

BRENDA A. BARNES * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
CHARLES CARROLL BARNES * CARROLL COUNTY
Defendant * EQUITY NO. 18342

D E C R E E

The Plaintiff's Motion for Summary Judgment is hereby granted by this Court, and it is this 5th day of APRIL, 1982 by the Circuit Court for Carroll County, sitting in equity:

ORDERED, ADJUDGED and DECREED that the Plaintiff, Brenda A. Barnes, be and she is hereby divorced A Vinculo Matrimonii from the Defendant, Charles Carroll Barnes, and it is further

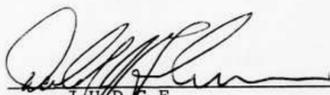
ORDERED that the care and custody of the minor child of the parties be and it is hereby granted unto the Plaintiff with the right and privilege unto the Defendant to visit with and have SAID child with her at all reasonable times and places, all subject to the Order of this Court, and it is further

ORDERED that the Defendant shall pay unto the Plaintiff for the support and maintenance of the minor child the sum of \$35 per week, subject to the Order of this Court, and it is further

ORDERED that the Plaintiff and Defendant be and they are hereby denied alimony, and it is further

ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto and filed in this cause be and it is 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.


J U D G E

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 7th day of February, 1981, by and between CHARLES CARROLL BARNES hereinafter referred to as "Husband", and BRENDA A. BARNES 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 religious ceremony on the 21st day of November, 1965, in the State of Maryland, County of Carroll.

WHEREAS, as a result of the said marriage, there was one child born, namely, CARROLL HANSON BARNES, born November 26, 1969.

WHEREAS, certain irreconcilable differences have arisen between the parties for which they have mutually and voluntarily consented to live separate and apart, and will live separate and apart from the 7th day of February, 1981 and further that there is no reasonable expectation of a reconciliation between them and the said parties do hereby consent and agree from that date 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 the provision of support and maintenance of the minor child of the parties 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 as follows:

GENERAL PROVISIONS

The parties agree that they have voluntarily agreed to separate and will separate on the 7th day of February 1981, and that the separation is permanent and voluntary and each agrees 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, the party who initiates said proceeding shall be solely responsible for the costs involved in said proceeding and each of the parties shall be solely liable for his or her own counsel fees incurred in connection therewith and each does hereby release the other from any charge or liability from his or her counsel fees.

CUSTODY OF THE MINOR CHILD

The Wife shall have the care and custody of the minor child of the parties with the right and privilege unto the Husband to visit and have the child with him at reasonable times and places.

The Husband shall be responsible for picking up the child for the visitation period. It is understood and agreed, however, that neither of the parties shall come to the premises of the other for visitation without a prior telephone call or other prior arrangements. Wife and Husband agree to keep each advised of their addresses, and of any changes in their addresses.

SUPPORT AND MAINTENANCE OF THE MINOR CHILD

The Husband shall pay unto the Wife for the support and maintenance of the minor child the sum of \$35.00 per week. Payments for support shall begin upon the separation of the parties, if not already made.

All obligations of the Husband to contribute toward support shall cease when the child reaches the age of eighteen, marries, or becomes self supporting or upon the death of the child or the husband, whichever event shall first occur.

In addition to the aforesaid support, the Husband shall carry and keep in force Blue Cross and Blue Shield insurance, or another equivalent insurance with equivalent coverage for the minor child, and shall further maintain in effect the existing family life insurance plan until a final divorce is granted. After a final divorce, the Husband shall change the beneficiaries, in his sole discretion, to make said child the beneficiary, or he may drop said plan entirely.

DISPOSITION OF PERSONAL PROPERTY

All tangible personal property and household chattels presently located at the parties residence at 1400 Fridinger Mill Road, Westminster, Maryland shall be and remain the sole

and exclusive property of the Wife, free and clear of any interest of the Husband with the exception of those items listed on Schedule A which is attached hereto and incorporated herein as a part hereof. Within 30 days from the date of this agreement upon reasonable advance notice from the Husband to the Wife, the Husband shall remove from the parties residence those items listed on Schedule A, which items shall be and remain the sole and exclusive property of the Husband, free and clear of any claim of the Wife.

RESIDENCE OF THE PARTIES

The parties are currently renting the real property known as 1400 Fridinger Mill Road, Westminster, Maryland for their residence. The Husband agrees that upon the date agreed upon for the separation of the parties, that he will move from said residence and take up residence elsewhere. Thereafter, the Wife and the minor child shall have the sole right to occupy the residence at 1400 Fridinger Mill Road and the Wife shall be solely responsible for all expenses in connection with the lease of the residence incurred or accruing subsequent to the separation of the parties. The Wife shall indemnify and hold harmless the Husband for any damages thereon and any rent or payments due subsequent to this separation from which he was/is not directly responsible.

DISPOSITION OF AUTOMOBILES

Husband hereby transfers and assigns unto the Wife, all of his right, title and interest in and to the 1980 AMC Eagle, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. Wife agrees to assume the payments for said automobile payable to the Carroll County Bank in connection therewith. Wife shall indemnify and hold harmless for any damages which may arise from the payment or nonpayment of amounts due the Carroll County Bank in connection therewith.

Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to the 1975 Ford Truck and the 1971 El Camino and she shall execute such documents as may be necessary or proper for the issuance of new certificates of title for said automobiles in his name alone. Husband shall pay the cost of, if any, for the transfer of the 1971 El Camino.

WAIVER OF ALIMONY

In consideration 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, 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.

DISPOSITION OF SAVINGS ACCOUNTS AND STOCKS

The Black & Decker stock in the name of the Wife and minor child and the passbook savings account at Carroll County Bank in the name of the Wife and minor child shall be the sole property of the Wife, free and clear of any interest of the Husband.

The savings account in the name of the Husband and the minor child shall be the sole property of the Husband, free and clear of any interest of the Wife.

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 annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or annulment 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 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 in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of the 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 hereto 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 interpreted 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, 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.

Except as otherwise provided herein each of the parties hereto himself or herself and his or her respective heirs, personal representatives and assigns releases all claims, demands, and interests arising under the Marital Property Act, Ch. 794 (1978), Laws of Maryland, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

This Agreement is executed in three, identical, original counterparts, each of which is complete in itself any 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.

WITNESS the hands and seals of the parties.

WITNESS:

Allen Hef

Charles Carroll Barnes
CHARLES CARROLL BARNES

Janet P. Lee

Brenda A. Barnes
BRENDA A. BARNES

STATE OF MARYLAND, COUNTY OF ^{Bethesda} CARROLL, to wit:

I HEREBY CERTIFY, that on this 7th day of February, 1981, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared CHARLES CARROLL 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.

WITNESS my hand and Notarial Seal.



Raymond H. Dennis
NOTARY PUBLIC

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, that on this 2nd day of February, 1981, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared BRENDA A. 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.

WITNESS my hand and Notarial Seal.



Janet P. Lee
NOTARY PUBLIC

SCHEDULE A

1 Captains bed
1 Leather covered chair
1 G.E. clock radio
2 sets of bed linen
2 Blankets
1 Pillow
1 Bed Spread
1 Dining room set
1 G.E. television, portable
1 Fire monitor
2 Lamps
1 Electric frying pan
2 Frying pans
1 Thermos
1 Lunch box
1 Plate
1 Cup
1 Bowl
1 Glass
1 Knife
1 Spoon
1 Fork
2 Towels
2 Wash Cloths
Personal toilet articles
7 Pictures and frames
All photographic equipment and supplies thereof
All personal sporting goods
All firearms
All archery sets
All hand tools, power tools, lawn & garden tools & farm tools

SCHEDULE A CONTINUED

John Deer lawn tractor and attachments
Lawn Mower
Snow Plow
Snow blade
3 Cultivators
Lawn Cart
Hand mower
Farmall H tractor and equipment
2 Plows
2 Discs
1 Harrow
1 Corn planter
1 Carry all
1 Front end loader
1, 3 Point lift boom
1 Manure spreader
2 Farm trailers
1, 6' Scraper blade
1 Hamer mill
1 Grist mill
2 Gas pumps
1 Field sprayer
Hog raising equipment
Tractor chains
Ladders
Scaffold jacks
10 Speed bicycle
Honda 50 mini baike
Electric welder
Acetelene welder

W. GLENN SPEICHER, JR. : No. 17971 Equity
 Plaintiff : in the
 vs : Circuit Court
 A. ELAINE OWINGS SPEICHER : for
 Defendant : Carroll County

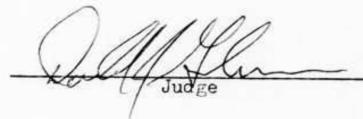
DECREE

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 5TH day of APRIL, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, W. Glenn Speicher, Jr., be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, A. Elaine Owings Speicher; and

It is further ADJUDGED, ORDERED and DECREED that the Separation and Property Settlement Agreement by and between the parties hereto, dated December 30, 1980 and filed in this cause of action, be and it is 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

4/5/82
 11:00 AM
 11:00 AM
 11:00 AM

SEPARATION
 AND
 PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 30TH, day of Dec, 1980, between W. Glenn Speicher, Jr., residing at 1609 Exeter Road, City of Westminster, State of Maryland (hereinafter called "husband") and A. Elaine Owings Speicher, residing at 2417 Nicodemus Road, City of Westminster, State of Maryland (hereinafter called "wife").

The parties stipulate and recite that:

A. They are husband and wife, having been married at Ascension Episcopal Church, City of Westminster, State of Maryland on October 18, 1975.

B. No children have been born to the marriage of the parties nor have any children been adopted.

C. In consequence of disputes and unhappy differences arising and persisting between the parties, they have separated as of June 1, 1980 and are living separate and apart at the respective residences shown above. Since their separation, husband and wife have agreed to live separate and apart for the remainder of their natural lives and desire by this instrument to memorialize such agreement and the terms, conditions, and provisions thereof.

For the reasons recited above, and in consideration of the mutual covenants contained herein, husband and wife do hereby agree one with the other as follows:

SECTION ONE
LIVING SEPARATE

It will be lawful for the wife at all times hereafter to live separate and apart from the husband at such residence as she may choose, wholly free from his marital control and authority and free from any restraint or interference, direct or indirect, by the husband, as if she were sole and unmarried. It will be lawful for the husband at all times hereafter to live separate and apart from the wife, at such residence as he may choose, free from her advice, control, and influence as if he were sole and unmarried.

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SECTION TWO
NO MOLESTATION OR INTERFERENCE

Neither party will in any manner molest or annoy the other, or compel or endeavor to compel the other to dwell with him or her, by any legal proceedings for the restoration of conjugal rights, or otherwise. Neither the husband or the wife will call upon or visit the other without the full consent and approval of the other.

Husband and wife may continue in their respective occupations, or engage in such other or different occupations as they may desire, each free from the control or interference of the other. Each party will receive and retain as his or her own, all income from his or her occupation.

SECTION THREE
DISPOSITION OF REAL PROPERTY

The parties acknowledge that they own as Joint Tenants a property known as 1609 Exeter Road, City of Westminster, Carroll County, Maryland which property is subject to a mortgage held by the New Windsor State Bank, New Windsor, Maryland. In consequence of the promises exchanged between the husband and wife, the parties hereto hereby covenant that the wife will execute all or any specific instruments required to transfer all right, title and interest in the aforementioned property to the name of the husband. In consequence of the covenant made by the wife, the husband hereby agrees to assume full responsibility for payment of all mortgages, insurance, tax obligations, or any other obligation arising out of and related to the aforementioned property. In addition, husband agrees to hold the wife harmless on the Promissory Note executed by the husband and wife in favor of Doctor & Mrs. W. Glenn Speicher, 135 East Main Street, Westminster, Maryland in connection with a loan taken on the aforementioned property. Additionally, husband promises to sell within three years from June 1, 1981, the aforementioned Real Property and deliver to wife, her heirs or assigns, ten percent (10%) of the equity remaining in said Real Property, the equity being determined after deducting all Real Estate Commissions, Settlement Costs, Mortgage Interests, and remaining liabilities from the gross Sales price. In consequence of these promises exchanged between the parties, wife will execute at the request of the husband the instruments referred to above as required.

SECTION FOUR
DISPOSITION OF PERSONAL PROPERTY

The parties have heretofore divided the properties, which they owned either together or separately, as follows:

- A. The wife shall retain all of her clothing, jewelry, and personal belongings.
- B. The wife shall retain the 1974 Mercury Cougar.
- C. The wife shall retain her sewing machine, washing machine, and dryer, if desired.
- D. The wife shall retain one (1) set of dishes, silverware, glasses, pots and pans, and other kitchen utensils as mutually agreed upon.
- E. The wife shall retain all house plants.
- F. The wife shall retain both the master bedroom set and the bedroom set utilized by Kimberly Ann Wilson, her natural daughter by a previous marriage.
- G. The wife shall retain all monies contained in any Bank Savings or Bank Checking accounts listed solely in her name. The husband shall retain all funds in such aforementioned accounts listed solely in his name.
- H. The husband shall retain full rights to all stocks, bonds, mutual funds, etc. which were owned by him prior to the marriage of the partners or acquired by him solely in his name, thereafter.
- I. The husband shall retain the 1976 Monte Carlo.
- J. The dining room table and accompanying chairs shall be delivered to the wife for return to her brother-in-law, Larry Harmon.
- K. The wife shall retain the refrigerator and the husband shall retain the upright freezer.
- L. The wife shall retain the couch and two chairs which were previously owned by Robert and Diane Blubaugh.
- M. The wife shall retain the World Book Encyclopedia and all year books or Science Books associated therewith.
- N. All records and tapes will be divided equally between the husband and wife as agreed, at a mutually agreeable time and place.

- O. The wife shall retain the "Eight Day" clock in the Living Room.
- P. All other personal property not herein specifically referred to or allocated shall be retained by the husband.

And, such division and apportionment is hereby confirmed.

SECTION FIVE
RELEASE OF PROPERTY AND ESTATE RIGHTS

Each party releases all right to share in the estate of the other party, or to serve as executor or administrator of the estate of the other party, except only as provided by will, or codicil to a will, executed after the date of the agreement.

SECTION SIX
WIFE'S RELEASE OF RIGHT TO SUPPORT

The wife hereby releases the husband of all duty and obligation to support the wife, and waives her right to such support, for the consideration expressed above and for the reason that the wife is now and has for many years been fully capable of supporting herself and is now supporting herself at her chosen occupation as a waitress at Baugher's Restaurant located in Westminster, State of Maryland, and hereby reaffirms such waiver and release.

The wife hereby releases the husband of all duty and obligations to support the stepdaughter, Kimberly Ann Wilson, and hereby waives her right to such support, for the consideration expressed above and for the reason that the wife is now and has for many years been fully capable of supporting herself and her child and is now supporting herself and her child at her chosen occupation referred to above. In addition to this, wife receives child support as a result of a previous divorce between herself and Alton Wesley Wilson.

SECTION SEVEN
DIVORCE

This agreement shall not be construed as a consent to or condonation of an action for divorce brought by either party, nor shall it be a bar to any such action or proceeding hereafter commenced. If either party should hereafter secure a divorce, he or she shall present this agreement to the court for approval in any judgement or decree which may be entered in such action or proceeding; and, this agreement shall be merged in such judgement or decree.

SECTION EIGHT
DEBTS AND OBLIGATIONS

The joint or common obligations of the parties are as follows:

- A. All utility bills (phone, gas and electric, fuel oil, etc.) which have accrued and are payable prior to June 1, 1980.
- B. All homeowner's insurance which has accrued prior to June 1, 1980.
- C. All auto insurance accrued prior to June 1, 1980.
- D. All credit card obligations which have accrued prior to June 1, 1980.

These obligations will be paid as the case may be, and they mature, by the parties acting jointly on a pro rata basis.

The debts incurred by and standing in the name of the wife alone are as follows:

- A. All memberships in any Record Clubs.
- B. All magazine subscriptions solely in the name of the wife.
- C. All debts arising out of or inherent to the wife's chosen occupation.
- D. Any debt or obligation accruing after June 1, 1980, which has been incurred by the wife.

- E. All debts arising out of the purchase of the World Book Encyclopedia.

These debts will be paid by the wife as they mature, and the wife shall indemnify the husband against liability therefor.

The debts incurred by and standing in the name of the husband alone will be paid by him as they mature, and he will indemnify the wife against liability therefor. An exception to this section will be the liens existing at this time against the 1974 Mercury Cougar and the 1976 Chevrolet Monte Carlo, which have been paid by the wife, solely, since June 1, 1980. Commencing with the December 1980 payment and running until the obligation is dissolved, such payments shall be assured by the husband and he shall hold the wife harmless for any liability therefor.

The wife covenants that the list of her debts set forth in this section is true, accurate, and complete. Any debt or obligation of the wife not so listed, through oversight or otherwise, will be paid by her and she will indemnify the husband against liability therefor.

SECTION NINE
INDEPENDENT REPRESENTATION BY COUNSEL

In connection with her status, rights, privileges, duties, and obligations, and the preparation of this agreement, the wife has been advised to seek independent representation by and to obtain the benefit of counsel. The wife has been instructed to obtain the services of a member of the Bar of the State of Maryland. The husband has represented himself in his capacity as a lawyer admitted to practice before the Bar of the State of Maryland.

SECTION TEN
OBLIGATIONS

Neither party shall charge or cause to permit to be charged to or against the other any purchase which either of them may hereafter make, nor create any obligations in the name of, or against the other, nor secure or attempt to secure any credit upon or in connection with the other, or in his or her name. Each party shall promptly pay all debts and discharge all financial obligations which he or she may incur for herself or himself and shall indemnify the other against any and all debts and other obligations which he or she may incur.

In accord with the provisions of this paragraph, and the provisions of this agreement, the wife shall return all credit cards to the possession of the husband.

SECTION ELEVEN
INCOME TAX RETURNS AND PAYMENTS

The parties shall execute and file joint income tax returns, both Federal and State, for the tax year ending December 31, 1980, and husband shall pay all taxes determined to be due thereunder. Husband and Wife shall divide equally any income tax refunds made under said returns. Each party shall be responsible for the preparation and filing of income tax returns for all tax years after the said date of December 31, 1980, and each party shall be solely responsible for taxes found due on his or her returns so filed.

If any taxes which are the obligation of husband hereunder have not been paid, or if additional assessments shall be levied in the future on income received prior to the date of this agreement, husband shall hold wife free and harmless therefrom and indemnify her against any loss on account thereof; and wife, similarly, shall indemnify the husband with respect to all her income received or earned after the date of this agreement.

