, equipment, ornaments, linens, china, silverware and other chattels which the parties now have in their respective possession.

SIXTH: In addition to all other transfers of property and cash as provided hereinabove, in consideration of the sum of Four Thousand Dollars ($4,000.00) payable by the Husband unto the Wife upon the execution of this Agreement, the Wife shall, by such documents as may be necessary and at Husband's own cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto Husband all of her right, title and interest in and to the home property now owned by them, as tenants by the entireties, in fee simple, and known as 7327 Gallihar Road, Sykesville, Carroll County, Maryland. Husband shall assume and pay, in accordance with its terms, any existing Mortgage, lien or encumbrance in

connection with said property and he shall indemnify and hold Wife harmless from any liability in connection with any such mortgage, lien or encumbrance or on account of any public utility charges in connection with said property.

SEVENTH: Except for the payments and transfers hereinbefore provided, the Wife hereby releases and surrenders any and all rights to any claim against the Husband, his property, estate, personal representatives and assigns, for support and maintenance, and agrees that she will not, at any time hereafter, contract or incur or cause to be incurred any debts or liabilities for which the Husband, or his estate, shall, or may be, or become liable.

EIGHTH: Except for the payments and transfers hereinbefore provided, the Husband hereby releases and surrenders any and all rights to any claim against his Wife, her property, estate, personal representatives and assigns, for support and maintenance or other financial assistance, and agrees that he will not, at any time hereafter, contract or incur, or cause to be incurred, any debts or liabilities for which the Wife or her estate shall, or may be, or become, liable.

NINTH: It is hereby understood and agreed that this Agreement shall not be modified or terminated by the institution or prosecution of any divorce proceedings by either party hereto, but shall remain in full force and effect. Each of the parties hereto agree that this Agreement shall be incorporated into any Decree of Divorce rendered between the parties. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all the provisions thereof.

TENTH: Each of the parties hereby waives, renounces and releases all and every right, statutory or otherwise, to take, claim, demand and receive as surviving spouse, any share or part of the estate of the other.

ELEVENTH: The Wife shall henceforth hold, possess and enjoy for her sole and separate use, free from interference and control by the Husband and free from any

community, dower, curtesy, descent, homestead, inheritance, distributive share or other right, interest or claim of the Husband in and to the same, either by reason of the relationship of the Husband and Wife, now existing or otherwise, all and singular the real and personal estate, chose in action and other property of which she is or at any time hereafter may be seized or possessed, and she shall have the entire and free disposition thereof by her Last Will and Testament in like manner as if she were sole and unmarried. The Husband shall not have any claim or demand, any estate, title or interest in or to all or any of the real or personal estate of the Wife as of the date of her death or belonging to or forming a part of her estate as tenant by curtesy, by right of dower, or by personal right of election as surviving spouse or otherwise, except such as may be given to him by the provisions of the Wife's Last Will and Testament in effect at her death; and the Husband does hereby waive, surrender and release forever all rights of curtesy, dower, and election as surviving spouse or otherwise which he may have or to which he may hereafter become entitled, to take part or share of the estate of the Wife against any provisions of the Last Will and Testament of the Wife or any codicil thereto, whether heretofore or hereafter executed by her, provided, however, that nothing herein contained shall in any way constitute a waiver of the right of the Husband to a full and complete performance of the terms of this Agreement by the Wife.

TWELFTH: The Husband shall henceforth hold, possess and enjoy for his sole and separate use, free from interference and control by the Wife and free from any community, dower, curtesy, descent, homestead, inheritance, distributive share or other right, interest or claim of the Wife in and to the same, either by reason of the relationship of Husband and Wife now existing or otherwise, all and singular the real and personal estate, chose in action and other property of which he is or at any time hereafter may be seized or possessed, and he shall have the entire and free disposition thereof by his Last Will and Testament in like manner as if he were sole and unmarried. The Wife shall not have any claim or demand, any estate, title or interest in or to all or any of the real or personal estate of the Husband and belonging to or forming a part of his estate as tenant by curtesy, by right of dower, or by personal right of election as surviving spouse or otherwise, except such as may be given to her by the provisions of the Husband's Last Will and Testament in effect at his death; and the Wife does hereby waive, surrender and release forever all rights of curtesy, dower and election as surviving spouse or otherwise which she may have or to which she may hereafter become entitled, to take any part or share of the estate of the Husband against any provision of the Last Will and Testament of the Husband or any codicil thereto, whether heretofore or hereafter executed by him; provided, however, that nothing herein contained shall in any way constitute a waiver of the right of the Wife to a full and complete performance of the terms of this Agreement by the Husband.

part of his estate as tenant by curtesy, by right of dower, or by personal right of election as surviving spouse or otherwise, except such as may be given to her by the provisions of the Husband's Last Will and Testament in effect at his death; and the Wife does hereby waive, surrender and release forever all rights of curtesy, dower and election as surviving spouse or otherwise which she may have or to which she may hereafter become entitled, to take any part or share of the estate of the Husband against any provision of the Last Will and Testament of the Husband or any codicil thereto, whether heretofore or hereafter executed by him; provided, however, that nothing herein contained shall in any way constitute a waiver of the right of the Wife to a full and complete performance of the terms of this Agreement by the Husband.

THIRTEENTH: The Wife hereby acknowledges that James K. Eagan, III, Esquire, 6630 Baltimore National Pike, Baltimore, Maryland, 21228, represents her and has rendered legal services to her in connection with the negotiations leading to the settlement of the marital affairs of the parties and the execution of this Agreement, and the Husband hereby acknowledges that C. Rogers Hall, Jr., Esquire, 23 N. Center Street, Westminster, Maryland, 21157, represents Husband in connection with negotiations leading to the settlement of the marital affairs of the parties and the execution of this Agreement.

FOURTEENTH: The parties agree that except for the provisions contained in paragraphs SECOND and FOURTH of this Agreement relating to the custody, visitation and support of the minor children of the parties, none of the other provisions of this Agreement shall be subject to modification by any court.

FIFTEENTH: The Husband and Wife mutually agree that in entering into this Agreement, each has done so with full knowledge of the extent, value and character of all matters and property involved and without any misrepresentation, fraud, duress or coercion on the part of the other and has done so freely and voluntarily for the purposes and with the intent of fully settling and determining all of the respective rights, obligations and properties of the parties hereto. The parties hereto declare that each signs this Agreement freely and voluntarily and with full understanding of its contents and provisions.

VICTORIA LYNN CALP	*	NO. 15737 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
CRAIG ALLAN CALP	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This matter came on for hearing on March 13, 1979, at which time Plaintiff appeared with counsel and the Defendant was absent, but represented by counsel. Testimony was presented which satisfied the Court that the parties were married on October 17, 1977 by religious ceremony in Carroll County, Maryland, that the Plaintiff has been a resident of Carroll County, Maryland for more than one year prior to the filing of the Bill of Complaint and that the Plaintiff is entitled to be divorced a vinculo matrimonii from the Defendant by reason of his having committed adultery with one Diane Welty, which conduct the Plaintiff has neither condoned nor forgiven and the Court finds further that there is no evidence that Plaintiff is guilty of recrimination. Plaintiff is not seeking alimony.

It is therefore, this 23rd day of March, 1979, by the Circuit Court for Carroll County, In Equity, ADJUDGED, ORDERED AND DECREED that the Plaintiff, Victoria Lynn Calp, be and she is hereby divorced A VINCULO MATRIMONII from her husband, the Defendant, Craig Allan Calp.

It is further ORDERED that the cost of this proceeding as taxed by the Clerk of this Court be paid by DEFENDANT.

JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
MAR 23 2 08 PM '79
CLERK

No oral statement or written matter outside of this Agreement shall have any effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have respectively set their hands and seals as of the day and year first above written.

Witness as to Laymon E. Delawder's signature — Laymon E. Delawder (SEAL)

Witness as to Sharon Delawder's signature — Sharon Delawder (SEAL)

STATE OF MARYLAND, COUNTY OF CARROLL, SS:

I HEREBY CERTIFY, that on this 23rd day of March, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LAYMON E. DELAWDER, and he acknowledged the foregoing Separation Agreement to be his respective act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: July 1, 1978 — Notary Public

STATE OF MARYLAND, COUNTY OF HOWARD, SS:

I HEREBY CERTIFY, that on this 18th day of March, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SHARON DELAWDER, and she acknowledged the foregoing Separation Agreement to be her respective act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: July 1, 1978 — Notary Public

PHYLLIS M. VIZZINI NOTARY PUBLIC HOWARD CO., MD.

SEPARATION AGREEMENT

THIS AGREEMENT, made this 30th day of August, 1977, by and between ROGER W. BARNES, of Carroll County, Maryland, herein called "Husband", and MARY THERESA BARNES, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now Husband and Wife, having been legally married in Cockeysville, Maryland, on July 1, 1967, by religious ceremony, and whereas certain irreconciliable differences have arisen between the said parties for which reason they did voluntarily consent and agree to separate and to no longer reside together as Husband and Wife, said voluntary separation ~~having~~ to occur~~red~~ on or about September 1, 1977 and said separation having been continuous since that date and said parties do hereby consent and agree from the date of this Agreement to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and comtemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of each other.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations, and needs, after due consideration, do fully and voluntarily agree as follows:

PERSONAL PROPERTY AND HOUSEHOLD GOODS

FIRST: It is agreed by and between Husband and Wife that Husband shall retain as his own property all personal property in his possession at the time of this Agreement, and that Wife shall retain as her own property all personal property in her possession at the time of this Agreement.

ROGER W. BARNES	*	No. 15558 Equity
Plaintiff	*	In The
	*	Circuit Court
vs.	*	For
MARY THERESA BARNES	*	Carroll County
Defendant	*	Maryland
	*	29/71
	*	

* *

DECREE OF DIVORCE

This cause having come on for hearing, the proceedings were by the Court read and considered and testimony taken.

IT IS THEREUPON, this 22nd day of December, 1978, by the CIRCUIT COURT FOR CARROLL COUNTY, ADJUDGED, ORDERED and DECREED:

1. The Plaintiff, ROGER W. BARNES, shall be and he is hereby divorced A Vinculo Matrimonii from the Defendant, MARY THERESA BARNES; and,

2. The Separation Agreement between the parties dated August 30, 1977, and the Amendment To Separation Agreement between the parties dated December 22, 1978, filed in these proceedings shall be and the same are hereby approved and made a part of this Decree; and,

3. No right of alimony shall accrue from either party to the other in this proceeding in accordance with the Separation Agreement and Amendment To Separation Agreement; and,

4. The Plaintiff, ROGER W. BARNES, shall pay the cost of this proceeding.

Donald J. Gilmore, Judge

Approval as to form:

Charles M. Preston
Attorney for Plaintiff

Mark S. Devan
Attorney for Defendant

RECEIVED IN CIRCUIT COURT CARROLL COUNTY, MD
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CLERK

The Husband and Wife further agree that the Husband shall retain as his own property free and clear of any claim of the Wife whatsoever all household goods and furnishings now owned by thetparties located at their present property except those items which it may be mutually agreed that the Wife may take.