SECTION TWELVE
ATTORNEYS FEES

Wife agrees to pay her attorney, whomever she may obtain to represent her, for services heretofore or hereafter rendered to her in connection with the separation of the parties and the preparation of this agreement. Wife releases husband of all obligation to pay or reimburse her for payment of services hereafter rendered to the wife by her attorney or attorneys in any action or proceeding for divorce which she may bring; however, the husband shall assume any court costs arising out of any action or proceeding for divorce regardless of which party may ultimately institute such action or proceedings.

SECTION THIRTEEN
EXECUTION OF SUBSEQUENT INSTRUMENTS

Each of the parties hereto hereby covenants that in addition to any other specific instruments herein agreed to be executed by each of them, that he and she will, upon request, execute any and all such other and further assurances, papers, bills of sale and transfers of any nature whatsoever requisite or expedient to carry out the terms of this agreement.

This agreement shall be binding upon the respective heirs, executors, administrators, and assigns of the parties. Each of the parties hereto understands and agrees that this instrument is to be construed and enforced in accordance with the laws of the State of Maryland.

The parties hereto understand and agree that they may modify the terms of this agreement provided that any modification of any of the terms of this agreement shall not be effective unless in writing and signed before a Notary Public by both parties.

SECTION FOURTEEN
EXECUTION OF THIS AGREEMENT

Each of the parties agrees that this agreement has been read and is understood by them, that each has had the benefit of independent counsel of his or her selection, and that in the opinion of each of them the terms of this agreement are fair and that the agreement contains the entire understanding between them.

This agreement is executed in two identical original counterparts, each of which is complete in itself and may be introduced in evidence, proved, recorded or 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.

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

WITNESS *W. Glenn Speicher, Jr.* (Seal)
W. Glenn Speicher, Jr.
David S. Blubaugh

WITNESS *A. Elaine Owings Speicher* (Seal)
A. Elaine Owings Speicher
David S. Blubaugh

STATE OF MARYLAND
City Baltimore
COUNTY OF CHARLES

I hereby certify that on this 30th day of December, 1980, before me, the undersigned officer, personally appeared W. Glenn Speicher, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within agreement, and he acknowledged that he executed the same for the purposes therein contained 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.

Bernard M. Hawkins, Jr.
Notary Public
BERNARD M. HAWKINS, JR.

My Commission Expires:

My Commission Expires July 1, 1982

STATE OF MARYLAND
City Baltimore
COUNTY OF CHARLES

I hereby certify that on this 30th day of December, 1980, before me, the undersigned officer, personally appeared A. Elaine Owings Speicher known to me (or satisfactorily proven) to be the person whose name is subscribed to the within agreement, and she acknowledged that she executed the same for the purposes therein contained and 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.

Bernard M. Hawkins, Jr.
Notary Public
BERNARD M. HAWKINS, JR.

My Commission Expires:

My Commission Expires July 1, 1982

LARRY C. VAUGHT * IN THE
 Plaintiff * CIRCUIT COURT
 vs. * FOR
 FLORENCE C. VAUGHT * CARROLL COUNTY
 Defendant * Equity No. 17352
 * * * * *

DECREE

This case standing ready for trial and the matter being heard by this Court on the 7th day of April, 1982, and evidence having been presented to this Court to substantiate the Plaintiff's Amended Bill of Complaint and the evidence being considered by the Court and this Court having made a finding that the Plaintiff is entitled to be divorced "A VINCULO MATRIMONII" from the Defendant on the grounds of voluntary separation which has lasted for a period of time in excess of twelve (12) months, it is ORDERED, ADJUDGED AND DECREED this 7th day of April, 1982, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the Plaintiff, Larry C. Vaught, be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, Florence C. Vaught; and

It is further ORDERED that the remaining issues raised in the Plaintiff's Amended Bill of Complaint and the Defendant's Counter Bill of Complaint be and the same are hereby reserved for a future determination by this Court.

Ruth K. Burns
 JUDGE

DAVID L. FORD * NO. 18325 EQUITY
 Plaintiff * IN THE
 vs. * CIRCUIT COURT
 JOAN VIRGINIA FORD * FOR
 Defendant * CARROLL COUNTY

DECREE

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

WHEREUPON IT IS ORDERED this 8th day of ^{April}~~March~~, 1982, that the Plaintiff, DAVID L. FORD, be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, JOAN VIRGINIA FORD; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of one of the infant children of the parties, MELINDA ANN FORD (born August 18, 1964) be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff 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 Plaintiff pay unto the Defendant the sum of Three Hundred Dollars. (\$300.00) per month for the support of said infant child for a period of twenty-four (24) months accounting from the first payment which was due and payable the first week in February, 1981; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the other infant child of the parties, PATRICK ALEXANDER FORD (born October 12, 1965) be and the same is

Filed April 8, 1982

to be held by either of them, and all other property rights of every kind and character that have accrued, or may accrue, to either of them by reason of their marital relation.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual promises, covenants, agreements and contracts hereinafter set forth and in consideration of the various acts and deeds to be performed by both the Wife and the Husband in pursuance hereof, and for other good and valuable considerations, the parties hereto 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. That parties hereto voluntarily and mutually agreed to live separate and apart on January 23, 1981, with the intent and purposes of ending the marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily and intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship.

3. 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 exact 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, 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.

4. Except for the right, which each of the parties herein respectively reserves, to assert as a ground for

CLERKS NOTATION

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Page 2

ODD PAGES

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 the right, title and interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widow, widower, 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 rights, 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; except as provided for herein.

5. The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

6. 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

D11

Page 3

CLERKS NOTATION

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EVEN PAGES

parties and other good and valuable considerations, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, for the past, present or future.

7. The parties hereto agree that it is in the best interest of the minor child, namely, Melinda Ann Ford, for Wife to have the care, custody and control of said child subject to the Husband's right to reasonable visitation, provided that the Husband will not interfere with the health, welfare, school and routine of said child.

8. Husband shall pay directly unto the Wife for the support and maintenance of the minor child, Melinda Ann Ford, accounting from and with the first payment being due and payable the first week in February, 1981, the sum of Three Hundred Dollars (\$300.00) per month. Said payments with respect to said child support shall continue for twenty-four (24) months and shall cease and terminate after the twenty-fourth payment has been made.

9. The parties hereto agree that upon the death of Wife, care, custody and control of the minor child, namely, Melinda Ann Ford, shall immediately vest in Husband.

10. The parties hereto agree that it is in the best interest of the minor child, namely, Patrick Alexander Ford, for the Husband to have the care, custody and control of said child subject to the Wife's right to reasonable visitation, provided that the Wife will not interfere with the health, welfare, school and routine of said child.

11. The parties hereto agree that upon the death of Husband, care, custody and control of the minor child, Patrick Alexander Ford, shall immediately vest in Wife.

12. The parties hereto have divided the furniture, household furnishings and all articles of personal property, personal

D11

Page Four

CLERKS NOTATION

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clothing, and adornment, and accessories, to their mutual satisfaction. Henceforth, each of the parties shall own, have and enjoy independently of any claim or right of the other party, all items of personal property of every kind, nature and description, and wheresoever the same is situate, which are now owned or held by him or her, with full right to him or her to dispose of the same as fully and effectually, in all respects for all purposes, as if he or she were unmarried.

13. The parties own as tenants by the entireties, in fee simple, the improved lot situate at 24 Westmore land Street in the City of Westminster, Seventh (7th) Election District of Carroll County, Maryland, being the larger part of Lot No. 12, Plat of Kings Addition to Westminster, which Plat is recorded among the Plat Records of Carroll County in Liber L.D.M. No. 2, folio 55, said lot containing 5,820 square feet of land, more or less, and being the same land conveyed unto the parties hereto by deed of Charles F. Sullivan and Georgia L. Sullivan, his wife, and recorded among the Land Records of Carroll County in Liber G.B.J. No. 300, folio 165 &c. and dated December 28, 1960. Relative to said real estate, the parties hereto agree as follows:

(a) Husband shall be responsible for the regular monthly mortgage installment payments in the amount of Three Hundred Twenty Dollars (\$320.00) per month.

(b) If and when the above property is sold, then any remaining balance due on the mortgage shall be paid out of the gross proceeds of sale.

(c) Husband shall convey all of his right, title, interest and estate in and to said property to Wife and Husband shall pay any and all costs in connection with said transfer. A deed for the above transfer shall be executed simultaneously with the signing of this Agreement.

D11

Page 5

CLERKS NOTATION

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14. 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, Wife hereby agrees that if she should die before the minor child of the parties, namely, Melinda Ann Ford, obtains twenty-one (21) years of age, it is her irrevocable intention that said improved lot situate at 24 Westmoreland Street, Westminster, Maryland shall pass upon her death in fee simple to said Melinda Ann Ford.

15. The Wife does hereby covenant and agree that she will not pledge the credit of the Husband. The Husband does hereby agree that he will not pledge the credit of the Wife.

16. Husband agrees to keep in full force and effect all health and hospitalization insurance covering Wife which he now carries through his employer, Baltimore County Board of Education until such time as the parties shall obtain an absolute divorce.

17. Husband agrees to keep in full force and effect all health and hospitalization insurance covering his minor child, Melinda Ann Ford, which he now carries through his employer, Baltimore County Board of Education, until such time as she is no longer eligible to receive said coverage under Husband's "family plan".

18. Husband shall continue in force and pay the premiums on Wife's automobile insurance for the amount of coverage presently carried by Wife, until such time as the parties obtain an absolute divorce.

19. 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 in fact, 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

Page 6

CLERKS NOTATION

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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 contained. These powers of attorney shall not be affected by the parties subsequent disability or incapacity, and the power and authority conferred herein on the parties' said attorney-in-fact shall be exercisable by said attorney-in-fact notwithstanding any later disability or incapacity or later uncertainty as to whether either party is dead or alive.

20. 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 provision hereof, rights hereunder or conditions herein, or release from any obligation imposed hereby, except by written instrument, duly executed.

21. With the approval of any Court 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 the provisions hereof.

22. This Agreement is executed in the State of Maryland and the validity, construction, meaning and effect thereof shall be governed and determined by the laws of the State of Maryland. No waiver of any breach or default hereunder shall be deemed as a waiver of any subsequent breach or default hereunder.

Page 7

CLERKS NOTATION

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B J J

23. Each and every paragraph of this Agreement, and each portion thereof, shall be considered to be severable from each and every other paragraph or portion thereof, and, if any part of this Agreement shall be adjudicated to be invalid, null or void such adjudication shall in no way affect the validity or enforceability of any other paragraph or portion thereof in this Agreement.

24. Wife hereby acknowledges that she is aware that Stephen P. Bourexis, Esquire prepared this Agreement as counsel for Husband alone, and that said attorney has not and does not represent her and that he has made no representation to her other than by these presents advising her that she should have independent counsel of her own choosing and that he is counsel for Husband alone.

25. The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his/her 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, 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 hereto have set their hands and affixed their seals the day and year first hereinbefore written.

WITNESS:

Currett Deller Joan Virginia Ford (SEAL)
 Notary Public JOAN VIRGINIA FORD
Stephen P. Bourexis David Lee Ford (SEAL)
 Notary Public DAVID LEE FORD

STATE OF MARYLAND
 COUNTY OF CARROLL TO WIT:

I HEREBY CERTIFY that on this 24th day of January.

Page 8

CLERKS NOTATION

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1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared JOAN VIRGINIA FORD, one of the parties to the foregoing 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 therein with respect to the voluntary separation of the parties are true and correct.

As witness my hand and Notarial Seal the day and year last hereinbefore written.



Currett Deller
 Notary Public

My commission expires: July 1, 1982

STATE OF MARYLAND
 COUNTY OF CARROLL TO WIT:

I HEREBY CERTIFY that on this 24th day of January 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared DAVID LEE FORD, one of the parties to the foregoing 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 therein with respect to the voluntary separation of the parties are true and correct.

As witness my hand and Notarial Seal the day and year last hereinbefore written.

Stephen P. Bourexis
 Notary Public

My commission expires: 7-1-82

CLERKS NOTATION

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Page 9

BENJAMIN GENE WELTY * NO. 17562 EQUITY
 Plaintiff * IN THE
 vs * CIRCUIT COURT
 DIANA LYNN WELTY * 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 8th day of ~~March~~ ^{April}, 1982, that the Plaintiff, BENJAMIN GENE WELTY, be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, DIANA LYNN WELTY; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the infant child of the parties, JAIME LYNN WELTY (born December 3, 1976) be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said child at reasonable times and under proper circumstances and, if the parties cannot agree upon this, then the Plaintiff shall have the right to visit with said child on alternate weekends, alternate holidays and one week each summer, all subject to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED AND DECREED that the Plaintiff pay unto the Defendant the sum of Fifteen Dollars (\$15.00) per week for the support of the infant child 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.

Rub K. Bunn
 JUDGE

Filed April 8, 1982

CHARLES EDWARD CRAMER : No. 17965 Equity
 Plaintiff : in the
 vs : Circuit Court
 LINDA LOU CRAMER : 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 8th day of ~~March~~ ^{April}, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Charles Edward Cramer, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Linda Lou Cramer; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant, Linda Lou Cramer, be and she is hereby awarded the guardianship and custody of Charles E. Cramer, Jr. and Douglas C. Cramer, the minor children of the parties hereto, with the right unto the Plaintiff, Charles Edward Cramer, 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 \$20.00 per week per child, for a total of \$40.00 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 Voluntary Separation Agreement by and between the parties hereto, dated September 15, 1980, except for the provision as to child support, and filed in this cause of action, be and it is 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.

Rub K. Bunn
 Judge

Filed April 8, 1982

VOLUNTARY SEPARATION AGREEMENT

THIS AGREEMENT, made this 15 day of September 1980, by and between LINDA L. CRAMER, of Hampstead, Carroll County, Maryland, hereinafter referred to as "Wife" and CHARLES E. CRAMER, of Hampstead, Carroll County, Maryland, hereinafter referred to as "Husband".

The parties hereto were married by a religious ceremony on July 12, 1970, in Carroll County, Maryland. There were two (2) children born to the parties during their marital union, to wit: Charles E. Cramer, Jr., born January 2, 1971; and Douglas C. Cramer, born April 3, 1973.

Irreconcilable differences have arisen between the parties and for causes arising prior to this Agreement, the parties are not now and have not been for some time past living together as man and wife. They have reached a verbal agreement settling their respective property rights and the matters of alimony and all other matters growing out of the marriage relationship, and without waiving any ground for divorce which either party may now or hereafter have against the other, they do hereby enter into this written Agreement to formalize their understanding and contract, one with the other.

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:

ITEM ONE: The parties hereto did voluntarily and mutually separate on August 16, 1980, with the intent and purpose of ending the marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily and intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship, and there is no reasonable hope or expectation of reconciliation.

CLERKS NOTATION

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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 way 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 party may be subject to allegations of adultery.

ITEM TWO: In consideration of the premises and covenants herein by the Husband and all other considerations in the Agreement, the Wife agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite, and support and maintenance for herself of any kind or nature whatsoever to which she may now or hereafter be entitled.

In consideration of the premises and covenants herein by the Wife and all other considerations in the Agreement, the Husband agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite, and support and maintenance for himself of any kind or nature whatsoever to which he may now or hereafter be entitled.

ITEM THREE: Each party agrees to be responsible for and to pay his or her own costs and attorney's fees for this Agreement and for any divorce action which may in the future be instituted.

ITEM FOUR: Neither party waives nor condones any cause for divorce which each may have against the other in this State or any other State; and in case of a reconciliation or divorce, the provisions of the Agreement as to the property rights of each shall not be affected, except as herein provided, unless a new Agreement is entered into, mutually revoking and rescinding this Agreement and entering into a new Agreement.

-2-

CLERKS NOTATION

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ITEM FIVE: Husband and Wife covenant and agree with the other that they will not and have not since the date of separation or 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 be, or 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.

ITEM SIX: 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 against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Sections 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement

-3-

CLERKS NOTATION

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concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, 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 now 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 rights 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.

ITEM SEVEN: 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.

ITEM EIGHT: 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

-4-

CLERKS NOTATION

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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 of the provisions hereof.

ITEM TEN The parties agree that the items of personal property listed as "Exhibit A" attached hereto and incorporated herein shall be the property of the party designated in "Exhibit A". The parties have divided all other items of personalty jointly or solely owned by them, and they are satisfied with said division. All items of personalty now in the possession of Husband or Wife shall be the sole property of the possessor free from any and all claim of the other with respect thereto.

The parties agree that Wife shall have the care, custody and guardianship of the minor children of the parties with the right in and with Husband to have said children for the purposes of visitation at reasonable times and under proper circumstances. "Reasonable times" as noted in this Agreement shall be every Thursday from 4:30 p.m. to 7:30 p.m. during the period of the year when school is in session and from 4:30 p.m. to 9:00 p.m. during the summer vacation from school, and every other weekend from 8:00 a.m. Saturday to 6:00 p.m. Sunday. Husband agrees to pay unto Wife as a contribution towards the support of the said minor children the sum of fifteen dollars (\$15.00) per week per child; said payments are to continue until each respective child attains age eighteen (18), marries, dies or becomes self-supporting, whichever shall first occur.

In addition to the support monies paid by Husband noted above, Husband agrees to provide the same medical, prescription and eyeglass insurance coverage as he now maintains through his employment including Blue Cross and Blue Shield insurance coverage for the benefit of Wife and children until a Decree of Final Divorce is executed and thereafter to provide the insurance benefits

-5-

CLERKS NOTATION

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for the minor children until his obligation to support them terminates.

Wife agrees to maintain health insurance and dental insurance as she now has through her employment for the benefit of Husband and children until a Decree of Final Divorce is executed and thereafter upon the children until the children respectively attain age eighteen (18), marry, die or become self-supporting, whichever shall first occur.

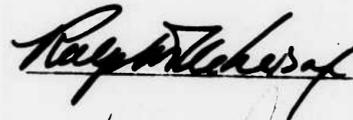
The parties agree that they will each continue to allow the minor children to attend the Hampstead Baptist Church, and each will make every reasonable effort to have the children regularly attend said Church.

ITEM ELEVEN: The parties have divided all articles of personal clothing and adornment to their mutual satisfaction.

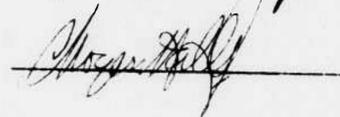
ITEM TWELVE: The parties hereto declare that they fully understand all of the terms and provisions of the Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and 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:




LINDA L. CRAMER (SEAL)




CHARLES E. CRAMER (SEAL)

-6-

CLERKS NOTATION

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STATE OF MARYLAND, CARROLL COUNTY, to wit:
 On this 15 day of September, 1980, before me,
 a Notary Public in and for the State and County aforesaid, personally appeared LINDA L. CRAMER, 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.



Robert J. Chesac
 Notary Public

My Commission Expires: 7-1-82

STATE OF MARYLAND, CARROLL COUNTY, to wit:
 On this 16 day of September, 1980, before me,
 a Notary Public in and for the State and County aforesaid, personally appeared CHARLES E. CRAMER, 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.

Margaret C. Bentley
 Notary Public

My Commission Expires: 2/1/82

-7-

CLERKS NOTATION

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EXHIBIT AHusband

1. Dishwasher (Husband shall be solely responsible for any indebtedness connected therewith)

Wife

1. Hair Piece in the Linen Closet
2. Box of Green and White Oatmeal Dishes given to Wife by her cousin
- ✓ 3. One Purple and One Blue Bike in Garage
4. Automobile tires in garage
- ✓ 5. Television Stand
- ✓ 6. White Wicker Clock
- ✓ 7. Paper Towel Holder (Wooden)
8. Box of Wife's Clothing in Attic
- ✓ 9. Set of Encyclopedias - cannot find
10. Box of Wife's Old Toys

-8-

CLERKS NOTATION

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EDWARD S. FOUTZ * NO. 18154 EQUITY
 Plaintiff * IN THE
 vs * CIRCUIT COURT
 PEGGY F. FOUTZ * 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 ^{8th} day of ^{April} ~~March~~, 1982, that the Plaintiff, EDWARD S. FOUTZ, be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, PEGGY F. FOUTZ; and,

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the infant children of the parties, BRIAN E. FOUTZ (born October 1, 1970) and BRADLEY S. FOUTZ (born August 14, 1973) be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said children 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 Plaintiff pay unto the Defendant the sum of Thirty-five Dollars (\$35.00) per week per child for the support of the infant 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 between the parties dated March 10, 1982 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

Filed April 8, 1982

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

Rule K. Burns
 JUDGE

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 116
 LAW OFFICE

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 10 day of March, Nineteen Hundred and Eighty-two, by and between EDWARD S. FOUTZ, whose present mailing address is 418 Poole Road, Apartment C-2, Westminster, Maryland 21157, hereinafter called "Husband", and PEGGY F. FOUTZ whose present mailing address is 740 Young Way, Westminster, Maryland 21157 hereinafter called "Wife".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Carroll County, State of Maryland, on the 16th day of June 1968.

The parties have mutually agreed to voluntarily separate and did so on October 20th, 1978, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to custody of their children, support of their children, support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation commenced on October 20th, 1978.

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, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

*Plu #1
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TM*

KNOWLEDGE OF ASSETS

(3) Each party independently acknowledges that he or she has full knowledge of the extent, value and character of the property and estate owned by them separately and jointly, and of their respective incomes, obligations and liabilities. Each party covenants that he or she has fully, fairly, and completely disclosed to the other his or her assets, finances, and liabilities prior to the execution hereof.

NON-WAIVER OF RIGHTS

(4) Nothing contained in this Marital Settlement 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 herein expressly reserved.

CARE AND CUSTODY OF MINOR CHILDREN

(5) The care and custody of the minor children born of this marriage; namely, Brian E. Foutz born October 1, 1970 and Bradley S. Foutz born August 14, 1973 shall be with and remain with the Wife.

SUPPORT OF MINOR CHILDREN

(6) The Husband shall pay unto the Wife the sum of Seventy Dollars (\$70.00) per child, bi-weekly. In respect to each child, said payments shall permanently cease upon said child (a) attaining the age of Eighteen (18) years, (b) marrying, (c) becoming emancipated, (d) becoming self-supporting, (e) entering the armed services, or (f) dying, whichever shall first occur.

MINOR CHILDREN'S MEDICAL EXPENSES

(7) The parties shall be responsible equally for all medical expenses of the minor children not covered by insurance, regardless of whether said insurance is procured by the Husband of the Wife. Wife agrees not to subject the child to any prolonged medical or dental treatment program without first consulting with and advising the Husband.

VISITATION

(8) Husband shall be afforded liberal rights of visitation with the children and of visitation by the children with him, all of which shall be reasonable as to times and circumstances.

WAIVER OF ALIMONY

(9) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of further support for herself, it being her express intention to waive, release and surrender any present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim she may have or acquire against the Husband.

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

PERSONAL PROPERTY
AND HOUSEHOLD GOODS

(10) The parties have heretofore divided up their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

MOTOR VEHICLES

(11) The 1975 Honda automobile presently titled in the Husband's name shall become the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and Husband may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as he in his sole discretion may deem appropriate. Wife agrees to execute such documents as may be necessary or proper for the issuance of a new Certificate of Title for said automobile in Husband's name alone.

The 1981 Honda automobile presently titled in the Wife's name shall become the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband, and Wife may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she in her sole discretion may deem appropriate. Husband agrees to execute such documents as may be necessary or proper for the issuance of a new Certificate of Title for said automobile in Wife's name alone. The said motor vehicle is subject to a lien, and Wife agrees to assume responsibility for the payment of said debt and to indemnify and hold the Husband harmless from any claim or actions filed against him as the result of said obligation.

TAX EXEMPTIONS

(12) The Wife shall be entitled to claim the minor children as tax exemptions for Federal and State Income Tax purposes.

LIFE INSURANCE

(13) Husband agrees to have his private and mutual life insurance company life policy amended to provide that the children shall benefit from said policy under a trust to be created by the Husband. Husband shall maintain said trust as beneficiary of his policy until such time as his obligation for child support is terminated. **
**"Life insurance policy" in this paragraph shall be defined as (1) A life insurance policy on the life of the Husband with Provident Mutual Life Insurance Company of Philadelphia, policy no. 2132435, in the face amount of \$15,000.00; and (2) A life insurance policy on the life of the Husband with Provident Mutual Life Insurance Company of Philadelphia, policy no. 2326044, in the face amount of \$15,000.00.

CHECKING ACCOUNTS, SAVINGS ACCOUNTS,
SAVINGS BONDS, CERTIFICATES OF DEPOSIT,
STOCKS, AND OTHER MONETARY ASSETS

(14) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been heretofore divided by the parties to their mutual satisfaction. Each assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

DEBTS

(15) 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 be, or 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. 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.

WAIVER OF RIGHTS

(16) 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 against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Section 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, 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 rights 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.

- 5 -

LEGAL FEES AND COURT COSTS

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

INCORPORATION OF AGREEMENT

(18) 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 provisions hereof.

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.

POWER OF ATTORNEY

(19) In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth, (but for no other purposes) each of the parties do 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 hereinsetforth with respect to the transfer of the real and tangible personal property herein described.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(20) 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 or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

ENTIRE AGREEMENT

(21) 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.

ODD PAGES

- 6 -

INTERPRETATION

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

VOLUNTARY EXECUTION

(23) 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, 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 10 day of March, Nineteen Hundred and Eighty-One.

Edward S. Foutz
WITNESS

Edward S. Foutz (SEAL)
EDWARD S. FOUTZ

Anna M. Godwin
WITNESS

Peggy F. Foutz (SEAL)
PEGGY F. FOUTZ

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

I HEREBY CERTIFY that on this 10 day of March, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDWARD S. FOUTZ, 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.

Edward S. Foutz
Notary Public - Commission Expires 7/1/82

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

I HEREBY CERTIFY that on this 16th day of February, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PEGGY F. FOUTZ, 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.

Anna M. Godwin
Notary Public - Commission Expires 7/1/82



EVEN PAGES

DONNA L. DAVIS : No. 18014 Equity
 Plaintiff : in the
 vs : Circuit Court
 STEVEN G. DAVIS : 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 8th day of April, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Donna L. Davis, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Steven G. Davis; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Donna L. Davis, be and she is hereby awarded the guardianship and custody of Jessica Aileen Davis, the minor child of the parties hereto, with the right unto the Defendant, Steven G. Davis, to visit said child 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 Defendant pay direct unto the Plaintiff, the sum of \$30.00 per week toward 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 Defendant is in arrears in child support payments to Plaintiff for twenty weeks in the amount of \$600.00, and that Defendant shall pay Plaintiff \$10.00 per week until said arrearage is paid in full; and

It is further ADJUDGED, ORDERED and DECREED that the Separation Agreement by and between the parties hereto, dated

Filed April 8, 1982

October 15, 1980 and filed in this cause of action, be and it is 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.

Robert K. Burns, Jr.
 Judge

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 LAW OFFICE

SEPARATION AGREEMENT

THIS AGREEMENT, made this 15 day of October, 1980, by and between STEVEN GLENN DAVIS, party of the first part, of Carroll County, State of Maryland, hereinafter referred to as the Husband and DONNA LEE DAVIS, party of the second part, of Carroll County, State of Maryland, hereinafter referred to as the Wife.

WHEREAS, the parties were married on or about December 16, 1978, by a religious ceremony in Carroll County, Maryland; and

WHEREAS, as a result of this marriage, one child was born, namely, Jessica Aileen Davis, born 6/17/79; and

WHEREAS, as a result of the irreconcilable differences existing between them, the said Husband and the said Wife heretofore mutually and voluntarily agreed to separate and to live separate and apart effective July 26, 1980, and that the said separation was made with the intent of ending the marital relationship; and

WHEREAS, the parties desire to enter into this Agreement and in consideration of the premises and the mutual covenants and agreements of the parties hereto, the said Husband and the said Wife do hereby covenant and agree as follows:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. That the said parties hereto shall be free from interference, authority and control directly or indirectly by the other as fully as if unmarried, each may manage in any employment, business or profession which he or she may desire, and the said parties will not in any manner whatsoever molest, harass, disturb, malign, annoy, restrain, use any violence towards each other or in any manner interfere with the other's liberty.

2. That the said Wife, Donna Lee Davis, does hereby waive any and all claims to alimony pendente lite, as well as permanent alimony, both past, present and future, or any other claims she may now have, ever had or will have in the future against her said Husband, Steven Glenn Davis, in any Court, whether Civil, Criminal or in Equity.

3. That the said Husband, Steven Glenn Davis, does hereby waive any and all claims to alimony pendente lite, as well as permanent alimony, both past, present and future, or any other claims he may now have, ever had or will have in the future against his said Wife, Donna Lee Davis, in any Court, whether Civil, Criminal or in Equity.

TT 5241

4. That the Wife does hereby waive all right, title and interest in and to the estate of the Husband of every nature and description, and the Husband does likewise waive all right, title and interest of every nature and description in and to the estate of the Wife and the 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.

5. That the parties hereto have divided the furniture, household furnishings and all articles of personal property, personal clothing and adornments, and accessories to their mutual satisfaction. The Husband further, will retain the antique bottles and his personal clothing and jewelry. The Wife shall retain all furniture, household items, personal clothing, personal jewelry, the minor child's furniture, clothing and toys. Henceforth, each of the parties shall own, have and enjoy independently of any claim or right of the other party, all items of personal property of every kind, nature and description wheresoever situate and which are now owned or held by him or her to dispose of the same as fully and effectively in all respects and for all purposes as if he or she were unmarried.

6. The passage of Article 16, Section 28, (As Amended), Annotated Code of Maryland, gives the Courts of Maryland the right to modify the provisions of any agreement with regard to the issue of alimony unless the agreement specifically states and its provisions are not modifiable. Therefore, pursuant to this Article and Section, no provision of this Agreement dealing with the issue of alimony shall be modifiable by any Court of this State. This Agreement shall be construed in accordance with the Laws of the State of Maryland.

7. That the said Wife shall have the care and custody of the minor child, namely, Jessica Aileen Davis, with the right of the Husband to see said minor child at all reasonable times; that this paragraph is made subject to the further order of any Court having jurisdiction over the parties.

8. The Husband shall pay directly unto the said Wife, the sum of Thirty (\$30.00) Dollars per week for the support and maintenance of the said minor child of the parties. Such payments shall terminate as to each child upon the first to occur of any one of the following events:

- (a) Arrival at age eighteen years;
- (b) Marriage of said minor child;
- (c) Becoming self-supporting;
- (d) Entry upon active service in the Armed Forces, and
- (e) Death of said child or of Husband

9. That the said Wife shall retain all right, title and interest to the 1978 Monza automobile and will be responsible for any outstanding lien, insurance premiums, tags, etc. on said vehicle.

10. That each party shall be responsible for his or her own attorney's fees relative to the preparation and representation in this Separation Agreement.

11. That each party shall be responsible for his or her own attorney's fees relative to any future divorce proceeding; that the party so instituting divorce proceedings shall be responsible for all court costs due thereon, including master's fees.

12. Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit-claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under "The Marital Property Act", Chapter 794 (1978) Laws of Maryland and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes, they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time, were unmarried.

13. The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

14. 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 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 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. 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 the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

15. From the date of this Agreement, neither party shall pledge the credit of the other nor incur any debt or obligation which may be chargeable to the other.

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

WITNESS Frederick J. Skiffert Steven Glenn Davis (SEAL)
STEVEN GLENN DAVIS
WITNESS Donna Lee Davis (SEAL)
DONNA LEE DAVIS

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 15th day of October, 1980, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared STEVEN GLENN DAVIS AND DONNA LEE DAVIS, and they 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 they acknowledged the foregoing Agreement to be their act.

AS WITNESS my hand and Notarial Seal.

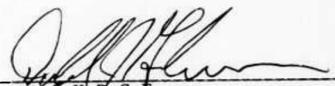
+ Frederick J. Skiffert
NOTARY PUBLIC

My Commission Expires: 7/1/82

JOHN E. KEYS * IN THE
 Plaintiff * CIRCUIT COURT
 vs. * FOR
 LYNN C. KEYS * CARROLL COUNTY
 Defendant * EQUITY NO. 18416

D E C R E E

The Plaintiff's Motion for Summary Judgement is hereby granted by this Court, and it is this 13th day of APRIL, 1982 by the Circuit Court for Carroll County, sitting in equity:
 ORDERED, ADJUDGED and DECREED that the Plaintiff, JOHN E. KEYS, be and he is hereby divorced A Vinculo Matrimonii from the Defendant, LYNN C. KEYS, and it is further
 ORDERED that the Plaintiff and Defendant be and they are hereby denied alimony, and it is further
 ORDERED that the Plaintiff pay the costs of this proceeding.

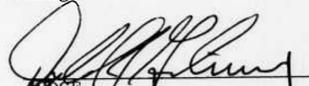

 JUDGE

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VICKY A. LUTZ, * IN THE
Plaintiff * CIRCUIT COURT
 VS. * FOR
 JAMES L. LUTZ, * CARROLL COUNTY
Defendant * Equity No. 18415

DECREE

The Court having reviewed the documents submitted in this matter, and having considered all matters herein.
 WHEREUPON IT IS ORDERED this 13th day of APRIL, 1982, that the Plaintiff, VICKY A. LUTZ, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, JAMES L. LUTZ, and
 It is further ADJUDGED, ORDERED AND DECREED that the pertinent parts of the Separation Agreement between the parties dated December 23, 1980 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein, and
 It is further ORDERED that the parties each contribute one-half of the cost of this proceeding.


 JUDGE

APR 13 1 52 PM '82
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VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 25th day of Dec, 1980,
by and between JAMES L. LUTZ, of Carroll County, Maryland, herein
called "Husband", and VICKY A. LUTZ, of Carroll County, Maryland,
herein called "Wife".

WHEREAS, the parties hereto are now husband and
wife having been legally married by a religious ceremony in
Carroll County, Maryland, May 22, 1971, and whereas certain
irreconcilable differences have arisen between said parties for
which reason they have voluntarily consented and agreed to sepa-
rate and no longer to reside together as husband and wife, said
voluntary separation having occurred on or about August 25, 1980,
and said separation having been continuous since that date, and
that said parties do hereby voluntarily consent and agree from
the date of this agreement to continue to live separate and apart
from each other during their natural lives, it being fully under-
stood that nothing herein contained shall be construed in any
way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate 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, custody and support of
their minor children except as herein otherwise provided, and the
relinquishment of all rights, interest and claims which one party
might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the
mutual covenants and agreements contained herein, and to accom-
plish 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, obliga-

LAW OFFICES
BECK & HOLLMAN,
CHARTERED
WILMINGTON, MD. 21157

tions and needs, after due consideration, do fully and volun-
tarily agree as follows:

d. 12

FIRST: 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 of
terminating the marriage, and having done so since Aug 25,
1980, 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 have never been joined in
matrimony.

SECOND: That contemporaneously with and by the execution
and delivery of this Agreement, and in consideration of the pre-
mises, Husband does hereby:

(a) Release, transfer and assign unto Wife all
of his right, title and interest in and to all furniture, house-
hold effects, and personal property now in the possession of Wife
(including 1980 Honda Accord and ^{1977 Artic. Cat. Snowmobile} 1980 Artic Car snowmobile) which
were formerly jointly owned by the parties or owned separately
by each; said property having been divided by the parties prior
to the signing and execution of this Voluntary Separation and
Property Settlement Agreement.

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

Jh

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CHARTERED
WILMINGTON, MD. 21157

intention hereof that Husband hereby expressly forever waives any present or future claim he may have against Wife for alimony and/or support for himself.

THIRD: That contemporaneously with and by the execution and delivery of this Agreement, and in consideration of the premises, Wife does hereby:

(a) Release, transfer and assign unto Husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of Husband (including 1975 Ford truck, 1974 Jeep, 1970 Ford Mustang, 2 trailers, camper cap, ^{del}1972 Artic-Cat snowmobile and 1979 Artic Cat Snowmobile) which was formerly jointly owned by the parties or owned separately by each; said property having been divided by the parties prior to the signing and execution of this Voluntary Separation and Property Settlement Agreement.

(b) Release and discharge husband from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which Husband may be liable, and at all times to keep Husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Wife, it being the intention hereof that Wife hereby expressly forever waives any present or future claim she may have against Husband for alimony and/or support for herself.