The Husband and Wife further agree that all livestock and animals shall remain on the real property presently owned by the parties and be the individual property of the Husband except that the Wife shall have the right to, and control over, the dog named "Chance", the bay mare named "Pepper", and the dark quarter horse named "Guy". The chestnut saddle-bred horse named "Billy" is to remain at the above mentioned farm as joint property.

INTANGIBLE PERSONAL PROPERTY

SECOND: Husband and Wife further agree that all stocks, bonds, cash, and sums on deposit in checking and savings accounts owned by the parties individually shall be the exclusive individual property of the respective party free and clear of any claim of the other whatsoever. In addition, the Husband shall have the right to all sums on deposit in the joint savings and checkings accounts on deposit with Carroll County Bank and Trust Company.

AUTOMOBILES

THIRD: It is further agreed by and between Husband and Wife that the 1977 Monte Carlo, now owned by the parties, titled in the name of the Husband, shall be the sole property of the Husband free and clear of any claim of the Wife whatsoever. The Husband shall be solely responsible for all lien payments, taxes and insurance on said automobile.

It is further agreed by and between Husband and Wife that the 1971 Chevrolet Pickup,* and the 1967 two-door Plymouth Belvedere, and the 1972 Shoop Horse Trailer,* now titled in the name of the

*In the event one or both of these vehicles are sold within one year of the date of this Agreement the Husband will be entitled to receive one-half of the net proceeds of any such sale or trade.

Husband shall be the sole property of the Wife free and clear of any claim of the Husband whatsoever. The Wife shall be solely responsible for all future lien payments, taxes and insurance on said automobiles.

DIVISION OF REAL PROPERTY

FOURTH: The Husband and Wife are joint owners of certain real property located on the Northwest side of Maryland Route No. 27 in the Sixth Election District of Carroll County, Maryland, as more particularly described in a deed to the parties dated May 29, 1973, and recorded among the Land Records of Carroll County in Liber 542, Folio 608.

It is agreed between Husband and Wife that this jointly held property shall be treated as follows:

a. The Husband shall have the exclusive right from and after the date of this Agreement personally to occupy the "home" without paying any remuneration therefor to the Wife. While occupying the "home", the Husband shall pay all charges, mortgage payments, insurance payments, taxes and assessments thereon.

b. Simultaneously with the execution of this Agreement the Wife will convey her interest in the above mentioned property to the Husband.

c. In consideration of the conveyance by the Wife, and all other terms of this Agreement, the Husband will pay to the Wife the sum of $5,000.00 at the time of his execution of this Agreement.

d. In the event the Husband sells the above mentioned real property within one (1) year of the date of this Agreement, the Wife shall be entitled to an additional sum equal to one-half (½) of the net proceeds less the $5,000.00 paid to her under paragraph Fourth c. above.

The term net proceeds shall mean the gross sales price stated in the contract of sale less balance then due on currently existing liens on the home, any real estate broker's commissions, attorney's fees, advertising costs, transfer and sales and documentary taxes and other closing costs exclusive of, prorated taxes

and interest payable by the seller and the cost of any capital improvements made by the Husband following the date of this agreement (less reasonable depreciation), and the actual cost of any fixing up expenses, repairs, maintenance, and non-capital improvements the Husband may make to the "home" during the ninety (90) days immediately preceding the date on which the sales contract was made and actually paid not later than thirty (30) days after the date of sale.

DEBTS

FIFTH: It is agreed by and between Husband and Wife that the Husband will assume responsibility of all present outstanding debts of the family of which he has notice.

LEGAL FEES AND COSTS

SIXTH: It is agreed by and between Husband and Wife that Husband shall pay all attorney's fees incident to the preparation of this Separation Agreement.

It is further agreed by and between Husband and Wife that should one of the parties hereafter bring an action for an absolute divorce against the other, each shall pay his or her own attorney's fees and costs.

ALIMONY

SEVENTH: It is agreed by and between Husband and Wife that both Husband and Wife are hereby forever barred from alimony, each having waived the same. Neither party will hereinafter pledge the credit of the other nor incur any expense for which the other may become liable.

LIFE INSURANCE

EIGHTH: It is agreed by and between Husband and Wife that the Husband will maintain a Life Insurance Policy, until the date of any absolute divorce, with the Wife as beneficiary of $50,000.00 in the event of the death of the Husband.

WAIVER OF CLAIMS

NINTH: All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life, or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this Agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other, by way of widow's award, homestead, statutory share, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate of the other.

FUTURE CONDUCT OF THE PARTIES

TENTH: Neither of the parties hereto shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights or otherwise; and that said parties may at all times hereafter live apart from each other free from the other's authority.

SUBSEQUENT DIVORCE AND INCORPORATION OF AGREEMENT

ELEVENTH: Nothing herein contained shall be deemed a waiver of any past or future conduct of either of the parties and further, nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for partial or absolute divorce against the other in any court of competent jurisdiction based upon any past or future conduct of the other, nor to bar the other from defending any such suit.

INCORPORATION

In the event such action is instituted, the parties shall be bound by all of the terms of this Agreement with regard to property rights and support. If consistent with the rules of practice of the Court granting a decree of absolute divorce, the provisions of this Agreement, or the substance thereof, shall be incorporated in such decree.

AGREEMENT NOT MERGED INTO DECREE

ELEVENTH: (con't) but notwithstanding such incorporation, this Agreement shall not be merged in such decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties, except as otherwise set forth herein.

ASSURANCES AND MODIFICATIONS

TWELFTH: Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that any alteration, change, cancellation, abrogation or annulment shall only take place after having been reduced in writing, signed sealed, witnessed, and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereto.

POWER OF ATTORNEY

THIRTEENTH: In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

VOLUNTARY EXECUTION

FOURTEENTH: The parties hereto declare that they fully understand all the terms and provisions of this Agreement, that each has been advised of his respective legal rights and liabilities, and that each signs this Agreement freely and voluntarily and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

John J. Willis — Roger W. Barnes (SEAL)
ROGER W. BARNES

John J. Willis — Mary Theresa Barnes (SEAL)
MARY THERESA BARNES

STATE OF Maryland :
COUNTY OF Carroll : to wit:

I HEREBY CERTIFY that on this 30th day of August, 1977, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ROGER W. BARNES known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and made oath in due form of law under the penalties of perjury, that he has read said instrument in its entirety, that the facts and matters set forth therein are true, and that he freely and voluntarily executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

J. Brooks Leahy
Notary Public

My Commission Expires:

J. BROOKS LEAHY NOTARY PUBLIC CARROLL CO., MD.

STATE OF Maryland :
COUNTY OF: Carroll : to wit:

I HEREBY CERTIFY that on this 30th day of August, 1977, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARY THERESA BARNES known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and made oath in due form of law under the penalties of perjury, that she has read said instrument in its entirety, that the facts and matters set forth therein are true, and that she freely and voluntarily executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

J. Brooks Leahy
Notary Public

My Commission Expires:

J. BROOKS LEAHY NOTARY PUBLIC CARROLL CO., MD.

AMENDMENT TO SEPARATION AGREEMENT

THIS AMENDMENT TO SEPARATION AGREEMENT, made this 22nd day of December, 1978, by and between ROGER W. BARNES, party of the first part (hereinafter called "HUSBAND") and MARY THERESA BARNES, party of the second part (hereinafter called "WIFE").

WHEREAS, the parties hereto were married in Cockeysville, Maryland, on July 1, 1967, by a religious ceremony; and,

WHEREAS, there were no children born to them as a result of this marriage; and,

WHEREAS, due to certain irreconcilable differences that arose between them, the parties executed a Voluntary Separation Agreement dated August 30, 1977, and pursuant to said Agreement, the parties have lived separate and apart, without cohabitation and without interruption, since September 5, 1977; and,

WHEREAS, on or about September 7, 1978, HUSBAND filed a BILL OF COMPLAINT FOR DIVORCE A VINCULO MATRIMONII in the Circuit Court for Carroll County, Maryland, praying for a final decree of divorce from WIFE on the basis of a voluntary separation, said cause known as No. 15558 Equity in said Court; and,

WHEREAS, on or about October 9, 1978, WIFE filed ANSWER TO BILL OF COMPLAINT raising, inter alia, an affirmative defense of fraud and duress in the execution of the aforesaid Voluntary Separation Agreement; and,

WHEREAS, the parties have now reached an agreement as to the divers matters and dealings between them including, but not limited to, the pending divorce action and are desirous of reducing said agreement to writing.

NOW THEREFORE, witnesseth that in consideration of the premises, the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency

of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. HUSBAND shall pay unto WIFE the sum of Three Thousand Dollars ($3,000.00) immediately upon the execution of this Amendment to Separation Agreement.

2. HUSBAND hereby transfers unto WIFE all his right, title and interest in the dining room suite consisting of one table, six chairs, one server and one china closet, previously owned by the parties, and HUSBAND and WIFE agree that WIFE shall forthwith upon execution of this Amendment to Separation Agreement remove said dining room suite from the residence of HUSBAND.

3. The Separation Agreement dated August 30, 1977, a copy of which is attached hereto, marked "EXHIBIT I", and incorporated by reference herein, except as herein modified, is continued in full force and effect by the parties as their agreement and the terms thereof, except as herein provided, shall continue to be binding on each party, his or her heirs, personal representatives and assigns and any and all persons claiming through them.

4. WIFE agrees to withdraw her opposition in and shall refrain from further defense to the pending case of ROGER W. BARNES v. MARY THERESA BARNES, Case No. 15558 Equity, In The Circuit Court For Carroll County, Maryland, it being the intent and specific act of WIFE to hereby waive all her rights and claims, past, present or future, which she now has or may hereafter have against HUSBAND save those specific rights which WIFE may have under the aforesaid Separation Agreement or this Amendment To Separation Agreement and WIFE further hereby releases HUSBAND from any and all such claim or claims whatsoever intending hereby to bind hereself, her heirs, personal representatives and assigns and any and all persons claiming through them.

5. Wife agrees, if so requested by Husband, to execute and file joint Federal and State Income Tax Returns for the year

1978 and for any subsequent year during which they shall be husband and wife and entitled under the applicable laws and regulations to file joint returns. Each party shall pay that proportionate part of the tax due as shall be attributable to his or her respective earnings or income, and each shall indemnify and hold harmless the other against any liability for his or her own proportionate share of said tax; provided however, that in the event WIFE's tax liability under any such jointly filed tax return exceeds the amount she would be liable for had she filed an individual return for the same year, HUSBAND shall be liable for and shall pay such excess. Each party hereby assigns unto the other that share of any tax refund that may result from an overpayment in connection with his or her respective earnings or income. Wife hereby grants to Husband the right and power to endorse any and all income tax refund checks payable to the parties hereto with her name in order to effectuate the purpose of this Agreement, provided, however, that he shall forthwith account and pay unto her any part of the proceeds of such checks as may represent a refund of any overpayment of taxes in connection with her own earnings or income.

5. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof.

6. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his respective legal rights and liabilities; and

that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

7. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

8. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

As witness the hands and seals of the parties hereto the day and year first hereinbefore written.

Witness: Charlie M. Preston — Roger W. Barnes (SEAL)
ROGER W. BARNES

Witness: Mark L. Barnes — Mary Theresa Barnes (SEAL)
MARY THERESA BARNES

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 22nd day of December, 1978, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ROGER W. BARNES, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act and deed and did further make oath in due form of law that the matters and facts hereinabove set forth are true.

Witness my hand and Notarial Seal.

MARY LOU BULLOCK NOTARY PUBLIC CARROLL COUNTY, MD.

Mary Lou Bullock
Notary Public

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 22nd day of December, 1978, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARY THERESA BARNES, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act and deed and did further make oath in due form of law that the matters and facts hereinabove set forth are true.

Witness my hand and Notarial Seal.

Margaret Hock Stoner
Notary Public

MARGARET HOCK STONER NOTARY PUBLIC CARROLL COUNTY, MD.

RONALD E. CURRY	:	No.15481 Equity
Plaintiff	:	in the
vs	:	Circuit Court
GINA S. CURRY	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 2nd day of April, Nineteen Hundred and Seventy-nine, that the above-named Plaintiff, Ronald E. Curry, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Gina S. Curry; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
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CAROLYN Y. DANELS	X	NO. 15530 EQUITY
Plaintiff	X	IN THE
-v-	X	CIRCUIT COURT
BILLY D. DANELS	X	FOR
Defendant	X	CARROLL COUNTY.

OPINION AND DECREE

On August 21, 1978, the Plaintiff, Carolyn Y. Danels, filed a Bill of Complaint by which she sought alimony and counsel fees from the Defendant. She did not include therein a prayer for divorce *a mensa et thoro*.

On September 20, 1978, the Defendant filed an unverified Motion Raising Preliminary Objections wherein he alleged that the venue of this case is improper under the provisions of Maryland Rule S70(c), and that there is now pending in the Circuit Court for Talbot County an action between the parties for a divorce *a mensa et thoro* filed by the Defendant.

On October 13, 1978, the Plaintiff filed a Motion Ne Recipiatur Or To Strike asking the Court not to receive the Defendant's Motion Raising Preliminary Objections on the ground that it lacks the verification required by Rule 321b. On October 18, 1978, the Plaintiff filed an Amendment to Bill of Complaint adding a prayer for a divorce *a mensa et thoro*. On October 24, 1978, the Defendant filed a Motion Ne Recipiatur Or To Strike praying that the Plaintiff's Motion Ne Recipiatur Or To Strike not be received because it was not timely filed. The matter came on for a hearing on the following issues on January 8, 1979:

1. Defendant's Motion Raising Preliminary Objections.
2. Plaintiff's Motion Ne Recipiatur Or To Strike.
3. Defendant's Motion Ne Recipiatur Or To Strike.

The Defendant's "Motion Raising Preliminary Objections" attempts to raise the question of venue. If successful in this

Filed Jan 30, 1979

PATTY GREGORY ROBINSON	:	No. 15694 Equity
Plaintiff	:	in the
vs	:	Circuit Court
CARLTON SIDNEY ROBINSON, JR.	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 29th day of March, Nineteen Hundred and Seventy-nine, that the above-named Plaintiff, Patty Gregory Robinson, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Carlton Sidney Robinson, Jr.; and

It is further ADJUDGED, ORDERED and DECREED that the name of the Plaintiff, Patty Gregory Robinson, be and the same is hereby changed to Patty Lou Gregory, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Judge

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
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attack, the Defendant would be entitled to either a dismissal or transfer under Rule 317. This rule provides that such action will be taken "upon timely and sufficient objection to the venue". As we understand the law, this objection can be raised either by preliminary motion under Maryland Rule 323a or by dilitory plea under Maryland Rule 341. See *Mangoine v. Braverman*, 234 Md. 357, at 362. However, since a dilitory plea can only be used in an action at law, we are limited to the Defendant's Motion Raising Preliminary Objections which does not comply with the rule covering preliminary motions in that it was not verified. Nevertheless, we think that the testimony taken under oath at the hearing on this matter on January 8th, 1979, rectifies the objection to this motion and we shall deny the Plaintiff's Motion Ne Recipiatur Or To Strike and consider the question of venue. (We hold that the Defendant's Motion Ne Recipiatur Or To Strike on the ground that the Plaintiff's Motion Ne Recipiatur Or To Strike was not timely filed has no merit.)

Counsel for the parties agreed that there was a Bill of Complaint for divorce *a mensa et thoro* filed by the Defendant in the Circuit Court for Talbot County prior to October 18, 1978, the date on which the Plaintiff filed an amendment to her Bill of Complaint to add a prayer for a divorce *a mensa et thoro*.

Rule 570c of the Maryland Rules of Procedure states:

"Alimony.

> A bill for alimony alone shall be filed in the county where the defendant resides, is regularly employed or has a place of business."

In our opinion the phrase "is regularly employed or has a place of business" contained in Rule 570c is synonymous with the phrase " * * * carries on a regular business, is employed or habitually engaged in a vocation" contained in CJ 6-201 of the Annotated Code of Maryland. The criteria for determining whether one is employed in a particular jurisdiction would be the same for Rule 570c and CJ 6-201.

The Defendant testified that he has resided at 9 Crab Apple Court, Easton, Maryland, since June, 1978, and is employed as a service representative for Food Machinery Corporation working out of his home. Approximately fifty percent of his work is on the Eastern Shore of Maryland. His immediate supervisor is Mr. Dan Tiebolt whose sales and service office is in Westminster, Maryland, from which the Defendant receives his assignment by telephone. Mr. Tiebolt has the responsibility of supervising service representatives for the entire east coast of the United States, the Defendant being one of ten such service representatives.

The Defendant further testified that he regularly provides service to six canning plants on the Eastern Shore. Although there are no plants in Carroll County, he visits the Carroll County office on an infrequent basis. He is paid out of the company office in Hoopeston, Illinois, to which the original copies of all of his reports are sent.

Mr. Tiebolt testified that he does relay assignments to the Defendant by telephone but that he does not keep the Defendant's time. He said that for other than infrequent counsultations and salary reviews, it is not necessary for the Defendant to come to the Westminster office.

In the case of *Gerald v. American Casualty Company of Reading, Pa.*, 249 F. Supp. 355, the Court stated at page 357:

> "When we interpret the phrase 'place of regular employment' and giving each word its plain everyday general meaning, as the law requires, we find 'place' a general word which may, or may not, signify a specific point; 'regular' means usual, customary or general; 'employment' means job or services or business for another. * * *."

In *Gemundt v. Shipley*, 98 Md. 657, at page 661, the Court said:

> "The regular business or habitual avocation or employment contemplated by sec. 132 of Art. 75 of the Code, which renders the person engaged therein liable to be sued in the county in which it is carried on, is a fixed

case in any county he might choose. 2 *Alexander's British Statutes,* Coe's Ed. 659; *Alcarese v. Stinger,* 197 Md. 236, 244-245. The Legislature modified the common law rule to provide in Code (1957), Art. 75, Sec. 75, that a person is not to be sued 'out of the county in which he resides' with, among others, the exceptions, here pertinent, that ' * * * any person who resides in one county but carries on any regular business, or habitually engages in any avocation or employment in another county, may be sued in either county * * *.'

"This Court has held that the words 'avocation' and 'employment' in the applicable statute were used synonymously. *McCormick v. Hullcoat,* 174 Md. 493, and that one who engages regularly in business in one county may be sued there even though his principal place of business is in another county. *Chappell v. Lacey,* 77 Md. 172. The appellees relied below and rely here in *Bank of Baltimore v. Steele,* 143 Md. 484. There the defendant, a lawyer who practiced largely, if not almost entirely, in Carroll County, was named by the President of the United States to be Surveyor of Customs for Maryland and the District of Columbia, with headquarters in the Custom House in Baltimore. He spent part of each Wednesday and Saturday there. Suit was filed against him in Baltimore. The Court held he was not amenable to suit in Baltimore, apparently, as pointed out in *Davidson Transfer Co. v. Christian,* 197 Md. 392, 396, because 'the court seems to have construed the statute as not covering employment in public office.' The opinion in *Steele* stressed that 'the regular business or habitual avocation or employment' contemplated by the statute included ' * * * the continuous pursuit of some calling or profession, such as is ordinarily engaged in as a means of livelihood or for the purpose of gain or profit' (This language was first used in *Gemundt v. Shipley,* 98 Md. 657, 661)."

Finally, in the case of *Bakas v. Marjec, Inc.,* 275 Md. 356, the Court stated at page 359:

"In the past, this Court has addressed itself to the importance of proper venue, in order that defendants may avoid the necessity of defending an action in counties distant from their homes or places of employment, *Zouck v. Zouck,* 204 Md. 285, 104 A. 2d 573 (1954). It has also been held that a defendant who is sued in the county of his residence is not entitled to have summons quashed when he moves to another county, *Stembler v. Wilson,* 175 Md. 667, 3 A. 2d 759 (1939). We have noted, too, that a defendant's right to insist on proper venue is a substantial one:

"'The privilege of a defendant to be sued only in the county of his resi-

occupation connected with some of the branches of trade, industry or commerce, or the continuous pursuit of some calling or profession, such as is ordinarily engaged in as a means of livelihood or for the purpose of gain or profit. It does not consist of the mere transaction of one's own private affairs. Nor does the making of a single transaction with another person in the line of a particular business constitute a carrying on of that business.

"The expression 'carry on business' was thus construed when used in sec. 60 of the *Statute 9 and 10 Victoria,* ch. 95, where it was employed, as it is in the section above referred to of our Code, to define the jurisdiction in which a defendant might be sued. *Shiels v. Gt. Northern Railway Co.,* 30 L.J.Q.B. 331. In *Smith v. Anderson,* L. R. 15, Chy. Div. 258, JESSEL, M. R., after citing definitions of business from different exicons said: 'Anything which occupies the time and attention and labor of a man for the purpose of profit is business.'