FOURTH: The parties hereto own as tenants by the entireties certain improved real estate known as 2611 Fridinger Mill Road, Carroll County, Maryland, containing 2.857 acres of land, more or less, described in a Deed by Robert C. Hunter and Joann M. Hunter, his wife, dated April 7, 1972 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 508, Folio 609&c., which property is subject to a First Mortgage to Westminster Trust Company dated September 6, 1974 and recorded among the Land

LAW OFFICES
BECK & HOLLMAN,
CHARTERED
WESTMINSTER, MD. 21157

Records of Carroll County in Liber C.C.C. No. 578, Folio 235&c. with a present outstanding balance of approximately Twenty Thousand Dollars (\$20,000.00), and subject to a Second Mortgage to Westminster Trust Company dated May 2, 1980 and recorded among the Land Records of Carroll County in Liber L.W.S. No. 765, Folio 854&c., having an outstanding balance of approximately Nine Thousand Dollars (\$9,000.00). The parties hereto agree that Wife shall transfer all of her right, title and interest in and to the said property to Husband at and for the total cash consideration of ^{Seventeen} ~~Fifteen~~ Thousand Dollars (\$17,500.00) ^{Five Hundred (\$17,500.00)} ~~(\$15,000.00)~~. Husband agrees to assume the outstanding balance due on the First and Second Mortgages to Westminster Trust Company and further agrees to hold Wife harmless from any claim or liability therefrom. Husband shall pay any documentary stamps, transfer tax, recording fees, costs of title examination and his attorney fees, etc. Wife shall execute a Deed of conveyance transferring her interest in the property to Husband upon payment of the said cash purchase price as set forth above on or before twelve (12) months from the date of this ^{Separation} ~~Agreement~~. From and after the date of this Agreement and until such time as Wife is paid in full as herein provided, Husband shall pay all taxes and public assessments on the property, all utilities, keep the property in good repair and keep the property insured against casualty loss. Husband shall have the sole and absolute right to possession of the property from and after the date of this Agreement.

FIFTH: Each of the parties hereto hereby agree to be responsible for all his or her own attorney fees respectively without contribution from the other. In the event of suit for absolute divorce, each party agrees, in addition to his or her respective counsel fees, to pay one-half of the Court costs incident thereto.

LAW OFFICES
BECK & HOLLMAN,
CHARTERED
WESTMINSTER, MD. 21157

SIXTH: In the event of any action in the future by either party hereto against the other for an absolute divorce, it is covenanted and agreed by and between the parties hereto, that this Agreement shall be submitted to the Court having jurisdiction thereof, for its approval, and said Court shall be requested by the parties hereto to incorporate this Agreement by reference, in any Decree or judgment that may be entered in any such action. 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.

SEVENTH: 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 against the other or against his or her property, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Code (1978 Cum. Supp.), Courts & Judicial Proceedings, Sections 3-6A-01 through 3-6A-07, or any amendments thereto, any claim against the other or against his or her property by virtue of any future change in the residence or domicile of either of the parties or any future change in the situs of any property of either of the parties, and any claim against the other or against his or her property by virtue of any future change of any law of this or any other State subsequent

to the execution of this Agreement concerning marital rights or property rights, whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign unto 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 to which either of said party has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, 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.

EIGHTH: The parties hereto agree that they have been advised by counsel or have been notified to seek advice of counsel concerning Courts and Judicial Proceedings Subtitle 6A et seq., of the Annotated Code of Maryland, titled Property Disposition In Divorce And Annulment, commonly referred to as "The Marital Property Act". The parties further agree that by signing this Agreement they hereby waive any right, title and interest, if any they may have, or that may be conferred upon them by virtue of Courts and Judicial Proceedings Subtitle 6A et seq., of the Annotated Code of Maryland, titled Property Disposition In Divorce And Annulment, commonly referred to as "The Marital Property Act".

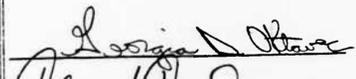
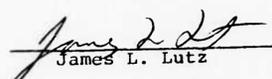
NINTH: Husband and Wife agree that the provisions of this Voluntary Separation and Property Settlement Agreement are not subject to any Court modification.

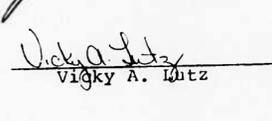
TENTH: The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his respective legal rights and liabilities and that each regards the terms of this Agreement as fair and reasonable, and each signs this Agreement freely and voluntarily, 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.

ELEVENTH: 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 each of said parties duly witnessed and acknowledged.

WITNESS:

 (SEAL)
 (SEAL)
 James L. Lutz

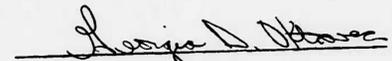
 (SEAL)
 (SEAL)
 Vicky A. Lutz

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 23rd day of December, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JAMES L. LUTZ, 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 that he has read said instrument in its entirety, that the facts and matters set forth therein are true and that he executed the same for the purposes therein contained.

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



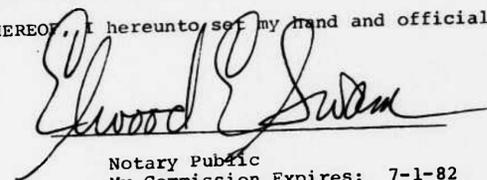


Notary Public
 My Commission Expires: 7-1-82

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 18 day of Dec, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared VICKY A. LUTZ, 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 that she has read said instrument in its entirety, that the facts and matters set forth therein are true and that she executed the same for the purposes therein contained.

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



Notary Public
 My Commission Expires: 7-1-82

ROBIN L. CULLER * IN THE
 Plaintiff * CIRCUIT COURT
 v. * FOR
 JEFFREY L. CULLER * CARROLL COUNTY
 Defendant * EQUITY NO. 18359

DECREE

Upon consideration of the Bill of Complaint for Divorce a Vinculo Matrimonii, the Answer thereto, the Plaintiff's Motion for Summary Judgment pursuant to Rules 610 and S74, and the affidavits submitted by Plaintiff in support of said Motion, it is this 16th day of April, 1982, by the Circuit Court for Carroll County, sitting in Equity,

ADJUDGED, ORDERED and DECREED that the above-named Plaintiff, ROBIN L. CULLER, be and she is hereby divorced a vinculo matrimonii from the Defendant, JEFFREY L. CULLER; and it is further

ADJUDGED, ORDERED and DECREED that the Plaintiff, ROBIN L. CULLER, shall have custody of the parties' minor child, namely MATTHEW MICHAEL CULLER, born May 24, 1978, subject to the visitation rights of the Defendant, JEFFREY L. CULLER, specified in the parties' Separation Agreement dated December 22, 1980; and it is further

ADJUDGED, ORDERED and DECREED that Defendant, JEFFREY L. CULLER, shall pay unto Plaintiff, ROBIN L. CULLER, the sum of One Hundred Fifty Dollars (\$150.00) per month for the maintenance and support of the parties' said minor child; and it is further

Filed April 16, 1982

ADJUDGED, ORDERED and DECREED that the Separation Agreement of the parties dated December 22, 1980 and the Addendum to Separation Agreement dated June 22, 1981, copies of which are appended to the Affidavit of the Plaintiff in support of her motion for summary judgment dated February 25, 1982, be and they are hereby made a part of this Decree as if fully set forth herein; and it is further

ORDERED that Plaintiff pay the costs of this proceeding.

Richard Burns
 JUDGE

Approved as to form:

David E. Kartalia
 David E. Kartalia
 Attorney for Plaintiff

J. Brooks Leahy
 J. Brooks Leahy
 Attorney for Defendant

SEPARATION AGREEMENT

THIS AGREEMENT, made this 22 day of DEC., 1980, between JEFFREY L. CULLER of Manchester, Maryland, herein called "Husband", and ROBIN L. CULLER of Manchester, Maryland, herein called "Wife"

WHEREAS, the parties hereto are now Husband and Wife, having been legally married in Carroll County, Maryland on August 12, 1972 by a religious ceremony and whereas certain irreconcilable differences have arisen between the said parties for which reason they do voluntarily consent and agree to separate and to no longer reside together as Husband and Wife, said voluntary separation to begin on December 22, 1980 and said parties do hereby consent and agree from that date to live separate and apart from each other during their natural lives, it being the intention to terminate their marriage, 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 contemplate that their separation shall be permanent, it is the intention and desire of the parties that there be a complete, final and effective settlement between them, including provisions for the custody, care, support of, and visitation with, their minor child; a division of their tangible and intangible personal property and real property into shares of approximately equal value; a mutual relinquishment of all rights, interest and claims which they might otherwise have upon the property of each other; and a mutual waiver of alimony.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and agreements contained herein, and to accomplish the

Exhibit A

J.L.C.
R.L.C.

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 ANDFIRST: It is the intentionHOUSEHOLD GOODS

of the Husband and Wife to

divide the personal property

evenly between each other, and in furtherance of that intent a list has been prepared, marked Exhibit I, and attached to this Agreement, and hereby incorporated into this agreement. Any items not included on the list shall be divided as evenly as possible between the parties based on value.

INTANGIBLE PROPERTYSECOND: The intangible prop-

erty of the parties shall be

divided as follows:

a. Stock

The Wife shall receive, retain, and/or obtain as her sole and separate property 75 shares of A T & T Stock and 50 shares of General Motors Stock.

The Husband shall receive, retain, and obtain as his sole and separate property 16 shares of A T & T Stock and 2 shares of Sperry Rand Stock

b. Limited Partnership Interest

The Wife shall receive, retain, and/or obtain as her sole and separate property the Limited Partnership Interest in Eden Farm Associates.

c. Cash and Bank Account Interests

The Wife shall receive the sum of \$2,500.00 from the sav-

J.L.C.
R.L.C.

ings account maintained by the parties. The balance (approximately \$1,500.00) of that account shall be disbursed to the Husband. The Savings Bonds currently stored in the Safe Deposit Box shall be transferred to the Husband and become his sole and separate property (approximately \$1,000.00).

AUTOMOBILES

THIRD: It is agreed by and between Husband and Wife that the 1977 Datsun Pick-up Truck now owned by the parties titled in the name of the Wife which is free and clear of all liens, shall be the property of the Wife. It is further agreed that the 1975 Pontiac Ventura now owned by the parties titled in the name of the Husband which is free and clear of all liens, shall be the property of the Husband.

REAL PROPERTY

FOURTH: The Real Property jointly owned by the parties and located at 4200 Hanover Pike, Manchester, Maryland shall become the sole property of the Husband, who agrees to hereinafter pay all charges, mortgage payments, insurance payments, taxes, assessments, utility payments, etc., related to the house and property. The Wife shall simultaneously with this agreement deed to the Husband all of her right, title, and interest to the house and property, said transfer to be at the Husband's expense. The Husband hereby expressly agrees to indemnify and hold harmless the Wife for any and all liability with regard to the mortgage and note signed by the parties when purchasing the property as well as for any and all other claims made by any person concerning any charges, etc., related to the house or any liability based on the use and occupation of said house after the Wife physically leaves the house.

g. J. C.
R. L. C.

The Wife shall be entitled to reside at the house located at 4200 Hanover Pike for up to four (4) months from the date of this Agreement. During such occupation by the Wife, the child support payments hereafter agreed upon shall not be paid by the Husband in recognition of the free shelter to the Wife and the parties' minor child herein provided.

DEBTS

FIFTH: It is further 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 of at the date of the making of this Agreement.

LEGAL FEES AND COSTS

SIXTH: It is agreed by and between the 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.

CHILDREN

EIGHTH: One child was born to the parties as a result of this marriage, namely, MATTHEW MICHAEL CULLER, born May 24, 1978. It is further agreed by and between Husband and Wife that the Husband shall pay to the Wife the sum of One Hundred Fifty (\$150.00) per month for the maintenance and support of the said child. It is specifically under-

g. J. C.
R. L. C.

stood and agreed that the child support herein set out is to be paid by the Husband as long as the child herein named is under the age of eighteen and not self-supporting or married.

TAX DEPENDENCY

It is further agreed by and between Husband and Wife that the Husband may consider the minor child his dependent for the purposes of federal and state income tax, so long as he shall pay for his support. The parties hereto also agree to file a joint return for 1980 and to split any refund evenly.

CUSTODY AND VISITATION

NINTH: It is agreed by and between Husband and Wife that the Wife shall have custody and control of the said minor child, subject to very liberal visitation rights of the Husband. The Husband's visitation rights shall include the following specific visitation periods.

- a) Every other week-end, beginning at or after 6:00 p.m. on Fridays and ending at 6:00 p.m. on Sundays;
- b) One full (24 hour) weekday every week, beginning at 6:00 p.m. on one day and ending at 6:00 p.m. on the next day;
- c) One full week during the summer;
- d) Visitation on Christmas and Easter beginning at 1:00 p.m. and ending at 8:00 p.m.;
- e) Alternate Thanksgivings and 4th of July's, so that the Husband shall have visitation on Thanksgiving one year and then July 4th the next;
- f) Visitation on Matthew's birthday.

It is further agreed that the responsibility for transporting Matthew shall be evenly divided as follows:

J.Z.C.
RLC

Jeffrey and/or his parents or other responsible adult shall be responsible for picking up Matthew at the Wife's residence at the start of any visitation. Robin and/or any other responsible adult shall be responsible for picking up Matthew at the Husband's residence at the end of any visitation.

It is further understood and agreed by both parties that the parties at present intend to both reside within Seventy-five miles of each other. In the event the parties shall in the future move further away from each other so that the distance impacts on the above visitation, then in that event the parties shall modify visitation so as to provide longer visitation periods on a less frequent basis.

MEDICAL INSURANCE

TENTH: It is agreed by and between Husband and Wife that the Husband will maintain all present medical insurance policies owned by him for the child, until the child becomes an adult, and for the Wife until such time as a final divorce decree is rendered. The parties agree to contribute equally to the payment of all medical, dental, orthodontic and eye-glass expenses for the child which are not paid for by insurance benefits.

WAIVER OF CLAIMS

ELEVENTH: 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

J.Z.C.
RLC

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 of the other. This waiver is to include any rights contained in Subtitle 6A of Article 3 of Courts and Judicial Proceedings Article of the Maryland Annotated Code and any additions or supplements thereto that may hereafter be enacted.

FUTURE CONDUCT OF
THE PARTIES

TWELFTH: 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.

INCORPORATION

THIRTEENTH: In the event any Divorce 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. But notwithstanding such incorporation, this Agreement shall not be merged in such decree, but shall in all respects survive the same

9.2.C
RLC

and be forever binding and conclusive upon the parties, except as otherwise set forth herein.

ASSURANCES AND
MODIFICATIONS

FOURTEENTH: 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

FIFTEENTH: 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

SIXTEENTH: The parties hereto declare that they fully understand all the terms and provisions of this Agreement, that each has been advised of his res-

9.2.C
RLC

pective 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 each of said parties duly witnessed and acknowledged.

WITNESS:

Jeffrey L. Culler (SEAL)
JEFFREY L. CULLER

Robin L. Culler (SEAL)
ROBIN L. CULLER

STATE OF MARYLAND: to wit:
COUNTY OF CARROLL:

I HEREBY CERTIFY that on this 22nd day of December, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JEFFREY L. CULLER, 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, and he acknowledges that the date of separation contained in this Agreement is true and that he voluntarily agreed to separate as of that date.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

My Commission Expires: July 1, 1982

STATE OF MARYLAND: to wit:
COUNTY OF CARROLL:

I HEREBY CERTIFY that on this 18th day of December, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ROBIN L. CULLER, known to me

-9-

J.L.C.
R.L.C.

(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, and she acknowledges that the date of separation contained in this Agreement is true and that she voluntarily agreed to separate as of that date.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

David E. Katalia
Notary Public

My Commission Expires: 7/1/82

Notary Public

-10-

J.L.C.
R.L.C.

Division of Major Items of Personal PropertyProperty of Wife

All of Matthew's Furniture
Queen Size Bed, Box Spring,
Mattress
Oak Dresser
Oak Rocker
Chest of Drawers
China Cabinet
Kitchen Table and Four Chairs
Oak Wash Stand
Oak Fern Stand
Oak Server
Clothes Tree
Vacuum Cleaner
Rocker

Property of Husband

RCA Color Television
Stereo Component System
Sofa and Two Chairs
Aquariums
Atari Video Game
Clock Radio
Coffee Table
Princess Desk
Motorola Color Television
Black and White Television
Oak Chair
Hope Chest
Pentax Camera and Lenses
Coin Collection

Items to be Sold, Proceeds Split 50/50
Between Husband and Wife

Refrigerator
Dining Room Set
Picnic Table
Freezer
Washer/Dryer
Crystal Set
Riding Lawn Mower

WITNESS:

Jeffrey L. Culler 12/22/80
JEFFREY L. CULLER, Date

John E. Kantalis

Robin L. Culler 12/18/80
ROBIN L. CULLER, Date

J.L.C.
R.L.C.

ADDENDUM TO SEPARATION AGREEMENT

This Addendum to Separation Agreement made this 22
day of June, 1981, between JEFFREY L. CULLER,

herein called "Husband", and ROBIN L. CULLER, herein called "Wife."

WHEREAS, the Husband and Wife have entered into a
Separation Agreement dated December 22, 1980; and

WHEREAS, in order to make an addition to that Agreement
with regard to Life Insurance, the parties have entered into this
Addendum.

NOW, THEREFORE, in consideration of the promises and
mutual covenants herein, the parties agree:

1. Wife shall maintain the present Life Insurance
Policy in the amount of \$5,000.00 in her name with her son Mat-
thew named as beneficiary.
2. Husband shall maintain the present Life Insurance
Policies in his name with his son Matthew named as beneficiary,
except for the most recently purchased \$10,000.00 policy, which he
intends to cancel. The minimum face value of his other policies
is, at present, \$110,000.00.
3. The above requirements concerning naming the parties'
son as beneficiary in paragraphs 1 and 2 may be modified under
the following conditions:
 - a. Either party may name the other as beneficiary
on any of the policies instead of Matthew.
 - b. If either party has other children, those chil-
dren may be named as co-beneficiaries with Matthew on the Policies.
 - c. If either party creates a Trust (testamentary
or inter vivos) naming Matthew as sole beneficiary or as co-bene-
ficiary with those mentioned in a. or b. above, then the said
aforesaid trust or trusts may be named as beneficiary of the poli-

J.L.C.

Exhibit B

cies providing all the proceeds of such policies go into said trust or trusts.

4. Except as herein modified, all other terms, conditions and covenants of the original Separation Agreement shall remain in full force and effect.

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

WITNESS:

J. Brooks Leiby (SEAL)
Jeffrey L. Culler (SEAL)
Constantine Higgins (SEAL)
Robin L. Culler (SEAL)

STATE OF MARYLAND: to wit:
 COUNTY OF CARROLL:

I HEREBY CERTIFY that on this 22nd day of December, 1980, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JEFFREY L. CULLER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Addendum, and made oath in due form of law under the penalties of perjury that he read said instrument in its entirety and fully and voluntarily executed the same for the purposes therein contained.