"The distinction between the single or occasional performance of isolated acts pertaining to a particular business and the regular or habitual carrying on of that business has frequently been pointed out by the Courts. The United States Supreme Court in construing the expression 'whose business it is' as applied to brokers in the U. S. Revenue Laws said: 'All parts of the definition are qualified by the words 'whose business it is.' Thus, if A B has $10,000 which he desires to invest, and purchases United States stock, or State stock, or any other securities, he does not thereby become a broker. Nor if he owns $10,000 of U. S. stock which he wishes to sell to raise money to pay his debts, or because he is not satisfied with six per cent interest, is he thereby made a broker. It is only when making sales and purchases in his business, his *trade,* his *profession,* his *means of getting his living, or of making his fortune* that he becomes a broker within the meaning of this statute. Nor is it believed that sale by one doing a brokerage business only, of a security received by him for the repayment of a legitimate loan, would make him a broker and subject to thetax. This would not be deemed an act of brokerage either under the statute or upon general principles of law.' *Warren v. Shook,* 91 U. S. 704, 710. See to same effect *Cooper Mfg. Co. v. Ferguson,* 113 U. S. 727; *Holmes v. Holmes,* 40 Conn. 117; *Kilgore v. Smith,* 122 Pa. 48; *Bates v. Bank,* 2 A.a. 451; *State v. Ray,* 14 L. R. A., and authorities cited in note to that case."

In *Dodge Park Enterprises v. Welsh,* 237 Md. 570, we find at page 572:

"At common law a plaintiff could bring a transitory action, such as that in the present

dence is a substantial right not to be denied except in strict compliance with the exceptions established by law.' *Capron v. Mandel*, 250 Md. 255, 260, 241 A. 2d 892, 895 (1968)."

In our opinion, the Defendant, though being supervised by Mr. Tiebolt of the Westminster office of FMC and receiving his assignments from that office cannot be said to be regularly employed in Carroll County.

The Plaintiff sought to amend her Bill of Complaint to bring it within the jurisdiction of this Court by adding a prayer for a divorce *a mensa et thoro*. This she may not do.

In the case of *Woodcock v. Woodcock*, 169 Md. 40, the Court, in considering what we deem to be very apposite facts, stated the following at page 46:

"The authorities are in accord in construing a proceeding for divorce as being a proceeding *in rem*, and a proceeding for alimony as being one *in personam*.

"In R. C. L. vol. 1, sec. 24, p. 884, this principle is thus stated: 'Owing to the fact that an action for divorce is the nature of a proceeding *in rem*, under certain circumstances a court may render a valid decree of divorce although it never acquired jurisdiction of the person of the defendant. Such jurisdiction, however, though sufficient to support a decree changing the marital status, will not necessarily sustain a judgment for alimony and costs. A judgment for the latter cannot be supported on the ground that they are mere in-

of circumstances detailed in section 157 of article 75, no person shall be sued out of the jurisdiction in which he resides. And this exception is extended to a proceeding for alimony coupled with, or made incident to, a divorce proceeding, notwithstanding that a decree for alimony is in its nature distinctly *in personam*, and that the defendant may reside beyond the jurisdiction of the court passing the decree; provided, of course, that due process has been personally served and returned against such defendant. But, in spite of that conclusion, we cannot, and do not, here decide that a suit for alimony alone can be brought in a jurisdiction other than that in which the defendant resides. The purpose of the statute according a defendant, in other than the excepted cases, the right to be sued in the jurisdiction of his residence, and not in a jurisdiction foreign to him, is a salutary protection to all citizens of the state alike, and should be carefully guarded. It is evidently designed to accord a defendant the right to defend in a jurisdiction which better suits his own convenience, and ordinarily is preferable to him; it tends to prevent vexatious suits, while at the same time being protected from abuse, through the right reserved in most cases of subsequent removal, upon applications seasonably made. For these reasons it should be maintained.

"In other words, the right of either spouse to bring a suit for divorce *a mensa et thoro*, or absolute, in the jurisdiction in which either resides, is unquestioned. In addition to such right, the further authority to seek alimony, coupled with and incident to divorce, in appropriate cases, is conceded. The right to seek alimony, and alimony alone, is confined to the jurisdiction in which the defendant resides; and a formal plea to the jurisdiction (in a case in which the suit is brought in a jurisdiction other than that in which such defendant resides) is a bar to recovery.

"This appears to have been the conclusion of the chancellor in the instant case, and in that conclusion we concur. We do not concur, however, in the subsequent ruling, under the facts hereinbefore set forth, that an alimony proceeding can be amended to a divorce proceeding, in which alimony is made incident thereto, and a jurisdiction, admittedly ousted at one stage of the proceedings, reclaimed and successfully retained, over another jurisdiction, namely, the Circuit Court for Wicomico County, which latter court had meanwhile assumed jurisdiction in the premises.

"In *Miller's Equity Procedure*, sec. 186, it is stated: 'Under the privilege of amending, a party is not permitted to make a new bill; he cannot abandon the entire case made by the

"And in *McSherry v. McSherry*, 113 Md. 395, 77 A. 653, 655, 1y is said: 'A decree for alimony is a decree *in personam*, and unless the court has jurisdiction over the person against whom it is passed, it is not binding upon him; * * * nor does a special appearance for the purpose of objecting to the jurisdiction of the court confer upon that court jurisdiction to decree on the merits of the case.'

"A careful analysis of the above-quoted sections of the Code leads to the conclusion that a proceeding for divorce is an exception to the general provision that, in the absence

bill and make a new and different case by way of amendment. If the amendment proposed changes the character of the suit as originally instituted, and is inconsistent with and repugnant to the title set up and the relief sought by the bill, making in substance a new bill, it cannot be allowed.'

"In reaching our conclusion, we are not unmindful of the ruling of this Court in the case of *Wald v. Wald, supra,* referred to in the carefully prepared brief of the appellee, as authority for her contention that a court of equity may engraft upon an original bill for alimony an amendment praying also for divorce. In that case the husband filed a bill for divorce on the ground of abandonment, and the wife, after answering, filed a cross-bill in which she alleged adultery on the part of her husband as a basis for alimony, but only prayed specifically that she be allowed (1) custody of her child; (2) an allowance for the support of herself and child and for counsel fees; and (3) such other and further relief as her case might require. The chancellor below denied the wife any relief, and awarded the husband a decree for divorce a *vinculo matrimonii*. Upon appeal to this Court, the order of the lower court was reversed and the case remanded, with instructions awarding the wife a decree for absolute divorce, the custody of her child, and alimony. Subsequently, the wife filed in this court a motion to modify its decision, to the extent that it awarded her an absolute divorce, whereas the relief desired by her was limited to temporary and permanent alimony, the custody and maintenance of the infant, and counsel fees. In disposing of that motion it was said: 'While alimony is usually an incident of a decree for divorce, it may be obtained by an original proceeding wherein the wife alleges and proves the facts and circumstances which would entitle her to a decree for divorce. If her prayer for relief specifies alimony as the object of her suit, and does not mention divorce as an object desired, her bill of complaint is generally accepted as one for alimony only, although the prayer may conclude with a request for general relief.'

"It will be noted that in the next above case the original proceeding was one for divorce and not alimony, and that both the husband and wife were residents of Baltimore City at the time the original and cross-bills were filed. There was no jurisdictional question involved, and it will be readily observed that the facts are in no way analogous to the facts now before us.

"Having decided that there was error in granting the amendment, under the facts in this case, it is unnecessary for us to prolong this

opinion with comment upon the fundamental principle of law that, when two courts have concurrent jurisdiction over the same subject-matter, the court in which the suit is first commenced is entitled to retain it, and the other co-ordinate court has no authority to interfere. The divorce suit was first instituted in the Circuit Court for Wicomico County and it cannot now be supplanted by an amendment to an alimony case, in the Circuit Court No. 2 of Baltimore Gity. *Brooks v. Delaplaine,* 1 Md. Ch. 351; *Withers v. Denmead,* 22 Md. 135; *Preston v. Poe,* 116 Md. 1, 81 A. 178; and *Whiting v. Shipley,* 127 Md. 113, 96 A. 285."

In our opinion this matter should be dismissed since the action for divorce was first instituted in the Circuit Court for Talbot County precluding this Court from taking jurisdiction. The matter of alimony sought by the Plaintiff can be litigated in the divorce action in Talbot County.

It is thereupon, this 30th day of January, 1979, by the Circuit Court for Carroll County, in Equity, ADJUDGED, ORDERED and DECREED that this action be, and the same is hereby, dismissed.

It is further ORDERED that Carolyn Y. Danels pay the costs of these proceedings as taxed by the Clerk of this Court.

E. A. Want
Associate Judge

Copies to:

1. J. Robert Johnson, Esquire, attorney for the Plaintiff.
2. Willard C. Parker, II, Esquire, attorney for the Defendant.

ROBERT T. BRADLEY	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
GERTRUDE E. BRADLEY	*	CARROLL COUNTY
Defendant	*	EQUITY NO. 15570

********** **********

MEMORANDUM AND DECREE

Mr. Robert T. Bradley has filed a bill asking for an a *mensa et thoro* divorce on grounds of desertion and Mrs. Gertrude E. Bradley has filed a cross bill for a divorce a *mensa et thoro*, alleging constructive desertion on the basis of excessively vicious conduct.

Certain facts are uncontroverted. The Bradleys were married in a religious ceremony in Baltimore on November 27, 1965 and approximately a year later (November 6, 1966) their only child, Thomas, was born. On August 31, 1978 Mrs. Bradley and Thomas left the home in Carroll County that they had lived in together for nine years and went to live with her daughter in Baltimore. Since that time she has not returned and the parties have not cohabitated. There is no reasonable hope of reconciliation.

The factual issues center around the existence *vel non* of grounds for constructive desertion. The thrust of the evidence presented by Mrs. Bradley on this point is that Mr. Bradley physically abused her on several occasions during the course of the marriage.[1] She further asserted that he was likely to do this when he was drinking, and that he drank to extreme. Specifically, Mrs. Bradley presented evidence tending to show that Mr. Bradley struck her in 1972 or 1973 and in October of 1977. The incident

[1]Mrs. Bradley also complained generally about Mr. Bradley's parsimonious nature.

in 1972 or 1973 was corroborated by Mr. Bradley, as was the October, 1977 incident, although Mr. Bradley claims any physical contact on that date was inadvertent. Although she testified generally that Mr. Bradley physically abused her "several times a year", there was little, if any corroborating evidence presented to support her testimony. She found it difficult to remember specific instances. It is uncontroverted (via both Mr. and Mrs. Bradley's testimony) that after the October, 1977 incident Mrs. Bradley continued to reside in the house and perform the housework and that there were no incidents of violence after October, 1977. It is also uncontroverted that she had intercourse with Mr. Bradley at least as recently as February, 1978. Both parties agree that this intercourse was not the result of any physical coercion. On cross examination Mrs. Bradley testified that she had sex with her husband on that date because she thought it might improve his disposition and because it had been a long time between sex. On re-direct she asserted that the reason was that she feared her husband. She also testified that Mr. Bradley had threatened her life approximately one week before she left in August of 1978. (She said the treat was verbal only). Her testimony in this regard is uncorroborated.

In *Murphy v. Murphy*, 248 Md. 455, the Court of Appeals discussed the proof required to establish constructive desertion at page 460:

> Even though the cruelty required in a constructive desertion case may be less than a case wherein an *a mensa* decree is sought on the grounds of cruelty, yet, the objectionable conduct still must be such as to render continuation of the marital relationship impossible, if the complaining spouse is to preserve his or her health, safety or self-respect. Obviously, for such a situation to exist, there must be a pattern of persistent conduct which is detrimental to the safety or health of the complaining spouse, or so demeaning to his or her self-respect as to be intolerable. (citations omitted)

However, even if grounds for constructive desertion are proved to have existed at one time, the party against whom the ground is alleged may show that any misconduct has been condoned and thereby defeat any constructive desertion claim. *Sullivan v. Sullivan*, 223 Md. 74. Condonation has been defined as "a conditional forgiveness of a marital offense." *Moore v. Moore*, 36 Md. App. 696, 699. It is also well established that "misconduct, although conditionally condoned, may be revived by subsequent misconduct." *Sullivan, supra*, at page 77. As was said in *Moore, supra*, at page 699:

> When misconduct is condoned, there is an implied promise that the marital offenses or acts rendering the marital relation intolerable will not be repeated by the erring spouse and that the offended party will be treated with conjugal kindness. When the conditions upon which the original misconduct was condoned are breached, the original grievances are immediately revived as a cause or causes for divorce. (footnotes omitted)

Applying these propositions of law to the instant case, the Court finds that, assuming arguendo that grounds for constructive desertion have been proved, Mrs. Bradley condoned Mr. Bradley's prior acts of misconduct and that the prior misconduct was not revived by the alleged threat in August of 1978. The finding on condonation is based upon the resumption of the marital relationship which occurred after the October, 1977 incident. It was established that the parties continued to operate the household and raise their child as they had before. The act of sexual intercourse in February of 1978 is also evidence of condonation.

As to revival, even if the threat was sufficient to revive prior misconduct, Mrs. Bradley's testimony in this regard is uncorroborated. Mr. Bradley denies making the threat and no other evidence on the matter was introduced. While it is true that the corroboration required in a contested divorce case may be slight,

Colburn v. Colburn, 15 Md. App. 503, some corroboration is required. *Smith v. Smith*, 257 Md. 263; *Binder v. Binder*, 16 Md. App. 404. Mrs. Bradley argues that the corroboration requirement does not apply to proof of revival. The Court does not agree. In *Binder, supra*, the corroboration requirement was said to hinge on whether or not the party seeking to prove a matter was asserting an affirmative defense or was a cross plaintiff seeking affirmative relief. It was held that no corroboration was required to support an affirmative defense but that corroboration was required where the party was a cross plaintiff seeking to prove grounds for divorce. In the instant case proof of revival is an essential portion of Mrs. Bradley's alleged ground for divorce. It is well settled that every element of a ground for divorce must be corroborated. *Smith, supra*.

It should be noted that at the trial Mrs. Bradley's attorney sought to obtain the necessary corroboration from a Mrs. Ziemski (Mrs. Bradley's daughter from a previous marriage). Mrs. Ziemski was asked to testify as to what Mrs. Bradley told her, out of her husband's presence, when she came to her house some ten days after the alleged threat. An objection based on the hearsay rule was interposed and sustained. Mrs. Bradley's attorney claims that the testimony should have been received for the purpose of corroboration. The Court finds that such hearsay statements are not admissible to corroborate an element of a ground for divorce. See *Zulauf v. Zulauf*, 218 Md. 99; *Roberts v. Roberts*, 160 Md. 513.

The Court also finds that the evidence supports an award of the custody of Thomas to Mrs. Bradley. Thomas has lived with his mother since she left the home in August of 1978 and the testimony indicates that he is doing fine. He lives with his mother and her

BARBARA A. HATFIELD	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JOHN W. HATFIELD, JR.	:	CARROLL COUNTY
Defendant	:	IN EQUITY
	:	Case No.: ~~15378~~ 15738

: : : :

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, by and between BARBARA A. HATFIELD, hereinafter called "Wife", of Carroll County, State of Maryland, and JOHN W. HATFIELD, JR., hereinafter called "Husband", of Carroll County, State of Maryland.

W I T N E S S E T H:

WHEREAS, the parties hereto are Husband and Wife, having been duly married by a civil ceremony in Westminster, Maryland, on March 23, 1973; and,

WHEREAS, two children were born of this union, namely DONALD WAYNE HATFIELD, born November 5, 1971, and acknowledged by the Husband to be his son, and STACY ANN HATFILED, born December 8, 1975; and

WHEREAS, there now exists in the marriage of Husband and Wife certain disputes, differences and disagreements which have caused the parties to separate; and they did in fact separate on August 31, 1978, and they do hereby consent and agree to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as having waived or condoned any cause for divorce; and,

WHEREAS, in order to give direction and stability to the separation, and in order to fix the rights, obligations and responsibilities of the parties, this Agreement is executed.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants, benefits and obligations arising therefrom, Husband and Wife do covenant and agree as follows:

ARTICLE I

The parties shall live separate and apart from one another from and after August 31, 1978, and each does acknowledge that the decision to do so was reached voluntarily and is the mutual decision of the parties as of December 15, 1978, that this voluntary decision is intended to be permanent and is further intended to terminate the marital relationship.

ARTICLE II

Each party shall be entitled to reside separate and apart from the other, free of all control by the other. Neither party shall harass, annoy or molest the other, nor shall either party compel or attempt to compel the other to cohabit or dwell with him or her against his or her free will, whether by threat, force, legal proceeding or otherwise. Neither party shall come to the home of the other without first having given notice of his or her pending arrival.

ARTICLE III

The Wife shall have the care and custody of the minor children of the parties, subject to reasonable rights of visitation by the Husband. The Husband shall pay unto the Wife the sum of $15.00 per week per child for a total of $30.00 per week for child support. Payments are to be made on Monday of each week, commencing with February 5, 1979. The Husband acknowledges that the Wife has agreed to this child support figure in view of the Husband's current take home pay, which the Husband acknowledges to be approximately $120.00 per week. Both parties

recognize that this figure may be modified by the Court upon proper proof of a change in circumstances of either party.

ARTICLE IV

The husband acknowledges that there is due and owing from him to the Wife the sum of $820.00, consisting of child support arrears totalling $560.00, from September 1, 1978 to February 1, 1979, and repayment to the Wife of $260.00 from insurance reimbursement received by the Husband for medical bills, of their daughter Stacy which were paid by the Wife. Husband agrees to pay the sum to the Wife in consecutive monthly installments of $100.00 each, due the fifteenth day of each and every month, commencing February 15, 1979, until fully paid.

ARTICLE V

Husband further agrees to be responsible for maintaining health insurance protection for the children equal to the protection afforded the children under his previous health insurance plan while employed at the London Fog Corporation. The Husband and Wife agree to remain equally responsible for the payment of all reasonable and necessary medical, dental and prescription bills incurred in the care of the children which are not covered by the insurance mentioned above.

ARTICLE VI

The personal property of the parties has been divided to their mutual satisfaction.

ARTICLE VII

From and after the date of separation, neither party shall contract debts, charges or liabilities for which the other may or could be liable, and each shall indemnify the other and hold him or her free and harmless from any and all debts contracted after the date of separation. Husband further agrees to indemnify the Wife and hold her harmless for any joint debts owed by the parties as of the date of separation hereinbefore stated including, but not limited to, the payment to St. Agnes Hospital for treatment rendered to their daughter Stacy in 1978.

ARTICLE VIII

In consideration of the mutual agreement of the parties voluntarily to live separate and apart and the provisions contained herein for the respective benefit of the parties and other good and valuable consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, whether past, present or future.

ARTICLE IX

Each party hereto reserves any and all rights he or she may have to administer the estate of the other, or to claim upon the estate of the other.

ARTICLE X

Neither party waives or condones any cause for divorce, whether now existing or hereafter arising. Either party may initiate and pursue a divorce action in any court of competent jurisdiction.

Should either party initiate and pursue a divorce action, this Marital Settlement Agreement shall be submitted to the court in which such action is filed for its approval, and, insofar as the same is ratified, shall be incorporated into and made a part of any decree issuing from said court in said action.

ARTICLE XI

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

ARTICLE XII

Except as provided in Article III, it is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion of any part of this Agreement by the parties shall not effect the remaining terms and provisions hereof. No court shall amend, change or alter any provision herein with respect to the division of property of the parties.

ARTICLE XIII

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, having had the opportunity of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

ARTICLE XIV

Each party shall be separately responsible for counsel fees incurred relative to the negotiation and preparation of this Agreement. In the event a decree of divorce is obtained by either of the parties hereto in any court of competent jurisdiction, parties shall be responsible for their own attorney fees, and the Plaintiff in any such action shall pay the court costs and Master fees incident thereto.

IN WITNESS WHEREOF, the parties have set their hands and seals this 5th day of February, Nineteen Hundred and Seventy-nine.

ATTEST:

Mrs Grace Kerfes — Barbara A. Hatfield (SEAL)
BARBARA A HATFIELD

Dale R. Reid — John W. Hatfield Jr. (SEAL)
JOHN W. HATFIELD, JR.

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 5th day of February, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BARBARA A. HATFIELD, known to me (or satisfactorily proven), to be the person mentioned in the within instrument, and she made oath in due form of law, that the matters and facts contained therein are true and correct, to the best of her knowledge, information and belief, and she acknowledged to me that she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

J. Barry Hatfield
NOTARY PUBLIC

My Commission Expires:
7/1/82

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 5th day of February, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN W. HATFIELD, JR., known to me (or satisfactorily proven), to be the person mentioned in the within instrument, and he made oath in due form of law, that the matters and facts contained therein are true and correct, to the best of his knowledge, information and belief, and he acknowledged to me that he executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

J. Barry Hatfield
NOTARY PUBLIC

My Commission Expires:
7/1/82

NANCY L. RHOTEN	*	IN THE
Plaintiff	*	CIRCUIT COURT
	*	FOR
vs.	*	CARROLL COUNTY
CHARLES L. RHOTEN	*	WESTMINSTER, MARYLAND
Defendant	*	EQUITY NO. 15168

* *

ORDER AND DECREE

The Plaintiff's Supplemental Bill of Complaint for Divorce A Vinculo Matrimonii having come on for hearing April 5, 1979, the Defendant being present in proper person, it is this 11th day of April, 1979, by the Circuit Court for Carroll County, sitting as a Court in Equity, ADJUDGED, ORDERED and DECREED that NANCY L. RHOTEN, Plaintiff, be, and she is hereby divorced a vinculo matrimonii from CHARLES L. RHOTEN, Defendant.