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

My Commission Expires: July 1, 1982

STATE OF MARYLAND: to wit:
 COUNTY OF CARROLL:

I HEREBY CERTIFY that on this 22 day of June, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBIN L. CULLER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Addendum, and made oath in due form of law under the penalties of perjury that she read said instrument in its entirety and fully and voluntarily executed the same for the purposes therein contained.

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

My Commission Expires:
 July 1, 1982

-2-

ODD PAGES

CHARLES EDWARD EYLER	*	In The
Plaintiff	*	Circuit Court
vs.	*	For
DOROTHY ESTELLE EYLER	*	Carroll County
Defendant	*	Maryland
	*	No. <u>18296</u> Equity

DECREE

This cause, having been submitted by the Plaintiff, the proceedings having been read and considered by the Court:

WHEREUPON IT IS ORDERED this 19th day of April, 1982, the above-named Plaintiff, Charles Edward Eyler, be and he is divorced "A VINCULO MATRIMONII" from the Defendant, Dorothy Estelle Eyler; and,

It is further ADJUDGED, ORDERED and DECREED that the Marital Settlement Agreement by and between the parties hereto dated March 5, 1977, filed in this cause of action, be and it is 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.

Julia R. Bunn
 Judge

RECORDED
 1982 APR 19 11 14 AM
 18296

EVEN PAGES

THIS AGREEMENT, made this ^{5th} ~~20th~~ day of ^{March} ~~August~~, 1976,
by and between DOROTHY ESTELLE EYLER, hereinafter called "Wife",
party of the first part, and CHARLES EDWARD EYLER, hereinafter
called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious type ceremony
on December 1, 1945, in Carroll County, Maryland, and four
children were born to them as a result of the marriage, all of
whom have attained the age of majority and are emancipated.

On July 22, 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 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 of terminating the marriage, and having done so since July 22, 1976,

EXHIBIT A

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. Husband shall keep in force and pay the premiums
on the presently existing life insurance policy on the life of
the Wife issued by Lutheran Brothers Insurance Society, of which
Wife is the listed owner and Husband is named beneficiary.

4. 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.

5. Wife shall be entitled to retain as her sole,
separate and individual property the 1969 Buick Sedan which
is titled in the name of both Husband and Wife. Husband agrees,
at the request of the Wife, to join in and execute such documents
as may be necessary or proper for issuance of a new certificate
of title to Purchasers of said automobile. Husband further
agrees to continue to pay premiums on the presently existing
automobile insurance policy issued by Harleysville Insurance
Company until such time as the automobile is disposed of by the
Wife.

6. Husband and Wife own as tenants by the entireties
that real property on Rowe Road, New Windsor, Carroll County,
Maryland. Said property is more fully described in a deed from
Weller Brothers, Inc., a body corporate of the State of Maryland,
to Charles E. Eyler and Dorothy E. Eyler, his wife, dated
September 2, 1971, and recorded among the Land Records of Carroll
County in Liber C.C.C. No. 496, folio 420 &c., described as Lot
No. 4 on Plat A, in the subdivision known as "Garland Acres".

With respect to the aforesaid property, Husband and Wife agree as follows:

a. Wife agrees, at the request of the Husband, to join in, execute and deliver a deed conveying the title to the property to the Husband.

b. Husband agrees to pay the expenses of such a conveyance, including the cost of preparing such documents as may be necessary and the cost of recording, transfer taxes and documentary stamps.

c. Husband agrees to pay to Wife the sum of Fifteen Thousand Dollars (\$15,000.00) as consideration for the conveyance of title to said real property by an initial lump sum payment of One Thousand Dollars (\$1,000.00) to be paid upon execution of the aforementioned deed and to begin one month after said lump sum payment, Husband agrees to pay to Wife the sum of Two Hundred Thirty-three and Thirty-three Cents (\$233.33) per month for five (5) years, with the right to extinguish the balance at any time without premium or penalty.

d. Husband and Wife agree that should said property be sold (1) within the above mentioned five (5) year period, and (2) prior to payoff of the balance due the Wife, Husband will pay to the Wife, in lump sum, one-half the difference between the net proceeds of such sale and the sum of Thirty Thousand Dollars (\$30,000.00). This sum is in addition to the amounts set forth in Item C above.

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 be, or 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. 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.

9. 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.

10. 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 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 rights 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.

11. 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, cancellation, 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.

12. 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.

13. 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.

14. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this Agreement, and that each has been fully informed as to the financial and other circumstances of the other. Each signs this Agreement freely and voluntarily and have had the opportunity to seek the advice of independent counsel. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

15. 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.

16. 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: Louis J. Winburn Dorothy Estelle Eyles (SEAL)
DOROTHY ESTELLE EYLES

Witness: Karen Jeanne Stapleton Charles Edward Eyles (SEAL)
CHARLES EDWARD EYLES

STATE OF MARYLAND, ^{Carroll} CARROLL COUNTY, to wit:

I hereby certify that on this 17 day of ¹⁹⁷⁶ August, 1976, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared DOROTHY ESTELLE EYLER and acknowledged the foregoing 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.

Louis J. Wink
Notary Public
Carroll County, Md.

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 20th day of August, 1976, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared CHARLES EDWARD EYLER and acknowledged the foregoing 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 Bullack
Notary Public

LAWRENCE E. KLINE	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	OF
FAY R. KLINE	*	CARROLL COUNTY
Defendant	*	In Equity: 18282

D E C R E E

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

WHEREUPON IT IS ORDERED this 19th day of April, Nineteen Hundred and Eighty-Two, that the above-named Plaintiff, LAWRENCE E. KLINE, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, FAY R. KLINE; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant, FAY R. KLINE, be and she is hereby awarded the guardianship and custody of Melissa A. Mann and Shawn Edward Mann, with the right unto the Plaintiff, Lawrence E. Kline, 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 Defendant pay through the Bureau of Support Enforcement, the sum of \$37.50 per week, per child, 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 Separation Agreement by and between the parties hereto, dated August 12, 1981, and filed in this cause of action, be and it is 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.

Paul H. Bunn
JUDGE

Filed April 19, 1982

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 12 day of *AUGUST*, 1981, by and between LAWRENCE EDWARD KLINE, hereinafter referred to as Husband, and FAY ROMAINE KLINE, hereinafter referred to as the Wife.

WITNESSETH:

WHEREAS, the parties hereto were married on the 11th day of November, 1969, and there were three children of this marriage; MARK ALLEN MANN, born September 23, 1961; MELISSA ANN MANN, born July 9, 1967, and SHAWN EDWARD MANN, born May 2, 1969.

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties have voluntarily and mutually agreed to live separate and apart and are now and since the 17th day of December, 1980, have been living separate and apart, and

WHEREAS, it is the desire of the parties hereto to make a full and complete settlement of their property now owned by them and which may be hereafter acquired by them 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 property rights, the custody and support of their children, the right of the wife to support, maintenance and counsel fees and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings herein contained, the parties hereto mutually 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, and having done so since December 17, 1980, 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 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. Each may reside at such place or places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession, or employment which to him or her may seem advisable.

3. Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of 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 fully and effectually in all respects and for all purposes, as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

4. The Wife hereby further agrees that the Husband shall own, have and enjoy independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other personal property belonging to the Husband and now in his possession, custody or control.

5. The Husband hereby agrees that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property, belonging to the Wife and now in her possession, custody or control.

6. The parties hereto agree to pay the outstanding bills for those items which they presently have in their sole possession.

7. The parties hereto agree that no further debts will be contracted in the name of the other party, and to hold the other harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter make, and shall neither hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

8. Each party hereby waives and releases to the other party any and all claims, demands, debts, rights or causes of action that he or she may have against the other by reason of any matter, cause or thing whatsoever from the date of the marriage to the date of this Agreement, except as otherwise provided herein.

9. Each party hereby waives, releases and relinquishes unto the other all rights or claims of dower, curtesy, descent, inheritance, distributions and all other rights or claims growing out of the said marriage between them and each shall be forever

barred from any and all rights in the estate of the other, whether real, personal or mixed and whether now or hereafter acquired, and each will, upon request of his or her spouse execute good and sufficient release of dower or curtesy to the other spouse, her or his heirs or assigns, or personal representatives or will join upon request, with the spouse or her or his assigns, in executing any deed or deeds to any real property now or hereafter acquired or owned by the other spouse, all at the expense of the spouse so requesting.

10. The Husband hereby agrees that the Wife shall have the care, custody and control of the minor children, Melissa Ann Mann, and Shawn Edward Mann, with the right reserved to the Husband of reasonable visitation, provided, however, that exercise of the visitation privileges by the Husband shall not conflict nor interfere with the school schedule of the children nor with bona fide plans previously made for their activities, and all such visitation shall be exercised with due regard for the health and general welfare of said children provided 24 hour notice is given prior to visit.

11. The Husband agrees that he will pay unto the Wife for the support and maintenance of each of the two minor children of the parties through the Bureau of Support Enforcement, accounting from and with the first payment being due and payable on the 17th day of December, 1980, the sum of Thirty-Seven Dollars and Fifty Cents (\$37.50) per week per child for a total of Seventy-Five Dollars (\$75.00) per week. Said payments with respect to each child shall cease and determine upon the first to occur of any one of the following events as to any such child: (a) arrival at age 18, except that if said child shall then be attending high school, the terminal age shall be at graduation; (b) marriage, (c) becoming self-supporting; (d) death of said child; or (e) any other emancipation of said child.

12. The Wife or Husband or both hereby waives any and all right to alimony, support and maintenance, and hereby covenants that he/she will not claim now or in the future, any sums of money for the Husband/Wife for alimony, support and/or maintenance.

13. The Wife agrees, if so requested by the Husband, to execute and file joint Federal and State income tax returns for the year 1981, and for any subsequent year during which they shall be Husband and Wife and entitled under the applicable laws and regulations to file a joint return. For each return filed subsequent to those filed for the year 1981, each party shall pay their proportionate part of the tax due that 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. As to the tax returns for the year 1981 the parties hereby agree to equally divide the tax refund resulting from over-payment of taxes. For returns filed for each year subsequent to 1981, each party hereby assigns unto the other that share of any tax refund that may result from an over-payment in connection with his or her respective earnings or income. The parties agree that they shall claim the minor children as dependents for tax purposes on alternate years. The Husband shall claim them for year 1981, Wife for 1982, etc.

14. The parties hereto further agree that the execution of this document shall in no wise be considered or construed as a waiver of or bar to any cause for divorce which may hereafter accrue, and it is the intention, desire and contract of the parties, that in any divorce now pending or in any divorce action for absolute

divorce instituted at any time hereafter by either party, that the parties shall be bound by all terms hereof, and this Agreement be incorporated into any Decree of Divorce and the parties directed to be bound thereby subject to modification by the Court.

15. No modification or waiver by the parties of any of the terms of this Agreement shall be permitted pursuant to Article 16, Section 28 of the Annotated Code of Maryland.

16. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

17. Except for the right, which each of the parties hereby respectively reserved, 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 against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Code, Courts & Judicial Proceedings, §§ 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State, or any other state, subsequent to the execution of this Agreement concerning marital rights or property rights whether

said change results from legislative enactment or judicial pronouncement, 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 to which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds halves or legal shares and widow's or widower's rights, 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.

18. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

19. The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

20. 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 provisions 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.

21. This Agreement shall be subject to and governed by the laws of the State of Maryland, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

22. Each party hereto declares that she or he has read the foregoing Property Settlement Agreement, and that he or she has had the right to independent legal advice by counsel of his or her selection, that each fully understands the facts and has been fully informed of his or her rights and liabilities, and that after such advice and knowledge, each believes the Agreement to be fair, just and reasonable, and that each signs the Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to four (4) counterparts of this Agreement, each of which shall constitute an original, the date first above written.

WITNESS:

David W. Martin

Lucia A. Martin

Fay Romaine Kline (SEAL)
Fay Romaine Kline

Lawrence Edward Kline (SEAL)
Lawrence Edward Kline

STATE OF MARYLAND, COUNTY OF *Carroll* to wit:

I HEREBY CERTIFY that before me, the undersigned Notary Public, personally appeared FAY ROMAINE KLINE, known to me to be the person whose name is subscribed to the within instrument, who, after being sworn, 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.

WITNESS my hand and official seal this *17th* day of *August*, 1981.



Shara Lois Luchinsky
NOTARY PUBLIC

MY COMMISSION EXPIRES ON: *7-1-82*

STATE OF MARYLAND, COUNTY OF *Carroll* to wit:

I HEREBY CERTIFY that before me, the undersigned Notary Public, personally appeared LAWRENCE EDWARD KLINE, known to me to be the person whose name is subscribed to the within instrument, who, after being sworn, 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 official seal this *28th* day of *July*, 1981.

Louis A. Martin
NOTARY PUBLIC



MY COMMISSION EXPIRES ON: *7/1/82*

PAUL T. TAYLOR * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR CARROLL COUNTY
MARIE TAYLOR * IN EQUITY
Defendant * Case No. 17921

* * * * *
D E C R E E

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 *20th* day of *APRIL*, Nineteen Hundred and Eighty-Two, that the above-named Plaintiff, PAUL T. TAYLOR, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, MARIE TAYLOR; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, PAUL T. TAYLOR, be and he is hereby awarded the guardianship and custody of KAMA ROSE TAYLOR, the minor child of the parties hereto, said Decree being passed by this Honorable Court on February 2, 1982, with the right unto the Defendant, MARIE TAYLOR, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

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

[Signature]
JUDGE

APR 20 4 32 PM '82
CLERK OF COURT
CARROLL COUNTY, MD.

PAUL T. TAYLOR : No. 17921 Equity
 Petitioner : in the
 vs : Circuit Court
 MARIE TAYLOR : for
 Respondent : Carroll County

DECREE

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

WHEREUPON IT IS ORDERED this 2nd day of February, Nineteen Hundred and Eighty-two, that the above-named Petitioner, Paul T. Taylor, be and he is hereby awarded permanent guardianship and custody of Kama Rose Taylor, the minor child of the parties hereto, with the right unto the Respondent, Marie Taylor, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

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

Paul K. Burns
 Judge

Filed Feb. 3, 1982

BONITA J. FLEAGLE * IN THE
 Plaintiff * CIRCUIT COURT
 vs. * FOR
 BRETT M. FLEAGLE * CARROLL COUNTY
 Defendant * Equity No. 18581
 * Docket:
 * Folio:

* * * * *

DECREE

The Plaintiff's Motion for Summary Judgment is hereby granted by this Court, and it is this 22nd day of APRIL, 1982, by the Circuit Court for Carroll County, sitting in equity:

ORDERED, ADJUDGED and DECREED that the Plaintiff, BONITA J. FLEAGLE, be and she is hereby divorced A Vinculo Matrimonii from the Defendant, BRETT M. FLEAGLE, and it is further

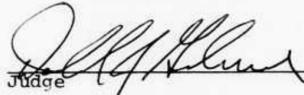
ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto dated March 10, 1982, filed in this cause, be and it is hereby approved and made a part of this Decree as if fully set forth herein; and it is further

ORDERED that the care and custody of the minor child of the parties, Amy Lynn Fleagle, born July 30, 1977, be and it is hereby granted unto the Plaintiff with the right and privilege unto the Defendant to visit with and have said child with him at reasonable times and places commensurate with the best interest of said child, all subject to the further Order of this Court, and it is further

ORDERED that the Defendant shall pay unto the Plaintiff for the support and maintenance of the minor child the sum of \$50.00 per month, subject to the further Order of this Court, and it is further

ORDERED that the Plaintiff and Defendant be and they are hereby denied alimony, and it is further

ORDERED that the Plaintiff pay the costs of this proceeding.


Judge

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 10 day of March,
⁸²1978, by and between BRETT MITCHELL FLEAGLE, of Carroll County, Maryland, herein called "Husband," and BONITA JEAN FLEAGLE, of Carroll County, Maryland, herein called "Wife".

WHEREAS the parties hereto are now husband and wife, having been legally married by a religious ceremony in Carroll County, Maryland on July 11, 1970, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about November 24, 1977, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue 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 contemplate 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 the other.

NOW, THEREFORE, in consideration of the premises, 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:

FIRST: Husband and wife have agreed that all of the clothing, personal effects and personal property of each, of

whatsoever description, shall be the absolute property of each free of any claim of the other, except as hereinafter provided.

SECOND: That the care, custody and control of the child born of this marriage, namely Amy Lynn Fleagle, born July 30, 1977, shall be with and shall remain with the wife, provided, however, that there shall be reasonable rights of visitation to husband.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and husband shall keep the other advised of any changes of residence addresses and telephone numbers.

Husband shall pay to wife the sum of FIFTY DOLLARS (\$50.00) per month for the support and maintenance of said child for each month the child is in the custody of wife until she reaches the age of eighteen years, marries, becomes self-supporting or dies, whichever shall first occur.

Wife shall have the right to claim said child as her dependent for the purposes of annual Federal and State Income Tax Returns.

THIRD: That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby:

(a) Release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each.

(b) Release and discharge wife from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband except as otherwise stated herein, it being the intention hereof that husband hereby expressly forever waives any present or future claim he may have against wife for alimony and/or support for himself.

(c) Assume any and all liability to Sears Roebuck and Company representing the amount due and owing on a boat which the parties purchased from Sears Roebuck and Company in the approximate amount of One Hundred Fifty Dollars (\$150.00); and husband further agrees to save wife harmless on account of said debt.

FOURTH: That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby:

(a) Release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each.

(b) Release and discharge husband from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife except as otherwise stated herein, it being the intention hereof that wife hereby expressly forever waives any present or future claim she may have against husband for alimony and/or support for herself.

(c) Agree to assume any and all liability for the following debts of the parties, and to be solely responsible to completely discharge all the following bills; and further, to save husband harmless on account of any and all monies owing on the following:

1. Mortgage to the Community National Bank of Littlestown, Pennsylvania, in the approximate amount of Nine Thousand Dollars (\$9,000.00).
2. Loan to the Nationwide Insurance Company for the wife's automobile in the approximate amount of Six Hundred Dollars (\$600.00).
3. Debt to Aldens mail order house.

FIFTH: Husband and wife further agree that the parties

own, as tenants by the entireties, in fee simple, certain real estate in Carroll County, Maryland, known as 6014 Conover Road, Taneytown, Maryland 21787, which is now being occupied as a dwelling by the wife and the minor child of the parties. Said property is subject to a lien of a mortgage held by the Community National Bank of Littlestown, Pennsylvania, in the approximate amount of Nine Thousand Dollars (\$9,000.00). The wife shall have the right to occupy said property, rent free, until such time as she remarries, vacates the home, or until the parties mutually agree otherwise. During the period of the wife's occupancy, the wife shall pay the said mortgage payment directly to the Community National Bank of Littlestown, Pennsylvania, and save husband harmless on account of said debt. It is further agreed that wife and husband shall equally bear the expenses of any and all real estate taxes on said home until same is off conveyed by the parties in the future. The wife agrees that she shall, during the period of her occupancy, keep the property in good order and repair, pay the costs of all necessary repairs and maintenance as well as the aforesaid cost of all utilities furnished to said dwelling.

Upon the termination of the wife's right to occupancy, the property shall be sold for the best price obtainable at a public or private sale, and the net proceeds therefrom, after payment of the expenses thereof and the discharge of all liens and encumbrances thereon, shall be divided equally between the parties.

SIXTH: 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, 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.

SEVENTH: 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.

EIGHTH: Each party expressly 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 pay his or her counsel fees and court costs with respect thereto.

NINTH: In the event of any action in the future by either party hereto against the other for an absolute divorce, it is covenanted and agreed by and between the parties hereto, that this agreement shall be submitted to the Court having jurisdiction thereof, for its approval, and said Court shall be requested by the parties hereto to incorporate this agreement by reference, in any decree or judgment that may be entered in any such action.

TENTH: 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 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, cancellation, abrogation or annulment shall only take place after 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 hereof.

ELEVENTH: 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

DIANA BITZEL * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
STEVE BITZEL * CARROLL COUNTY
Defendant * EQUITY NO. 18459

DECREE

The Plaintiff's Motion for Summary Judgment is hereby granted by this Court, and it is this 23RD day of APRIL, 1982 by the Circuit Court for Carroll County, sitting in equity:

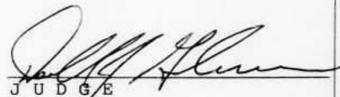
This cause standing ready for hearing and being submitted by the parties the proceedings were read and considered by the Court, and it is hereby

ORDERED, ADJUDGED and DECREED that the Plaintiff, Diana Bitzel be and she is hereby divorced A Vinculo Matrimonii from the Defendant, Steve Bitzel, and it is further

ORDERED that the Plaintiff and Defendant be and they are hereby denied alimony, and it is further

ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto and filed in this cause be and it is 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

-1-

APR 23 1982
48

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 16th day of April, 1981, by and between STEVEN BITZEL hereinafter referred to as "Husband", and DIANA BITZEL hereinafter referred to as "Wife":

WITNESSETH:

WHEREAS, the parties hereto are now husband and wife having been legally married by a religious ceremony on the 29th day of October 1978 in the State of Maryland, County of Carroll.

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

WHEREAS, certain irreconcilable differences have arisen between the parties, for which they have mutually and voluntarily consented to live separate and apart, and will live separate and apart from the date of this Agreement 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 of the parties 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

JSP/das

-1-

Filed April 21, 1982

and jointly, and of their respective incomes, obligations and needs after due consideration, do fully and voluntarily agree as follows:

GENERAL PROVISIONS

The parties agree that they have voluntarily agreed to separate and will separate as of the date of this Agreement and that the separation is permanent and voluntary and each agrees 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.

Each party expressly waives the right to assert a claim which now exists or may hereafter arise for divorce A Vinculo Matrimonii or A Mensa Et Thoro for grounds other than voluntary separation or statutory living apart for the requisite period, it being expressly understood that neither party will rely on any such grounds other than voluntary separation or statutory living apart for the requisite period for the purpose of obtaining a divorce or for any other purpose whatsoever. Nothing contained herein shall prohibit or restrict either of the parties from obtaining a divorce on grounds of voluntary separation or statutory living apart for the requisite period.

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,

-2-

ODD PAGES

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 release the other from any charge or liability from his or her counsel fees.

DISPOSITION OF PERSONAL PROPERTY

All of the tangible personal property and household chattels presently located at the parties residence shall be and remain the sole and exclusive property of the Husband, free and clear of any interest of the Wife, with the exception of those items listed on Schedule A which is attached hereto and incorporated herein as part hereof.* Within thirty (30) days of the date of this Agreement, upon reasonable advance notice from the Wife to the Husband, the Wife shall remove from the parties residence those items listed on Schedule A, which items shall be and remain the sole and exclusive property of the Wife, free and clear of any interest of the Husband.

The Husband and Wife agree that the clothing, personal effects and personal property of the other of whatsoever description shall be free of the claim of the other.

DISPOSITION OF AUTOMOBILES

Upon the payment of the sum of \$1,800.00 from the Wife to the Husband, the Husband agrees to transfer all of his right, title and interest in and to the Datsun B 210 automobile to the Wife. Husband agrees to execute any documents necessary to effect said transfer and to sign a gift certificate for the transfer. Wife agrees to pay all of the cost of the transfer.

-3-

SOB
D.E.B.

AND ALSO excepting the refrigerator, washer & dryer and dishwasher which the parties agree will be sold with the house

EVEN PAGES

From the time of the execution of this Agreement until the payment of the aforesaid sum, Husband agrees that Wife shall be entitled to utilize the Datsun. Wife agrees during this period to pay all of the expenses in connection with said automobile and to obtain her own automobile insurance.

Wife agrees to transfer unto the Husband all of her right, title and interest in and to the 1981 Dodge Ram Truck to the Husband and to execute any documents necessary to effect said transfer. Husband agrees to pay the cost, if any, for the transfer. Husband further agrees to pay the payments in connection with said vehicle to Chrysler and to indemnify the Wife from any and all liability in connection therewith.

DISPOSITION OF REAL PROPERTY

The parties own as tenants by the entirety the real property known as 1702 Bollinger Road, Westminster, Maryland. Said property is subject to the lien and effect of a mortgage with the Colonial Mortgage Service.

The parties agree that said property shall be sold at the earliest possible date. To effect said sale the parties agree to attempt to sell the property themselves until May 31, 1981. In the event that said property is not sold by May 31st, it is then agreed that the property shall be listed for sale with a real estate broker to be selected jointly by the parties. The parties agree that they shall each be obligated to accept any offer for the property of \$53,000.00 or more.

In the event that said property has not been sold within six months of the date of this Agreement, then, either party shall have the right to petition a Court of Equity to have the property sold.

The Husband shall be entitled to reside on the property until it is sold and the Wife agrees from the date of this Agreement to take up residence elsewhere. During the period of the Husband's occupancy, the parties agree that they will each pay one half of the mortgage payments due on the property and that the Husband shall pay all other expenses in connection with the home, including but not limited to heat, gas and electric, and insurance. Husband agrees to keep the property in good order and repair.

In the event that any other person shall reside on the property along with the Husband* or that any portion of the property shall be leased, it is agreed that the Husband shall thereafter assume and pay the entire mortgage payment and the Wife shall be released thereafter from her obligation to do so.

Each party agrees to indemnify the other from any and all liability in connection with the expenses which they agree to pay hereunder.

The proceeds from the sale of the property, after the payment of the expenses of the sale and the discharge of the mortgage on the property, shall be divided equally between the parties, one half to the Wife and one half to the Husband.

WAIVER OF ALIMONY

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, 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.

SAB
JEB

* for a period of 2 weeks or more

OUTSTANDING INDEBTEDNESS

The parties acknowledge that aside from those obligations set forth heretofore the only outstanding joint obligation is the Master Charge Account. Each party agrees not to make any further charges on said account from the date of this Agreement and to destroy the cards in his or her possession for the account.

Husband and Wife agree to each pay one half of the minimum payment due on the account until the receipt of the parties joint federal and state tax refunds. These refunds shall then be used to satisfy the remaining balance on the Master Charge account. Any excess remaining shall, then, be divided equally between the parties.

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 annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or annulment 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 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.

If any provision of this Agreement shall ever be deemed invalid or unenforceable by any Court of competent jurisdiction, such determination shall not effect the remaining provisions of this Agreement.

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 in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of the 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 hereto 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 interpreted 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, 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.

Except as otherwise provided herein each of the parties hereto himself or herself and his or her respective heirs, personal representatives and assigns releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978), Laws of Maryland, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

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.

WITNESS the hands and seals of the parties.

WITNESS:

J. S. Plew
J. S. Plew

Stu Andrew Bitzel
Diana C. Bitzel

STATE OF MARYLAND, COUNTY OF CARROLL, To wit:

I HEREBY CERTIFY, That on this 16th day of April 1981, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared STEVEN BITZEL, 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.

Debra A. Stambaugh
NOTARY PUBLIC

STATE OF MARYLAND, COUNTY OF CARROLL, To wit:

I HEREBY CERTIFY That on this 16th day of April 1981, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared DIANA BITZEL, 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.

WITNESS my hand and Notarial Seal.

Debra A. Stambaugh
NOTARY PUBLIC

SCHEDULE A

Living room furniture, including sofa, loveseat,
chair, coffee table and end tables

Kitchen table and chairs

Dry sink

Corner cabinet

Plants and stands

½ of all kitchen items

½ of all linens

½ of all knick knacks and pictures

CHARLES E. BOWMAN * IN THE

Plaintiff * CIRCUIT COURT
vs.
IRENE J. BOWMAN * FOR

Defendant * CARROLL COUNTY
In Equity
* * *

DECREE OF DIVORCE

This Court having read and considered all pleadings,
motions, and affidavits filed herein, it is this ^{07th} day of
April, 1982, by the Circuit Court for Carroll County
ADJUDGED, ORDERED, AND DECREED that the Plaintiff, CHARLES E.
BOWMAN, is hereby DIVORCED A VINCULO MATRIMONII, from the
Defendant, IRENE J. BOWMAN, and it is further

ORDERED that the Plaintiff shall pay the court costs
in this proceeding.

Richard K. Burns
JUDGE

Kenneth Helms
ATTORNEY AT LAW
437 W. OLD LIBERTY ROAD
ELDENBURG, MARYLAND 21028

REC'D
FAM. COURT
APR 27 1982
djh

JOHN J. VOITTA, JR., * IN THE
 Plaintiff * CIRCUIT COURT
 * FOR
 v. * CARROLL COUNTY
 *
 PEGGY A VOITTA, *
 Defendant *
 * Equity No. 18493
 *

DECREE OF DIVORCE

This Court having read and considered all pleadings, motions and affidavits filed herein, it is this 30th day of April, 1982, by the Circuit Court for Carroll County, ADJUDGED, ORDERED, AND DECREED that the plaintiff, JOHN J. VOITTA, JR., is hereby DIVORCED A VINCULO MATRIMONII from the defendant, PEGGY A. VOITTA, and it is further

ORDERED that the provisions of the Marital Settlement Agreement of the parties dated May 22, 1981, and the Amendment to that Agreement dated September 26, 1981, filed herein be and the same are hereby incorporated in this Decree of Divorce; and it is further

ORDERED that the parties are denied alimony by reason of their express waiver thereof; and it is further

ORDERED that the plaintiff shall bear the court costs in this proceeding.

Ruth K. Burns
 JUDGE

ALL
 APR 30 1982

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 22nd day of MAY, 1981, by and between JOHN J. VOITTA, JR., hereinafter called "Husband", party of the first part, and PEGGY A. ELLIOTT VOITTA, hereinafter called "Wife", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on July 14, 1973 in Baltimore County, Maryland. No children have been born to them as a result of the marriage. Differences have arisen between the parties and, as of April 27, 1981, it has been their desire to separate voluntarily and by mutual consent to live separate and apart in separate places of abode without any cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this agreement to formalize their voluntary separation and to settle all questions of their respective rights in the property or estate of the other and in property owned by them jointly or as tenants by the entireties, and in marital property, personal and marital rights, the right of the parties to support and maintenance, alimony, counsel fees and all other matters growing out of their marital relationship.

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

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties agreed to separate as of April 27, 1981 and they shall hereafter continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him/her shall seem advisable for his/her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with

him/her by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he/she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his/her property as if he/she were unmarried. Each of the parties releases all claims and demands incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Subtitle 6A, Courts and Judicial Proceedings Article, Annotated Code of Maryland and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him/her shall pass by his/her Will or under the laws of descent as the case may be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of one another. Accordingly, and in consideration of this agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife,

absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

4. INCORPORATION OF EXPLANATORY STATEMENT

The Explanatory Statement is incorporated by reference herein as a substantive part of this Marital Settlement Agreement.

5. MARITAL HOME

The parties own, as tenants by the entireties in fee simple, the property in Carroll County, Maryland, known as 243 Stacy Lee Drive, Westminster, Maryland 21157. The home is subject to first and second deeds of trust, dated February 23, 1979 and January 20, 1981 respectively, held by Yorkkrdee Calvert Savings and Loan Association of Baltimore County (formerly Yorkkrdee Federal Savings & Loan Association and hereinafter called "Bank"). Husband and wife agree to execute a deed within thirty (30) days from the date of this agreement, conveying full title and interest in the marital home property to Husband. Inconsideration therefor, Husband thereafter shall assume sole responsibility for the first and second deeds of trust and he shall hold harmless and indemnify Wife from any and all obligations in connection therewith.

6. INSURANCE

The parties agree that the terminal date of Husband's obligation to provide medical insurance, life insurance and/or automobile insurance coverage for Wife shall be the date of execution of this agreement.

7. PERSONAL PROPERTY

The personal property, furnishings, fixtures, appliances, silverware, dishes, and other household items have been divided equally between the parties free of any and all claim of the other party as evidenced by Schedule A, attached hereto and incorporated by reference herein. The joint checking and savings accounts maintained at the Carroll County Bank and Trust Company and at the First National Bank of Maryland shall be made current to the date of this Agreement and the balances therein shall be divided equally between the parties. The 1981 Honda automobile shall be the sole and separate property of Husband and the 1978 Dodge Aspen automobile shall be the sole and separate property of Wife. The parties shall execute such documents as may be necess-

ary or proper for the issuance of a new certificate of title for said automobiles in their respective names alone.

8. JOINT INCOME TAX RETURNS

Wife agrees if so requested by Husband, to execute and file joint Federal and State income tax returns for the year 1981 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. The parties hereby agree to divide between them any tax refund that may result from an overpayment in connection with earnings or income reported on any joint return.

9. PARTIES FULLY INFORMED AS TO TERMS

Each of the parties has been informed fully as to the financial and other circumstances of the other. Wife has been advised to obtain the independent advice of counsel of her own selection and Wife understands fully that this agreement has been drawn by an attorney representing only Husband. They each regard the terms of this agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

10. CONTROLLING LAW

This agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

11. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this agreement each party is released, and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action,

claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this agreement, neither party shall incur any liability on behalf of the other nor make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this agreement.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Subtitle 6A, Courts and Judicial Proceedings Article, Annotated Code of Maryland, including but not limited to any claim to a monetary award, the family home and/or family use personal property, if any, any claim to marital property, if any, and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any, and any claim against the other or against his or her property by virtue of any future change in the residence or domicile of either of the parties or any future change in the situs of any property of either of the parties, and any claim against the other or against his or her property by virtue of any future change of any law of this or any other State subsequent to the execution of this agreement concerning marital rights or property rights, whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign unto 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 to which either of said party has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, 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.

The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this agreement.

12. VOLUNTARY SEPARATION

The parties agreed to separate, voluntarily and by mutual agreement, on April 27, 1981. The parties agree that their purpose and intent in separating has been and continues to be to end their marriage.

13. COUNSEL FEES: COURT COSTS

Husband agrees to assume the costs of all counsel fees and court costs in connection with the preparation of this agreement and with the parties' separation and divorce. 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.

14. DEBTS

The parties agree to assume responsibility for debts contracted by themselves up to the date of this agreement in accordance with the obligations listed for each party on Schedule B, attached hereto and incorporated by reference herein and to hold and save one another harmless from any and all liability therefore. From and after the date of this agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of one another, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of one another, and as to any debts or obligations incurred or contracted by them from and after the date of this agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

15. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this agreement.

B. With the approval of any court of competent jurisdiction in which any divorce proceeding between the parties may be instituted at any time in the future, this agreement shall be incorporated in said decree of divorce. 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 hereof.

C. The parties mutually agree that in entering into this agreement, each party signs this agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of his/her respective rights and obligations growing out of or incident to their marriage.

D. Whenever the masculine gender is used herein, it shall mean also the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

E. This agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this agreement shall be valid unless made in writing, and signed by the parties.

F. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

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

WITNESS:

Elizabeth K. Hubert

John J. Votta, Jr. (SEAL)
JOHN J. VOTTA, JR.