AND IT IS FURTHER ADJUDGED, ORDERED, and DECREED that the custody of Earl Woodrow Rhoten, the minor child of the parties hereto, be, and is hereby awarded unto the Plaintiff, NANCY L. RHOTEN, with the right unto the Defendant of visitation at all reasonable times and under reasonable circumstances, subject to the further Order of this Court;

AND IT IS FURTHER ADJUDGED, ORDERED, and DECREED that the Defendant, CHARLES L. RHOTEN, pay unto the Plaintiff, NANCY L. RHOTEN, the sum of $20.00 per week accounting from the date of this Decree, said payments to be made payable to the Bureau of Support and Enforcement and mailed to the Carroll County Department of Social Services, 95 Carroll Street, Westminster, Maryland 21157, with an additional 25 cents per payment for service charge thereon, subject to the further Order of this Court;

AND IT IS FURTHER ADJUDGED, ORDERED, and DECREED that the jurisdiction of the matter of alimony, be, and is hereby reserved, subject to further Order of this Court.

-JUDGE-

FMA:ryn
4/9/79

BRENDA P. TRAGESER	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
CHARLES F. TRAGESER	:	CARROLL COUNTY
Defendant	:	EQUITY CASE NO. 14995

DECREE OF DIVORCE A VINCULO MATRIMONII

Plaintiff's Bill of Complaint for Divorce A Vinculo Matrimonii and Decree Pro Confesso having come on for hearing on the 12th day of April, 1979, and testimony having been heard and considered, it is this 11th day of April, 1979, by the Circuit Court for Carroll County, Maryland, sitting as a Court in Equity,

ORDERED that Plaintiff, Brenda P. Trageser, be and she hereby is divorced A Vinculo Matrimonii from the Defendant, Charles F. Trageser; and it is further,

ORDERED that the care, custody and control of the minor child of the parties, Michael Eugene Trageser, be and is hereby awarded to the Plaintiff, subject to reasonable visitation rights by the Defendant; and it is further,

ORDERED that the Defendant, Charles F. Trageser, be and he hereby is required to pay to "Department of Social Services for Carroll County, Bureau of Support and Enforcement (child support for Michael Eugene Trageser), 95 Carroll Street, Westminster, Maryland 21157", the sum of Twenty-Five Dollars ($25.00) per week for child support.

JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
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CLERK

RONALD BIEN	*	IN THE
Complainant	*	CIRCUIT COURT
	*	FOR
vs.	*	CARROLL COUNTY
CAROLINE BIEN	*	WESTMINSTER, MARYLAND
Respondent	*	EQUITY NO. 15252

* *

ORDER AND DECREE

The captioned matter having come on for hearing on a Bill of Complaint filed by the Complainant, and on a Petition for Custody filed by the Respondent, testimony having been taken and considered, it is this 18th day of April, 1979, by the Circuit Court for Carroll County, sitting as a Court in Equity:

ADJUDGED, ORDERED and DECREED that RONALD BIEN, Complainant, be, and he is hereby divorced a vinculo matrimonii from CAROLINE BIEN, Respondent; and it is

ORDERED that the minor children of the parties; namely, Matthew R. Bien, born September 8, 1962, Lucas M. Bien born July 15, 1966, and Kurt L. Bien born August 10, 1967, shall be in temporary custody of the Respondent, subject to the further Order of this Court at such time as the report of the Carroll County Department of Social Services, Ordered December 6, 1978, is received, and subject thereafter to the continuing Order of this Court; and it is

ORDERED that Complainant shall be entitled to visit with the said minor children and have them visit with him at such times as are reasonable and proper under the circumstances; and it is

ORDERED that RONALD BIEN, Complainant shall pay unto CAROLINE BIEN, Respondent as hereinafter provided, the sum of $7.00 per week, per child, said payments to continue for each child until he respectively attains his majority, marries, dies, or becomes self-supporting,

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- 2 -

whichever shall first occur. Said payments are to be made to "Bureau of Support Enforcement", and are to be mailed to the Carroll County Department of Social Services, 95 Carroll Street, Westminster, Maryland 21157. Each such payment must be accompanied by a service charge of an additional $0.25; and it is

ORDERED that the parties shall ~~pay~~ share the costs of these proceedings as taxed by the Clerk of this Court.

C. O. Hunt
- JUDGE -

APPROVED AS TO FORM:

William L. Marquat
Attorney for Complainant

Elwood E. Swam
Attorney for Respondent

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The separation agreement in regard to child support states in paragraph 4:

> "Husband shall give unto the Wife such sum of money as the Husband can afford, not to exceed Thirty-five Dollars ($35.00) per week, said payment to continue until said children shall reach the age of majority, become married, emancipated or shall become employed and self-supporting, whichever shall first occur, provided, however, that said obligation to provide support shall continue for any child beyond the age of majority until graduation from high school."

The testimony revealed that the Defendant paid to the Plaintiff One Hundred Fifty Dollars ($150.00) during 1977 toward the support of the children as well as an undetermined amount in 1976. There have been no payments in 1978. The Defendant argues that this sum from the sale of her house is available for the support of the children. The Plaintiff argues that she is entitled to retrospective as well as prospective support "arrearage". In view of the agreement as to support of the children contained in the separation agreement we reject her argument as to the arrearage, there being no way for the Court to determine the amount due.

The allegation of immoral conduct on the part of the Plaintiff raised by the Defendant causes us serious concern for the best interests of the children. We are of the opinion that an investigation of the homesof both parties would be appropriate. We have by separate Order directed the Carroll County Department of Social Services to conduct such an investigation. We are also of the opinion that the award of custody of the minor children should await the results of these home investigations.

Pending the determination of who should be awarded custody of the minor children we believe that a definite sum should be awarded to the Plaintiff for their support. We have examined the evidence presented by the Plaintiff as to the needs of the children as well as the Defendant's capability to pay support. We are of the opinion that the Defendant should pay the sum of Fifty Dollars ($50.00) per week for the support of the two minor children

JANE W. HOLDER	X	NO. 14779 EQUITY
Plaintiff	X	IN THE
-v-	X	CIRCUIT COURT
ROY THOMAS HOLDER	X	FOR
Defendant	X	CARROLL COUNTY.

OPINION AND DECREE

Jane W. Holder, the Plaintiff, has filed a Bill of Complaint seeking a divorce a *vincuio matrimonii* from the Defendant, Roy Thomas Holder.

The record reflects that the parties were married on September 24, 1957, in a religious ceremony in Baltimore, Maryland. Three children were born as a result of the marriage, two of whom are still minors. These are Mark Thomas Holder, born May 13, 1960 and John Allan Holder, born August 17, 1964. Both children currently reside with the Plaintiff.

The record further reflects that on or about July 2, 1976, the parties separated and have since that date lived separate and apart. The testimony revealed that the Defendant left the marital abode and that there is no hope or expectation of a reconciliation. The Defendant does not contest the divorce.

In addition to her prayer for divorce the Plaintiff seeks permanent care and custody of the minor children, a reasonable amount for their support and maintenance, costs of these proceedings and a contribution toward her attorney's fee. The Defendant in his Answer to the Bill of Complaint and by his testimony at the hearing seeks the custody of the minor children. He alleges that the Plaintiff is living in an immoral environment and that this is detrimental to the children.

On December 16, 1976, the parties entered into a separation agreement whereby they provided for a division of their property, visitation rights of the Defendant with the children and other matters.

"PLAINTIFF'S EXHIBIT NO. 1"

SEPARATION AGREEMENT

THIS AGREEMENT, Made this [illegible] day of December, 1976, by and between JANE W. HOLDER, hereinafter called "Wife", party of the first part, and ROY THOMAS HOLDER, hereinafter called "Husband", party of the second part.

WITNESSETH: Whereas the parties hereto were duly married on or about September 24, 1957, in Baltimore, Maryland; and as the result of the marriage, three (3) children were born to the parties, namely, Timothy Mark Holder, whose date of birth is August 25, 1958, Mark Thomas Holder, whose date of birth is May 13, 1960 and Jon Allan Holder, whose date of birth is August 17, 1964.

WHEREAS, irreconcilable differences have arisen bewteen the parties hereto and the parties have agreed voluntarily to live separate and apart and the Husband has therefore left the marital home on or about July 2nd , 1976, and

WHEREAS, in contemplation of the existing changes in their relationship the said parties desire to enter into this Agreement for the purpose of making a reasonable disposition of their personal rights and property rights and, despite their differences, have come to an understanding regarding the support and custody of Wife and children, in the event a decree of divorce be passed at some future date; and

WHEREAS, each of the parties hereto is fully advised and informed of the property, estate and prospects of the other and have been fully advised and informed of their respective rights and obligations one to the other.

NOW, THEREFORE, in consideration of the premises and the sum of Five Dollars ($5.00) paid in hand by each unto the other, the receipt of which is hereby acknowledged, and for other good and valuable considerations, and the performance of their obligations hereto by each of the parties unto the other, it is agreed by them as follows:

1. The parties may and shall continue to live apart for the rest of their lives. Each shall be free from interference, direct and indirect, by the other as fully as though unmarried. Each may for his or her separate benefit, engage in any employment, business or profession he or she may choose.

until Mary Thomas graduates from high school, and thereafter the support payment should be reduced to Thirty-five Dollars ($35.00) per week until such time as a determination of child custody is made.

It is thereupon, this 11th day of April, 1978, by the Circuit Court for Carroll County, ADJUDGED, ORDERED and DECREED, that the Plaintiff, Jane W. Holder be, and she is hereby, divorced *a vinculo matrimonii* from the Defendant Roy Thomas Holder. It is further ORDERED that the matter of child custody is to be as provided by the separation agreement pending future determination by the Court. It is also ORDERED that the Defendant pay unto the Plaintiff the sum of Fifty Dollars ($50.00) per week as child support until the minor child Mark Thomas Holder graduates from high school and thereafter the sum of Thirty-five Dollars ($35.00) per week, subject to the further order of this Court. It is further ORDERED that the prayer of the Plaintiff for an award of counsel fees be, and the same is hereby, denied.

Costs as taxed by the Clerk of this Court to be paid by the Defendant.

Associate Judge.

full responsibility for payment of the Mortgage and shall, in addition, pay all taxes, water rent and any other governmental charges assessed against said property and shall be solely responsible for the payment of all utilities necessary for the use and service of said property and for the cost of all necessary repairs and maintenance.

6. The parties hereto are presently the owners of certain personal property located in the dwelling aforesaid, and the owners of certain other goods and chattels and the parties hereto agree as follows concerning these items:

(a) All of the furniture, furnishings, household goods, appliances, and other items of personal property contained in the property heretofore mentioned belonging to the parties hereto shall be the sole and separate property of Wife with the exception that Husband shall be entitled to all of his personal belongings, clothing, and other personal effects, which property shall become the sole and separate property of Husband.

(b) Wife is the titled owner of a 1975 Ford Granada and the parties agree that this is the sole and separate property of Wife.