WITNESS:

Elizabeth K. Hubert

Peggy A. Elliott Votta (SEAL)
PEGGY A. ELLIOTT VOTTA

STATE OF MARYLAND, Baltimore City, TO WIT:

I HEREBY CERTIFY, that on this 20th day of MAY 1981, the above-named JOHN J. VOTTA, JR. personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Marital Settlement Agreement are true and correct as therein stated and he acknowledged that the said agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/82

[Signature]
Notary Public

STATE OF MARYLAND, Baltimore City, TO WIT:

I HEREBY CERTIFY, that on this 20th day of MAY 1981, the above-named PEGGY A. FILLIOM VOTTA personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Marital Settlement Agreement are true and correct as therein stated and she acknowledged that the said agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/82

[Signature]
Notary Public

-2-

MARITAL SETTLEMENT AGREEMENT

Schedule A

The parties have agreed to divide their personal property as follows:

<u>Husband</u>	<u>Wife</u>
Plaid Sofa Set	Brown Sofa Set
Bar	Pine Coffee Table & End Table
Coffee Table & End Tables (Matching)	2 Gold Lamps
2 Large Ginger Jar Lamps	1 Ginger Jar Lamp (Small)
1 Small Ginger Jar Lamp	Stereo & Cabinet
1/2 Sheets 1/2 Towels	1/2 of the Records
1/2 Tupperware	Sander- 1/2 Tools
1 set Silverware	1/2 Extension Cords
Patsy Ross Picture	Iron & Ironing Board
Bar Pictures	Double Bed
Large Mirror	1/2 Silverware
Camera (Minolta)	1/2 Tupperware
Panasonic Stereo Set	1/2 Sheets 1/2 Towels
Desk in Basement (Blue)	Owl Pictures
1/2 of the Records	Distill Fink Pictures
Hat Rack	Shadow Box
Color TV	Muffin Picture
Power Tools & Tool Box- 1/2 Tools	Train Picture
Oriental Pictures	Dry Sink
New England Pictures (Pencil Sketch)	Dresser Desk Cedar Chest & Chair
Coin Sets	Four Season Clock
Sofa Bed (Den)	Kitchen Dishes
Corner Table (End of Hall)	Microwave & Stand
2 Dressers Black	1/2 Corningware
Both Monkey Pod Sets	31 Day Clock
Met Vac	1/2 Quilts
Shell Lamp	1/2 Blankets
Mix Master	1/2 Pillows
China	Hair Dryer

MARITAL SETTLEMENT AGREEMENT (Page 2)

Schedule A

Husband

Book Case
 Japanese doll
 1/2 Quilts
 1/2 Blankets
 1/2 Pillows
 Hair Dryer
 Ceramic Xmas House
 Rocking Chair
 1/2 of the glasses
 Gold Eagle
 Dining Room Set
 1/2 Corningware

Wife

Ceramic Bowl & Pitcher
 Ceramic Canister Set
 Ceramic Showman
 1/2 of the glasses
 Hummel figurines
 Brass Hurricane Lamps
 Ceramic Façade
 Kitchen Set

MARITAL SETTLEMENT AGREEMENT

Schedule B

The parties have agreed from the date of this agreement to bear sole and individual responsibility for the debts listed below their respective names:

HUSBAND

1. Yorkridge Calvert Savings & Loan Association
Deed of Trust dated 2/23/79
Account #902039141
2. Yorkridge Calvert Savings & Loan Association
Deed of Trust dated 1/20/81
Account #902051206
3. Carroll County Bank & Trust Company
Automobile Loan
Account #1930707 B
4. Savings Bank of Baltimore
Master Charge Account
Account #5242 0520 0109 3887
5. First National Bank of Maryland
Visa Account
Account #4336 271 004 412

WIFE

1. General Electric Credit Corporation
Furniture Loan
Account #61H4 5509 W53408-0
2. \$200.00 payment to Husband for current charges on VISA account
#4336 271 004 412

Peggy
 Bookcase
 Sofa bed
 Ticker
 Freezer
 Shop vacuum
 Hoaxer
 Car opener
 Christmas tree (4-ft door)
 22 - Gin
 Decanter
 Candle stick holder (Silver)
 Cake plate (Silver)
 Tea Pot
 Punch bowl (Monkey)
 Crab Pot
 Song Game
 Sander
 Saw
 Spill Rug 4' x 9" w/ Pad
 1/2 Money in jar
 Carving Set
 Egg Procker
 Scale

Attached to Separation agreement of 5-22-81
 Witness 9-26-81 John J. Votta Peggy A. Votta

* Nellie M. Philander
 * Adrienne Smith

J. J. Philander
 Electric Range
 Roaster Pan
 Jig Saw
 Drill
 Range in back
 1/2 Money in jar for jar
 Refrigerator
 Mixer

KATHY LOUISE STITELY, : IN THE
 Plaintiff. : CIRCUIT COURT
 vs. : FOR
 JOHN FRANCIS STITELY, JR., : CARROLL COUNTY
 Defendant. : NO. 17823 EQUITY CASE
 :

.....

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 6th day of May, 1982, that the Plaintiff, KATHY LOUISE STITELY, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, JOHN FRANCIS STITELY, JR.; and

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

Luke K. Burns
 LUKE K. BURNS, JR.
 ASSOCIATE JUDGE

MAY 6 11 25 AM '82
 CLK

WILLIAM PAUL DEIBEL : No. 18281 Equity
 Plaintiff : in the
 vs : Circuit Court
 EVELYN JEAN DEIBEL : 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 6th day of MAY, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, William Paul Deibel, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Evelyn Jean Deibel; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant, Evelyn Jean Deibel, be and she is hereby awarded the guardianship and custody of Jeannie Marie Deibel and William Paul Deibel, II, the minor children of the parties hereto, with the right unto the Plaintiff, William Paul Deibel, 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 \$40.00 per week per child, for a total of \$80.00 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 Voluntary Separation and Property Settlement Agreement dated November 22, 1980, and the Addendum thereto dated December 12, 1981, by and between the parties hereto 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.


 Judge

filed May 7, 1982

VOLUNTARY SEPARATION
 AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this day of November, 1980, by and between EVELYN JEAN DEIBEL, hereinafter called the "Wife", party of the first part, and WILLIAM PAUL DEIBEL, hereinafter called the "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married in a religious ceremony on February 14, 1970 in Baltimore City, Maryland. Two children were born as a result of this marriage, namely, Jeannie Deibel, born January 20, 1973 and William Paul Deibel, II, born July 30, 1980.

On November 18, 1980 the parties mutually agreed voluntarily to separate and live apart in separate places of abode without any cohabitation with the intention of terminating their marriage, and they have continued to do so. The parties deem it in their best interests to enter into this Agreement to formalize their voluntary separation, to settle their respective property rights, the custody and support of their minor 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:

FIRST: The parties hereto agree to separate, and from the date of November 18, 1980, voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of ending the marriage. 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. The parties agree to keep each other advised of their respective

- 1
 TT 5441

resident and work address and telephone numbers at all times.

SECOND: The parties own as tenants by the entireties the property located at 441 Red Tulip Court, Teaneytown, Maryland, which is now being occupied by the Wife and minor children of the parties. The parties agree that the Wife shall continue to reside in the house and that she will be responsible for all mortgage installment payments to Farmer's Home Administration, all maintenance and repairs to the property, and that she agrees to carry homeowner's insurance on the property at all times. It is further agreed that the Wife shall be responsible for the payment of the Baltimore Gas & Electric bill and the telephone bill, and any other household bills. *It is further agreed that the Husband will support and maintain the household bills with one year from this date.*

THIRD: Wife shall have the care and custody of the minor children of the parties with the right and privilege unto the Husband to visit with and have said children with him at all reasonable times, it being the intention of the parties that the Husband shall have full and liberal rights of visitation so that as close a relationship as possible shall be maintained between him and the children. Wife shall cooperate to the fullest extent possible to effectuate this intent. Provided, however, that exercise of the visitation privileges by the Husband shall not conflict nor interfere with the school schedule of the children, nor with bona fide plans previously made for their activities, and all such visitation, shall be exercised with due regard for the health, and general welfare of said children. The Husband shall provide the Wife with prior notice of his intention to exercise any and all visitation privileges.

FOURTH: Husband shall pay unto Wife for the support and maintenance of the minor children of the parties, directly unto her and not through the Division of Parole and Probation of any Court, accounting from and with the first payment being due and payable on Nov 21 1970, 1980, the sum of Forty (\$40.00) Dollars per week per child. Said payments shall cease and terminate upon the first to occur of any one of the following events as to each respective child: (a) arrival at age 18; (b) marriage; (c) becoming self-supporting; (d) or death of said child or Husband.

FIFTH: The parties hereto agree that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all furniture, household goods and furnishings remaining in the house after the equitable division of properties between the parties.

SIXTH: Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situated, which are owned now or held by him or her with full power to him or to her to dispose of same as fully and effectually in all respects and for all purposes as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

SEVENTH: The Husband hereby agrees that he shall continue to carry the Wife and the two minor children on his medical and dental insurance, and that he will be responsible, in the event of any discrepancies between the amount of medical payments provided by insurance and any balance due as a result of any treatment, medical or dental, on behalf of the wife or children. The Husband further agrees that he will continue to carry the Wife as beneficiary on any life insurance policies until both of the minor children have attained the age of majority, and that he will be responsible for the payment of all premiums to carry such insurance in full force.

EIGHTH: The Wife hereby further agrees that the Husband shall own, have and enjoy, independent of any claim or right of the Wife, all wearing apparel, personal ornaments, and other personal property belonging to the Husband and now in his possession, custody or control.

NINTH: The Husband hereby agrees that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property belonging to the Wife and now in her possession, custody or control.

TENTH: The parties hereto now jointly own a 1972 Volkswagen and a 1975 Dodge Truck. The Husband hereby agrees that he will sign all of his right, title and interest in and to the 1972 Volkswagen over to the Wife and that the Wife hereby agrees that she will sign all of her right, title and interest in and to the 1975 Dodge truck over to the Wife. The parties

shall execute such documents as may be necessary or proper for the issuance of new certificates of title and the Husband shall pay the costs of procuring same. The Husband agrees that he shall be responsible for the payment of liability insurance coverage on both vehicles and that he will indemnify the Wife and hold her harmless from any and all liability in connection with said insurance.

ELEVENTH: The Husband agrees to pay all outstanding bills of the parties incurred up to the date of this Agreement, according to their terms, which include, but are not limited to, Mastercharge, Montgomery Wards, Union Trust, Commercial Credit, and Exxon.

Each party shall assume responsibility for debts contracted by himself or herself, and each shall hold and save the other harmless from any and all liability therefor, for any debts contracted after the date of this Agreement, and each party agrees that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on the behalf of each other.

TWELFTH: The Husband hereby agrees to pay unto the Wife the sum of Thirty (\$30.00) Dollars per week for alimony pendente lite and permanent alimony.

THIRTEENTH: The parties hereto agree that the Husband shall pay the costs of attorney's fees in connection with the preparation of this Agreement.

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

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, abrogations, or annulment, shall only take place after reduced in writing, sealed, signed, 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 the reconciliation or otherwise by

any Court shall not affect the remaining terms and provisions hereof.

FIFTEENTH: With the approval of any Court of competent jurisdiction in which any proceedings for an absolute divorce may be instituted this Agreement shall be incorporated in any decree of absolute Divorce a Vinculo Matrimonii 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 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 hereof.

SIXTEENTH: 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 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, including but not limited to any claim arising under Md. Code, Court and Judicial Proceedings 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future changes of law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said changes results from legislative enactment or judicial pronouncement that either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's right or widower's rights, or to participate in any way the enjoyment or distribution of any of the real or personal property of which the other may be possessed at the time of his or her death, or any right to receive any legal share whatsoever, therein including the right to administer upon the estate of the one so dying.

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

each has been advised of his or her right to retain consult and pay separate counsel 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.

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

Evelyn Jean Deibel (SEAL)
EVELYN JEAN DEIBEL
William Paul Deibel (SEAL)
WILLIAM PAUL DEIBEL

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20 day of November, 1980, before me, the subscriber, a Notary Public aforesaid, personally appeared EVELYN JEAN DEIBEL, one of the parties to the foregoing 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 therein with respect to the voluntary and mutual separation of the parties is true and correct as therein stated.

AS WITNESS my hand and Notarial Seal.

Joseph Carroll
Notary Public/

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20 day of November, 1980 before me, the Subscriber, a Notary Public aforesaid, personally appeared WILLIAM PAUL DEIBEL, one of the parties to the foregoing 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 therein with respect to the voluntary and mutual separation of the parties is true and correct as therein stated.

AS WITNESS my hand and Notarial Seal.

Joseph Carroll
Notary Public

ADDENDUM TO SEPARATION AGREEMENT

This Addendum to Separation Agreement, made this 12th day of Dec., 1981, by and between EVELYN JEAN DEIBEL, hereinafter called "Wife," party of the first part, and WILLIAM PAUL DEIBEL, hereinafter called "Husband," party of the second part.

EXPLANATORY STATEMENT

The parties hereto having mutually and voluntarily separated on or about November 18, 1980 having agreed to live separate and apart during the rest of their natural lives with the intention of terminating their marriage and since that date having been living apart from each other did enter into a Separation Agreement on November 22, 1980 and hereby desire to amend certain portions of said Agreement.

Now Therefore, in consideration of the mutual promises, covenants and agreements herein contained, the said Husband and Wife do hereby agree with each other and for their respective heirs, personal representatives, and assigns, as follows:

1. The parties hereby agree to amend and therefore amend Paragraph Second of the original Separation Agreement to read as follows:

"The parties own, as tenants by the entireties, improved premises in Carroll County known as 441 Red Tulip Court, Tawneytown, Maryland (the "Home"). The Home is subject to the lien of a mortgage. Simultaneously with the execution of this Addendum Agreement, Husband shall convey to Wife, without consideration, all of his right, title, and interest in and to the Home, and shall execute any deed, deed of trust, assignment, or other documents which may be reasonably necessary for the conveyance of such right, title, and interest. Wife shall be solely responsible to pay the mortgage and all other expenses of the Home, including but not limited to, water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents and the cost of pest control, and all repairs and improvements. Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein, and shall indemnify Husband from any liability therefor. Wife shall hold the Home as her sole and exclusive property, free and clear of any interest of Husband. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband."

2. The parties hereto agree to amend and therefore amend Paragraph Fourth of the original Separation Agreement to read as follows:

"Husband shall pay unto Wife for the support and maintenance of the minor children of the parties, directly unto her and not through the Division of Parole and Probation of any Court, accounting from and with the first payment being due and payable on November 21, 1980 the sum of Forty Dollars (\$40.00) per week per child. Said payments shall cease and terminate upon the first to occur of any one of the following events as to each respective child:

- a. Arrival at age eighteen (18);
- b. Marriage;
- c. Becoming self-supporting;
- d. Or death of said child or Husband.

So long as Husband complies with the provisions of this Paragraph, he shall have the right to claim the children as his dependents on his income tax returns, and Wife agrees not to declare the children as her dependents on her income tax returns."

3. The parties hereby agree to amend and therefore amend Paragraph Seventh of the original Separation Agreement to read as follows:

"Husband hereby agrees that he shall continue to carry only the two (2) minor children on his medical and dental insurance policy as provided by his current employer. However, in the event that Husband's job or insurance benefits change to the extent that said minor children would no longer be covered for health and dental insurance and the wife's health insurance provides such coverage, it is agreed between the parties hereto that whichever health plan for the children's health and dental coverage is less expensive, the Husband's or the Wife's, that party shall provide health and dental insurance coverage for the children."

4. The parties hereby agree to amend and therefore amend Paragraph Tenth of the original Separation Agreement to read as follows:

"The parties hereto now jointly own a 1972 Volkswagon and a 1975 Dodge Truck. The Husband hereby agrees that he will assign all of his right, title, and interest in and to the 1972 Volkswagon to the Wife and that the Wife hereby agrees that she will assign all of her right, title and interest in and to the 1975 Dodge truck to the Husband. The parties shall execute such documents as may be necessary or proper for the issuance of new certificates of title and the Husband shall pay the costs of procuring same."

5. The parties hereby agree to amend and therefore amend Paragraph Twelfth of the original Separation Agreement to read as follows:

"It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Addendum Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent."

6. The parties hereby agree to amend and therefore amend Paragraph Thirteenth of the original Separation Agreement to read as follows:

"The parties hereto agree that each shall pay his or her own counsel fees incurred in connection with the preparation and execution of this Addendum Agreement and any subsequent divorce proceeding. In addition, the parties hereto agree that the Husband shall pay the Court costs in connection with the divorce proceedings initiated by either party, including any Master's fees."

Both parties recognize and agree that the original Separation Agreement remains in full force and effect with the exception of the modifications made herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Addendum, on the date first above written.

Witness

Evelyn Jean Deibel
EVELYN JEAN DEIBEL

Witness

William Paul Deibel
WILLIAM PAUL DEIBEL

STATE OF MARYLAND
COUNTY OF ^{Cecil} BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of Dec, 1981, before me, a Notary Public in and for the State and County aforesaid, personally appeared EVELYN JEAN DEIBEL, who made oath in due form of law that the matters and facts contained in the foregoing Addendum to Separation Agreement,

either as recitals or as agreements, are true and correct as therein stated; and She further acknowledged the foregoing Addendum to Separation Agreement to be her act.

AS WITNESS, my hand and Notarial Seal.



Barbara L. McGrath
Notary Public
My Commission Expires: 7/1/82

STATE OF MARYLAND
COUNTY OF Carroll BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of Dec, 1981, before me, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM PAUL DEIBEL, who made oath in due form of law that the matters and facts contained in the foregoing Addendum to Separation Agreement, either as recitals or as agreements, are true and correct as therein stated; and he further acknowledged the foregoing Addendum to Separation Agreement to be his act.

AS WITNESS, my hand and Notarial Seal.



Barbara L. McGrath
Notary Public
My Commission Expires: 7/1/82

MTW:mws
11/24/81

ALBERT EDWARD WHITESTONE, JR. :	No. 18254 Equity
Plaintiff :	in the
vs :	Circuit Court
ELLEN MAE WHITESTONE :	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 6th day of MAY, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Albert Edward Whitestone, Jr., be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Ellen Mae Whitestone; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Albert Edward Whitestone, Jr., be and he is hereby awarded the guardianship and custody of Kenneth Lee Whitestone, the minor child of the parties hereto, with the right unto the Defendant, Ellen Mae Whitestone, to visit said child 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 Marital Agreement dated September 10, 1980 and the Amendment thereto dated February 26, 1982, by and between the parties hereto 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.

[Signature]
Judge

filed May 7, 1982

THIS AGREEMENT, Made this 10th day of Sept., 1980, by and between ALBERT EDWARD WHITESTONE, JR., hereinafter called "Husband", party of the first part; and ELLEN MAE WHITESTONE, hereinafter called "Wife", party of the second part.

EXPLANATORY STATEMENT

The parties hereto were married by a religious ceremony on November 8, 1958, in Baltimore City, Maryland. Four Children born as a result of the said marriage, namely: ALBERT EDWARD WHITESTONE, III, born May 23, 1959; ROBERT FRANK WHITESTONE, born March 2, 1962; DORIS JEAN WHITESTONE, born July 29, 1963; and KENNETH LEE WHITESTONE, born November 13, 1964.

Commencing with the date of this Agreement, the parties mutually and voluntarily agree to live separate and apart in separate places of abode without any cohabitation with the intention of terminating their marriage. The parties deem it in their best interests to enter into this Agreement to amicably settle their respective property rights, duties and obligations and all other matters arising from their marital relationship.

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

1. Separation and Non-Molestation: Husband and Wife have mutually agreed to separate and voluntarily live separate and apart from one another without any cohabitation with the intention of terminating their marriage commencing with the date of

TT Ex # 1

this Agreement. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or rights 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 and her own respective way as fully and to the same extent as if they had never been joined in matrimony.

2. Mutual Release: Except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, relinquish, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action (including any rights or claims which may now or hereafter exist with respect to Subtitle 6-A, Title 3 of the Courts and Judicial Proceedings Article of the Laws of Maryland) which either may have 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 (including any rights or claims which may now or hereafter exist with respect to Subtitle 6-A, Title 3 of the Courts and Judicial Proceedings Article of the Laws of Maryland), title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any real or personal

estate of which the other may be possessed at the time of his or her death, or nay right to receive any legal right or interest whatsoever therein, including the right to adminster upon the estate of the one so dying.