7. ~~The Husband agrees, that in addition to the herein support for the minor children, he will maintain Blue Cross and major medical and hospital insurance coverage for the minor children and will in addition pay any and all medical, dental, orthodontic, prescription or other expenses of a similar nature on behalf of and for the benefit of said minor children as long as his obligation to support said minor children under this Agreement continues. In addition, the Husband agrees that so long as he is married to Wife, he will maintain similar coverage for her benefit and pay similar expenses incurred by her in excess of said medical insurance.~~

8. The parties hereto covenant that the following debts exist for which they are liable and they agree to satisfy those obligations as follows:

(a) The mortgage indebtedness will be assumed by Wife and thereafter paid by her solely and she agrees to indemnify and hold harmless Husband for any failure on her part to do so.

2. The parties may not molest or interfere with each other, nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever.

3. That the Wife, Jane W. Holder, shall have and retain the care and custody of the minor children of the parties hereto and the Husband shall have the right to have the children with him on Wednesday and Friday of each week, between the hours of 6:00 P.M. and 11:00 P.M., provided this does not in any way conflict with their school schedule. In addition, Husband shall have the right to have the children with him on Sundays beginning as early as 6:00 A.M. provided this is agreeable to said child and to return the children as late as 11:00 P.M. provided this is agreeable to said child and Wife. In addition, Husband shall have the right to have the children with him for a two week period during the summer to coincide with his vacation schedule and the parties agree to alternate holidays and birthdays between them as shall be agreed upon between the parties.

4. Husband shall ~~pay unto the Wife the sum of Thirty-five Dollars~~ give unto the Wife such sum of money as the Husband can afford not to exceed, Thirty-five Dollars ($35.00) per week ~~[illegible]~~ said payment to continue until said children shall reach the age of majority, become married, emancipated or shall become employed and self-supporting, whichever shall first occur, provided, however, that said obligation to provide support shall continue for any child beyond the age of majority until graduation from high school.

5. The parties hereto are presently the owners, as tenants by the entireties, of property known as 1909 Suffolk Road, Finksburg, Maryland, said property being subject to a lien of a first mortgage held by Irvington Federal Savings and Loan Association and the parties covenant and agree that in consideration of the execution and delivery of this Agreement, that they will perform the following acts with respect to the aforesaid property.

(a) Husband simultaneously with the execution hereof, conveys unto Wife, all of his right, title and interest in and to said property unto Wife, subject to the lien of the mortgage and Wife will continue to occupy the property, and shall assume the

(b) ~~The unpaid bill due Dr. Gilbert for orthodontic treatment in the approximate amount of $400.00 shall be paid solely by Husband and he agrees to indemnify and hold harmless Wife for any failure on his part to do so.~~

(c) Husband had previously been a co-owner in a MAACO franchise and as a result thereof had secured a Small Business Administration loan, one of the conditions thereof being a requirement that Husband and Wife guaranty the repayment thereof. Husband is in the process of having the parties released from said loan obligation and agrees that he will diligently pursue having this loan released and will hold Wife harmless from said debt.

9. The parties shall not, at any time hereafter, contract any debt or debts, charge or liability whatever, for which the other party may be or become personally liable or answerable and will at all times keep each other indemnified against all such debts or liabilities and all actions, claims, demands, costs, damage and expenses on account thereof, unless otherwise provided in this Agreement.

10. The Wife is aware of her rights to alimony, support and maintenance and she agrees in consideration for the transfer of the real estate as hereinbefore provided unto her, to relinquish and waive any such right which she may now or hereafter have to alimony, support and maintenance and Wife does hereby release and fully discharge the Husband of all obligations on his part to provide in any manner for her support and maintenance and to pay her temporary or permanent alimony, past, present or future.

11. The parties agree to be responsible for their own attorney's fees in connection with this Agreement. Husband agrees to pay any court costs in connection with any subsequent proceeding for Divorce, including Master-Examiner fees, if any.

12. Nothing herein contained shall be construed to bar or to prevent either of the parties hereto at any future time from instituting any proceedings against the other with a view of obtaining an absolute divorce, however, such proceedings shall not in any way effect or disturb the covenants and contents of this Agreement, but to the contrary,

said Agreement shall be offered in evidence and shall constitute a full understanding with respect to a settlement of the matters hereincontained referred to insofar as such divorce proceedings are concerned.

13. And the parties to this Agreement solemnly and specifically aver that this foregoing Agreement and conveyance has been entered into without any undue influence, fraud, coercion and misrepresentation of any kind or from any cause other than herein specified and further state that they have fully read the foregoing Agreement and conveyance and do understand the nature, meaning and effect of this document, and are represented or have been advised of their right to be represented by independent counsel prior to the signing hereof.

14. The parties hereto agree that they will do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged and delivered all such further acts, deeds, covenants or instruments, which the other party may reasonably request for the purpose of giving full force and effect to the provisions of this Agreement, and to carry out the performance of the covenants and agreements herein contained.

15. This Agreement constitutes the entire understanding of the parties. (It supersedes any and all prior agreements between them.) There are no representations or warranties other than those expressly herein set forth.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement, all this 16th day of December, 1976, in the County of Baltimore, State of Maryland.

Witness as to Jane W. Holder's signature	Jane W. Holder (SEAL)
Witness as to Roy Thomas Holder's signature	Roy Thomas Holder (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28th day of September, 1976, before me, the subscriber, a Notary Public in and for the State of Maryland, County aforesaid, personally appeared JANE W. HOLDER, who made oath in due form of law that the matters and facts as set forth in the foregoing Agreement are true to the best of her information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

STATE OF MARYLAND, COUNTY OF , to wit:

I HEREBY CERTIFY, that on this 16th day of Dec, 1976, before me, the subscriber, a Notary Public in and for the State of Maryland, County aforesaid, personally appeared ROY THOMAS HOLDER, who made oath in due form of law that the matters and facts as set forth in the foregoing Agreement are true to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

NELSON S. HALSEY	*	NO. 15710 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
MARY R. HALSEY	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This cause standing ready for hearing and submitted by the Plaintiff, the proceedings having been read and considered by the Court;

WHEREUPON IT IS ORDERED this 19th day of April, 1979, that the Plaintiff, Nelson S. Halsey, be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, Mary R. Halsey; and

It is further ORDERED that the Defendant be and she is hereby authorized to resume the use of her maiden name, Mary Louise Knick Richard; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.

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CLERK

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 31st day of ~~April~~ May, 1978, by and between Keith A. Lukens, hereinafter referred to as "Husband, and Donna E. Lukens, hereinafter referred to as "Wife".

W I T N E S S E T H:

WHEREAS, the parties hereto are now husband and wife having been legally married by a civil ceremony on November 1, 1976, in the State of Maryland, County of Carroll.

WHEREAS, as a result of the said marriage, no children were born.

WHEREAS, certain irreconcilable differences have arisen between the parties, for which they have mutually and voluntarily consented to live separate and apart, and have lived separate and apart since the 21st day of January, 1978, and further that there is no reasonable expectation of a reconciliation between them, and the said parties do hereby consent and agree from the date of this Agreement to continue to live separate and apart from each other during their natural lives.

WHEREAS, the parties hereto desire to settle and agree upon their mutual, respective and joint property rights and interests including but not limited to the equitable division of assets and to settle other rights and obligations arising out of the marital relationship, and to that end, this Agreement is executed and delivered.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them, separately and jointly, and of their respective incomes, obligations and needs after due consideration, do fully and voluntarily agree

CASE No. 15711 EQ
PLTFF'S EX-1
7/26/79 WDM

DLJ/jac
4/19/78

DAVID L. JOHNSON
ATTORNEY AT LAW
196 PENNSYLVANIA AVENUE
WESTMINSTER, MD. 21157
TELEPHONE
848-1000
876-1070

DONNA LUKENS	:	No. 15711 Equity
Plaintiff	:	IN THE
vs	:	CIRCUIT COURT
KEITH LUKENS	:	FOR
Defendant	:	CARROLL COUNTY

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 26th day of April, Nineteen Hundred and Seventy-nine, that the above-named Plaintiff, Donna Lukens, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Keith Lukens; and

It is further ADJUDGED, ORDERED and DECREED that the pertinent parts of the Separation Agreement by and between the parties hereto, dated May 31, 1978 and filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that the name of the Plaintiff, Donna Lukens, be and the same is hereby changed to Donna Elizabeth Harvey, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Judge

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as follows:

GENERAL PROVISIONS

The parties agree that they have voluntarily agreed to separate and have separated on the 21st day of January, 1978, and that the separation is permanent and voluntary and each agrees-es to live separate and apart in separate places of abode, without cohabitation.

Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

Neither of the parties shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights; and that said parties may at all times hereafter live apart from each other, free from the others authority.

Nothing contained in this Agreement or in the separation of the parties as a result of this Agreement, shall be construed as a waiver by either of the parties for any grounds of divorce which either of them may now have or hereafter have against the other, the same hereby being expressly reserved.

Each party especially stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce; and it is hereby expressly agreed that in the event of such proceeding or proceedings, each of the parties shall be liable solely for his or her own counsel fees incurred in connection therewith, and each does hereby re-lease the other from any charge or liability from his or her counsel fees.

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DISPOSITION OF PERSONAL PROPERTY

The husband tranfers and assigns unto the wife all of his respective right, title and interest, to the Bedroom suiteand such

LIBER 11 PAGE 596

other jointly owned household furniture and chattels as are now in her possession and are not otherwise distributed herein.

The wife transfers and assigns unto the husband, all of her respective right, title and interest in and to the vacuum cleaner and the living room suite and such other jointly owned household furniture and chattels as are now in his possession and are not otherwise distributed herein.

Each of the parties transfers and assigns unto the other all of their respective right, title and interest in and to such motor vehicles or motorcycles as the parties now have in their respective possession and titled in their respective names.

The Husband and Wife agree that the clothing, personal effects and personal property of the other of whatsoever descrip-tion shall be free of the claim of the other. The wife agrees to turn over to the husband such clothing or personal property of the husband [illegible] as she now has in her possession. The husband agrees to turn over to the wife all clothing and personal property of the wife's as he now has in his possession.

SUPPORT FOR WIFE OR HUSBAND

In consideration of the mutual agreement of the parties voluntarily to live separate and apart and the provisions contain-ed herein for the respective benefit of the parties, and other good and valuable considerations, each party releases and waives unto the other any claim or right to temporary or permanent ali-mony, support or maintenance, whether past, present or future.

OUTSTANDING INDEBTEDNESS

The husband agrees to pay the Beneficial Finance loan and the Investors loan and to indemnify the Wife from any and all liability in connection with said loans.

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parties hereto, as herein before set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, in his or her name, place and stead, to execute, acknowledge and deliver according to Law, such other and further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

The parties further agree as follows:

(a) Husband does hereby covenant and agree not to contract debts, charges or liabilities for which the Wife may be liable, and at all times to keep the Wife, free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Husband.

(b) Wife does hereby covenant and agree not to contract debts, charges or liabilities for which the Husband may be liable, and at all times to keep the Husband, free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Wife.

Subject only to any provisions contained to the contrary, the Wife and Husband hereby release, relinquish, waive, surrender grant and assign to each other, their heirs, personal representatives, devisees, legatees, distributees and assigns, all of their rights or claim of dower, descent, inheritance and distribution or the right to administer on their estate in the event they predecease each other or such claim arising out of said marriage between them or other wise, in and to, or to participate in any way in the ownership, distribution, or enjoyment of the property or estate, of the other, real, personal or mixed, whether now owned or hereafter acquired by them, and whether arising out of the said marriage relation or otherwise, to the end that each of the parties hereto shall be forever barred from all rights

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The wife agrees to pay the loans from the Commercial Credit Company and the Westminster Trust Company and to indemnify the husband from any and all liability in connection therewith.

MISCELLANEOUS PROVISIONS

With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by the said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in the said decree, that in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is agreed further that regardless of whether the said Agreement and all or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

The parties hereto and each of them, will upon request execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions thereof. It is intended that none of the provisions of this Agreement shall be in any way altered, changed, cancelled, abrogated or anulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or anullment shall only take place after reduced in writing, signed, sealed and witnessed and acknowledged by the parties hereto, and the amendment or deletion of any part of this Agreement by the parties as a result of the reconciliation or otherwise, or by any Court, shall not effect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the

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in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of parties, and agree to execute or join with each other in the execution of any deed, assignment, or other conveyance or release which may be necessary or convenient to carry out the provisions hereof and to permit the other to transfer and convey their property free and clear of all claims of the other, as if the said parties were or are unmarried.

This Agreement shall be interpretated in accordance with and controlled by the Laws of the State of Maryland.

Husband and Wife agree that the provisions of this voluntary separation and property settlement agreement are not subject to any court modifications.

Each of the parties hereto declares that he or she fully understands all of the terms and provisions of this Agreement and that they have each had the benefit of independent counseling from an attorney of their own choosing, as to the contents of this Agreement, and that each signs this Agreement freely and voluntarily acting independently and intending thereby that this Agreement shall be binding upon the parties hereto, and each party recognizes that all of the terms of the Separation Agreement are recorded and are written herein, and that no other terms of any Agreement shall be binding upon the parties, except as hereinbefore stated.

This Agreement is executed in three, identical original counterparts, each of which is complete in itself and may be introduced in evidence, proved, recorded, and used for any other purpose without the production of the other counterpart, but all of which taken together shall be deemed one and the same instrument.

This agreement shall enure to and be binding on the heirs devisees, legatees, personal representatives and assigns of the parties hereto.

JOHNSON & HELT
ATTORNEYS AT LAW
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WITNESS the hands and seals of the parties.

WITNESS: KEITH A. LUKENS (Seal)

DONNA E. LUKENS (Seal)

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I hereby certify that on this 31st day of May, 1978, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared KEITH A. LUKENS, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I hereby certify that on this 31st day of May, 1978, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared DONNA E. LUKENS, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

JOHNSON & HELT
ATTORNEYS AT LAW
196 PENNSYLVANIA AVENUE
WESTMINSTER, MD. 21157
TELEPHONE
848-1000
876-1070

VOLUNTARY SEPARATION AGREEMENT

THIS AGREEMENT, made this 26th day of February, 1979, by and between DIANA DAWN SEWELL, party of the first part, hereinafter called "Wife", and JAMES NORWOOD SEWELL, party of the second part, hereinafter called"Husband";

WHEREAS, the parties hereto are Husband and Wife, and irreconcilable differences have arisen between them, and whereas they have mutually and voluntarily lived separate and apart since on or about January 1, 1976; and,

WHEREAS, in view of the said differences and circumstances and in order to avoid any unnecessary controversy respecting alimony for the said Wife, and mutual property rights, the parties desire to make a settlement providing therefor and governing all other property rights and interests of each of the parties hereto in the property and estate of the other.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That in consideration of the premises and mutual covenants herein contained, as well as other good and valuable considerations, the parties hereto do mutually undertake, covenant and agree as follows:

1. That the Husband covenants and agrees that he will not contract any debts, charges or liabilities for which his Wife may be held liable and that he will, at all times, keep the Wife free, harmless and indemnified from any and all debts, charges and liabilities hereafter contracted by the Husband.

2. That the Wife covenants and agrees that she will not contract any debts, charges or liabilities for which her Husband may be held liable and that she will, at all times, keep the Husband free, harmless and indemnified from any and all debts, charges, and liabilities hereafter contracted by the Wife.

3. It is specifically understood and agreed that neither of the parties hereto shall molest or annoy the other or compel or endeavor to compel the other to cohabit or dwell with him or her

Case No. 15755 EQ
~~Pltff/State~~ PLTFF
EXHIBIT NO. 1
__Deft
__For ID
__For Evid. 2/26/79 WJM

DIANA DAWN SEWELL	*	NO. 15755 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
JAMES NORWOOD SEWELL	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This cause standing ready for hearing and submitted by the Plaintiff, the proceedings having been read and considered by the Court:

WHEREUPON IT IS ORDERED this 12th day of March, 1979, that the Plaintiff, Diana Dawn Sewell, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, James Norwood Sewell; and

It is further ORDERED that the Plaintiff be and she is here authorized to resume her former name, namely Diana Dawn Pedroni; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated February 26, 1979 and filed in this cause be and the same are hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

JUDGE

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CLERK

by any legal or other proceedings and further that neither party hereto shall call upon or visit the other.

4. It is specifically understood and agreed by the parties that they shall live separate and apart from each other and each shall be free from interference, authority or control by the other as if he or she were unmarried and each may conduct, carry on or engage in any employment, business or trade for his or her sole benefit and use without and free from any control, restriction or interference, either direct or indirect, by the other.

5. That all household furniture, furnishings and all tangible and intangible personal property have previously been distributed by and between the Husband and Wife, and each hereby declare that they are fully satisfied with the distribution heretofore made.

6. That the Husband and Wife hereby waive any and all claim each may have to alimony, both temporary and permanent, hereby declaring that each is fully satisfied with respect thereto.

7. The Husband and Wife hereby waive any and all claim each may have to the other for any loan made between the parties prior to the date of separation.

8. That the parties hereto, for themselves and their heirs, personal representatives and assigns do hereby mutually release each other and each other's heirs, personal representatives and assigns of and from any and all other claim in the property and estate of the other, before, upon and after the death of the other as spouse, as surviving spouse, heir, next of kin or successor by way of dower, courtesy, decent, inheritance, legal interest, or distribution growing out of the marriage between the parties hereto; that each of the parties hereto may hereafter hold, convey, make testamentary disposition of, or otherwise dispose of their respective properties, and estates free and clear of any and all rights of the other; and that each of the parties agree that they respectively will execute any instrument or covenant of writing which

shall, from time to time hereafter, be necessary or convenient to enable the other, his or her heirs, personal representatives and assigns, to hold or dispose of their properties or estates free and clear of all material rights of the other.

9. This Agreement shall be interpreted in accordance with and be controlled by the laws of the State of Maryland.

10. This Agreement may be incorporated in any Decree of Final Divorce which may be passed by any Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then in that event, the parties for themselves, their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof. It is further agreed that regardless of whether said Agreement or any part thereof shall be incorporated in any such decree, the same shall not be merged in said Decree, but said agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

11. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

12. Nothing herein contained shall be taken to effect in any way the right by either party hereto to bring suit against the other for proper purpose.

13. The parties hereto acknowledge that each of them is making this Agreement as his or her own free will and volition, and acknowledge that no coercion, force, or pressure or undue influence has been used against either party in the making of this Agreement, either by the other party in this Agreement or by any other persons. The parties hereto declare that they have entered into this Agreement after full and complete disclosure of all the facts and circumstances of their individual situations, both financial and other-

wise. The parties declare that each signed this Agreement freely and voluntarily with full understanding of its contents and provisions.

IN WITNESS WHEREOF, the said parties have hereunto set their hand and seals, the day and year first above written.

WITNESS:

_____ Diana Dawn Sewell (SEAL)
DIANA DAWN SEWELL

Deborah A. Garrett _____ James Norwood Sewell (SEAL)
JAMES NORWOOD SEWELL

STATE OF Maryland, COUNTY OF Baltimore

I HEREBY CERTIFY that on this 6th day of February, 1979, before me, the subscriber, a Notary Public for the State of Maryland, in and for Baltimore County, personally appeared, JAMES NORWOOD SEWELL, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and made oath under the penalties of perjury under due form of law that he has read the said instrument in its entirety and that the facts and matters therein contained are true and that he executed the same for the purposes named therein.

AS WITNESS my hand and Notarial Seal.

DEBORAH A. GARRETT NOTARY PUBLIC Baltimore Co., Md.

Deborah A. Garrett
NOTARY PUBLIC

My Commission Expires: 7/1/82

STATE OF Maryland COUNTY OF Carroll

I HEREBY CERTIFY that on this 26 day of February 1979, before me, the subscriber, a Notary Public for the State of Maryland, in and for Carroll County, personally appeared, DIANA DAWN SEWELL, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument

and made oath under the penalties of perjury under due form of law that she has read the said instrument in its entirety and that the facts and matters therein contained are true and that she executed the same for the purposes named therein.

AS WITNESS my hand and Notarial Seal.

RALPH J. DERESKY NOTARY PUBLIC Carroll Co., Md.

_____
NOTARY PUBLIC

My Commission Expires: 7-1-82

WILLIAM EARL LEATHERWOOD	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.		FOR
MARY LOUISE LEATHERWOOD	*	CARROLL COUNTY
Defendant	*	Equity # 14927

* * * * * * * * *

DECREE

This cause standing ready for hearing and being submitted by the plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 26th day of ~~July~~ Feb., Nineteen Hundred and Seventy-~~Eight~~ Nine, that the above-named plaintiff, William Earl Leatherwood, be and he is hereby divorced "A VINCULO MATRIMONII" from the defendant, Mary Louise Leatherwood; and

It is further ORDERED that the plaintiff pay the cost of these proceedings.

E. A. Mann Jr.
Associate Judge

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LINDA P. WALKER	*	NO. 15846 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
RICHARD DAVID WALKER	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This cause standing ready for hearing and submitted by the plaintiff, the proceedings having been read and considered by the Court:

WHEREUPON IT IS ORDERED this 16th day of April, 1979, that the plaintiff, Linda P. Walker, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, Richard David Walker; and

It is further ADJUDGED, ORDERED AND DECREED that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, Linda Lee Parks; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

E. A. Mann Jr.
JUDGE

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