3. Debts: The Husband and Wife mutually and respectively covenant and agree with each other that the Husband will pay the debts of the marriage as set forth in the Schedule attached hereto and made a part hereof.

The parties agree with each other that as of the date of this Agreement there are no outstanding creditors of the marriage with the exeception of the mortgage encumbering the family home; the Husband and Wife covenant and agree that he or she, as the case may be, will not at any time hereafter incur or contract any debt, obligation or liability for which the other party or his or her estate shall or may be or may become liable or answerable, and the Husband agrees to indemnify and save harmless the Wife and her estate, and the Wife agrees to indemnify and save harmless the Husband and his estate, from and against all debts or liabilities hereafter contracted or incurred by him, or her, as the case may be, and from all actions, proceedings, claims, demands, and expenses whatsoever with respect thereto.

4. Automobiles: The 1963 Mercury automobile now titled in the names of the Husband and Wife shall be transferred and re-titled in the name of the Husband for the benefit of the minor daughter of the parties, Doris Jean Whitestone, and is hereby declared to be the property of the said minor daughter.

The 1971 Ford truck now titled in the names of the Husband and Wife shall be transferred and re-titled in the name of the Husband for the benefit of the minor son, Kenneth Lee Whitestone, and is hereby declared to be the property of the said minor son.

5. Family Home: The parties own the real property and improvements known as No. 716 Springmill School Road, Westminster, Carroll County, Maryland 21157, which has been used as the principal residence of the parties during their marriage; the Wife has vacated the said family home and the Husband shall be allowed to remain in the family home and live in the premises with the minor children of the parties. This right and privilege will continue to the Husband notwithstanding any divorce that may be obtained by either party against the other, at which time the property will be held by the parties as tenants in common. The right and privilege of the Husband to remain in the family home and live on the premises shall continue until such time as the Husband remarries, or three years from the signing of this Agreement have lapsed. Neither party hereto will petition the proper Court for the sale of the said property without the joinder and consent of the other party. In consideration of the Husband's right to remain in the family home and live on the premises as set forth in this paragraph, the Husband specifically agrees that he will make the following payments in connection with the said family home, to wit: the mortgage payment to Union National Bank, all utility payments, insurance, and real estate taxes.

In the event that the Husband remarries or the Husband vacates the family home and no longer resides in the premises, or three years from the signing of this Agreement have lapsed, the provisions and restrictions provided for under this paragraph shall cease and terminate.

In the event of a sale of the family home either by the voluntary act and joinder of the parties, or by virtue of the terminations of the provisions of this paragraph, the Husband shall be entitled to reimbursement for all capital repairs and

improvements made to the property from the date of this Agreement.

6. Intangible Personal Property-Bank Accounts: The joint account of the parties at the Union National Bank shall be transferred to the Wife and become her sole and separate property.

7. Other Personal Property: The Wife has removed her personal belongings and effects from the marital residence.

All remaining furniture, furnishings, appliances, household articles and equipment situate on or near the marital residence of the parties hereto shall be and are hereby declared the absolute property of the Husband.

8. Alimony: A. The Wife hereby waives her claim to alimony, alimony pendente lite, maintenance and support in which she may now or hereafter be entitled.

B. The Husband hereby waives his claim to alimony, alimony pendente lite, maintenance and support in which he may now or hereafter be entitled.

9. Custody, Support and Visitation With Minor Children: The Husband shall have the care, custody and control of the two minor children of the parties, DORIS JEANN WHITESTONE and KENNETH LEE WHITESTONE. The Wife shall have the right and privilege to visit with the said minor children at reasonable intervals upon prior notice to the Husband. The Wife agrees to obtain the prior express permission of the Husband for overnight visitation or visitation out of the state of Maryland.

The Husband recognizes the modest financial position of the Wife as of the date of this Agreement, and therefore agrees to assume the entire obligation of support and maintenance for the aforesaid minor children, excusing the Wife from any contribution to support at this time; this is not to be construed as a waiver of the Husband's rights for a contribution by the Wife to the support of the said minor children at some future

date if the need arises, all subject to the jurisdiction of the proper Court until the said children shall become self-supporting, reach the age of eighteen (18) years, marry or die, whichever event shall first occur.

10. Medical Insurance: The Husband shall carry and keep in force the Equitable Life Assurance Society medical insurance policy, or its equivalent, for the benefit of the Wife and the minor children; the Husband's responsibility to the Wife shall be the furnishing of the said policy, and the Wife shall pay any deductible and any monetary difference between the cost of the treatment and the medical coverage. The terminal date of the Husband's obligation under this paragraph shall be the date of absolute divorce as to the Wife, and as provided for in the foregoing Paragraph No. 9 as to the children.

11. Tax Matters: The parties agree to execute and file joint Federal and State of Maryland Income Tax returns for the year 1980 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, provided that such filing results in a lesser combined tax than would result from separate filing.

The tax refund from the Comptroller of the Treasury, State of Maryland, in the amount of One Hundred Eight-nine Dollars and Seventy-eight Cents (\$189.78) is hereby declared to be the property of the Husband.

12. Counsel Fees and Court Costs: Each party shall bear the costs of his or her own attorney in the negotiation and preparation of this Agreement and any divorce action subsequently filed by either party. Master's fees and court costs incurred in the said proceedings shall be borne by the party maintaining said action.

13. Further Assurances: The parties hereto do hereby agree that they will, at any time in the future, upon request of the other, perform such acts and join in or execute, acknowledge and deliver such further and other documents, instruments, and assurances thereof as may be necessary or expedient to carry out the purposes and intent of this Agreement or any of the provisions hereof.

14. Incorporation of Agreement in Decree: 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 hereof. It is further agreed that regardless of whether this Agreement or any part hereof is incorporated in any such Decree, the same shall not be merged in said Decree, but the Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

15. Integration Clause: 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 set forth herein.

16. Independent Counsel: Each of the parties has been fully informed as to the financial and other circumstances of the other. The parties have each had an opportunity to obtain 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.

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

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

Witness:

William C. Hagg

Albert Edward Whitestone (SEAL)
Albert Edward Whitestone, Jr.

Ellen Mae Whitestone (SEAL)
Ellen Mae Whitestone

STATE OF MARYLAND,

COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 10th day of September 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ALBERT EDWARD WHITESTONE, JR., who made oath in due form of law that the matters and facts set forth in the foregoing Agreement are true and who acknowledged the said Agreement to be his act and deed.

As Witness my hand and Notarial Seal.



Sandra Blake
NOTARY PUBLIC

My Commission Expires:

July 1, 1982

STATE OF MARYLAND,

COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 10th day of Sept 1980, before me, the subscriber, a Notary Public of the State of

LIBER 18 PAGE 161

Maryland, in and for the County aforesaid, personally appeared ELLEN MAE WHITESTONE, who made oath in due form of law that the matters and facts set forth in the foregoing Agreement are true and who acknowledged the said Agreement to be her act and deed.

As Witness my hand and Notarial Seal.


NOTARY PUBLIC

My Commission Expires:

7/1/82

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ODD PAGES

LIBER 18 PAGE 162

SCHEDULE

Montgomery Ward	\$705.69
Western Motors	206.63
NAC	850.23
Vermont Federal	205.15
Miscellaneous doctors' expenses	77.50

EVEN PAGES

AMENDMENT TO
VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AMENDMENT, made this 26th day of February 1982, by and between ALBERT EDWARD WHITESTONE, JR. and ELLEN MAE WHITESTONE, wife, to Agreement between them dated September 10, 1980:

W I T N E S S E T H:

WHEREAS, the parties have heretofore agreed to cancel and annul paragraph 5. entitled Family Home of the Agreement dated September 10, 1980 and to substitute therefor the terms and conditions as hereinafter set forth.

NOW, THEREFORE THIS AGREEMENT WITNESSETH: That for and in consideration of the cancellation of the obligations of the parties, each to the other, as set forth in paragraph 5. Family Home, of said Agreement and the promises and undertakings of the parties, each to the other, as hereinafter set forth, the parties agree as follows:

1. That ELLEN MAE WHITESTONE will convey to ALBERT EDWARD WHITESTONE, JR. the land and improvements known as 716 Springmill School Road, Westminster, Maryland 21157, presently owned by the parties as tenants by the entireties for which Albert Edward Whitestone, Jr. shall pay to Ellen Mae Whitestone the sum of Eight Thousand Dollars (\$8,000.00) and will assume sole responsibility for the payment of the loan to the parties from Union National Bank of Westminster, Maryland secured by a mortgage on said property.

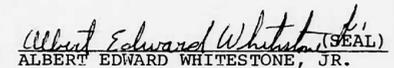
2. The parties agree that the paragraph entitled "5. Family Home" of the Agreement between them dated September 10, 1980, is hereby cancelled and annulled and the foregoing terms and conditions are hereby substituted therefor.

TT ExH 2

3. That the other terms and conditions of the Agreement between the parties dated September 10, 1980 shall not be affected by this Amendment.

WITNESS the hands and seals of the parties hereto this 26th day of February, 1982.

WITNESS:

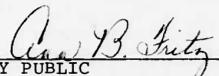
  (SEAL)
ALBERT EDWARD WHITESTONE, JR.

  (SEAL)
ELLEN MAE WHITESTONE

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY, that on this 26th day of February 1982, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared ALBERT EDWARD WHITESTONE, JR., and acknowledged that he executed the foregoing Instrument for the purposes therein recited and contained.

WITNESS my hand and Notarial Seal.
 NOTARY PUBLIC
ANN B. FRITZ

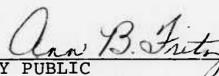

NOTARY PUBLIC

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY, that on this 26th day of February 1982, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared ELLEN MAE WHITESTONE, and acknowledged that she executed the foregoing Instrument for the purposes therein recited and contained.

WITNESS my hand and Notarial Seal.

 NOTARY PUBLIC
ANN B. FRITZ


NOTARY PUBLIC

PATRICK E. BRIGHAM * NO. 18015 EQUITY
 Plaintiff * IN THE
 vs * CIRCUIT COURT
 JOANN BRIGHAM * 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.

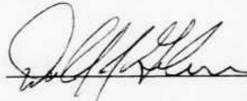
WHEREUPON IT IS ORDERED this ^{6th} day of ^{APR} ~~APR~~, 1982, that the Plaintiff, PATRICK E. BRIGHAM, be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, JoANN BRIGHAM; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the infant child of the parties, SHAWN PATRICK BRIGHAM (born June 14, 1972) be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED AND DECREED that the Plaintiff pay unto the Defendant child support and alimony in accordance with the agreement of the parties, subject to the further order of this Court; and

It is further ADJUDGED, ORDERED AND DECREED that all pertinent parts of the Separation Agreement between the parties dated March 24, 1982 and filed in this cause be and the same is hereby 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

filed May 7, 1982

VOLUNTARY SEPARATION
 AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this ²⁴ day of ^{March}, 1982, by and between JOANN BRIGHAM, hereinafter called the "Wife", party of the first part, and PATRICK E. BRIGHAM, hereinafter called the "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a Civil Ceremony on February 7, 1969, in Ellicott City, Maryland. One child was born to the parties as a result of this marriage, namely, SHAWN PATRICK BRIGHAM, born June 14, 1972.

On September 6, 1980, the parties mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation with the intention of terminating their marriage, and they have continued to do so. The parties deem it in their best interests to enter into this Agreement to formalize their voluntary separation, to settle their property rights, the custody and support of their child, 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:

FIRST: The parties agree to separate, and from the date of September 6, 1980, voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage. Neither of the parties

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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.

SECOND: The parties own as tenants by the entireties the property 3338 Oak Street, Manchester, Maryland 21102, which is now being occupied by the wife and minor child of the parties. The Husband agrees that he will convey his interest in the property to his Wife. Wife agrees that she will be responsible for the payment of the mortgage to Mercantile Mortgage Corporation and will hold the Husband harmless in the event of a default of said payment. Wife also agrees to be responsible for all repairs and maintenance to said property.

THIRD: Wife shall have the care and custody of the minor child of the parties with the right and privilege unto Husband to visit with and have said children with him at all reasonable times, it being the intention of the parties that Husband shall have full and liberal rights of visitation so that as close a relationship as possible shall be maintained between him and the children. Wife shall cooperate to the fullest extent possible to effectuate this intent. Provided, however, that exercise of the visitation privileges by Husband shall not conflict nor interfere with the school schedule of the child, nor with bona fide plans previously made for their activities, and all such visitation, shall be exercised with due regard for the health and general welfare of said child. The Husband shall provide the Wife with prior notice of his intention to exercise any and all visitation privileges.

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FOURTH: Husband shall pay unto Wife for the support and maintenance of the minor child of the parties, directly unto her and not through the Division of Parole and Probation of any Court, accounting from and with the first payment being due and payable on APRIL 1, 1982, the sum of \$100.00 per week. Said payments with respect to the child shall cease and terminate upon the first to occur of any one of the following events as to any such child: (a) arrival at age 18; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

FIFTH: The parties hereto agree that they have divided equally the balances existing as of the date of this Agreement in all of their bank accounts.

SIXTH: The Husband hereby agrees that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all furniture, household goods and furnishings acquired during the marriage and located in or about the marital home at 3338 Oak Street, Manchester, Maryland.

SEVENTH: Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situate, which are owned now or held by him or her with the exception of certain books, tools, and clothing of the Husband which are still in the possession of the Wife and with full power to him or her to dispose of same as fully and effectually in all respects and for all purposes as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

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EIGHTH: The Wife hereby further agrees that the Husband shall own, have and enjoy, independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other personal property belonging to the Husband and now in his possession, custody or control.

NINTH: The Husband hereby agrees that the Wife shall own, have and enjoy, independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property belonging to the Wife and now in her possession, custody or control.

TENTH: The Husband hereby transfers and assigns unto the Wife all of his right, title and interest in and to the 1978 Chevrolet Nova which is presently titled in Wife's name alone. The 1978 Chevrolet Nova is presently subject to a lien arising out of a loan for its purchase executed by the Husband and Wife, and in favor of Maryland National Bank. The Husband shall assume and pay in accordance with its terms, the loan on the 1978 Chevrolet Nova and he shall indemnify and hold the Wife harmless from any and all liability in connection with said loan. The Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to the 1973 Volkswagen which is presently titled in the Husband's name alone.

ELEVENTH: The Husband agrees to pay the outstanding VISA bill incurred by the parties up to the date of this Agreement, according to its terms.

Each party shall assume all the responsibility for debts contracted by himself or herself, except as provided for in this Agreement, up to and including the date of this Agreement, and each shall hold and save the other harmless from any and all

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liability therefor. From and after the date of this Agreement, the Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

TWELFTH: The parties agree to file a joint Federal and State Income Tax Return for the year 1981 and to divide equally between the parties any refunds received as a result of filing of these returns.

THIRTEENTH: The parties agree that the Husband shall pay unto the wife as alimony the following sums of money:

A. One Thousand Dollars (\$1,000.00) upon the signing of this Agreement.

B. Two Hundred Dollars (\$200.00) per month beginning with the first full month after the signing of this Agreement and ending two years after the first payment has been paid.

The wife agrees that she will accept these payments in satisfaction of any claims she has for alimony and that upon the final payment set forth above, she relinquishes any and all future claims that she may have for alimony.

FOURTEENTH: The parties hereto agree that each party shall pay the cost of his or her own attorney's fees incurred with respect to a separation, and that each party shall pay the cost of his or her own attorney's fees incurred with respect to obtaining of a Decree of Divorce A Vinculo Matrimonii. Furthermore, each party hereto releases the other from any other or further counsel fees for her or him or on his or her behalf in connection with any matter or thing whatsoever.

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FIFTEENTH: The parties hereto agree that each party shall be responsible for his or her own court costs including the fee of an Examiner-Master incurred in any proceeding for Divorce A Vinculo Matrimonii instituted by either of the parties.

SIXTEENTH: Said parties hereto and each of them will upon request execute such further and other assurances and instrument 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 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, abrogations, or annulment, shall only take place after 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 the reconciliation or otherwise by any Court shall not affect the remaining terms and provisions hereof.

SEVENTEENTH: The Husband agrees to maintain his present medical insurance coverage on his Wife and the minor child of the parties until a final Decree of Divorce and then on the minor child of the parties until the terminal events provided in paragraph FOURTH of this Agreement.

EIGHTEENTH: With the approval of any Court of competent jurisdiction in which any proceedings for an absolute divorce may be instituted this Agreement shall be incorporated in any decree of absolute Divorce A Vinculo Matrimonii which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provisions thereof is said

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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 hereof.

NINETEENTH: 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 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, whether arising out of marriage or otherwise, including but not limited to any claim arising under MD. Code, Courts and Judicial Proceedings 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property be virtue of any future change of law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement that either of said parties may own or 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, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way 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

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right or interest whatsoever, therein, including the right to administer upon the estate of one so dying.

TWENTIETH: The parties hereto declare that they fully understand all the terms and provisions of this Agreement; and that each has been advised of his respective legal rights and liabilities and that each has been advised of his or her right to retain, consult and pay separate counsel 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.

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

WITNESS:

Jan Rice _____ Joann Brigham (SEAL)
JOANN BRIGHAM

David H. Orandle _____ Patrick E. Brigham (SEAL)
PATRICK E. BRIGHAM

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State of Maryland, ^{City} ~~County~~ of Baltimore, to wit:

I HEREBY CERTIFY that on this 24th day of March, 1982, before me, the subscriber, a Notary Public as of the County and State aforesaid, personally appeared, JOANN BRIGHAM, one of the parties to the foregoing 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 therein with respect to the voluntary and mutual separation of the parties is true and correct.

AS WITNESS my hand and Notarial Seal.



Carol J. Coleman
NOTARY PUBLIC
My Commission Expires: 7/1/82

State of Maryland, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 21st day of January, 1982, before me, the subscriber, a Notary Public as of the County and State aforesaid, personally appeared, PATRICK E. BRIGHAM, one of the parties to the foregoing 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 therein with respect to the voluntary and mutual separation of the parties is true and correct.

AS WITNESS my hand and Notarial Seal.

Margaret Hobbs
NOTARY PUBLIC
My Commission Expires: 1-1-82

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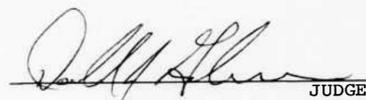
GREGORY B. PATTON * NO. 17553 EQUITY
 Plaintiff * IN THE
 vs * CIRCUIT COURT
 DEBORAH SUZANNE SWAN PATTON * FOR
 Defendant * CARROLL COUNTY

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 ^{6TH} day of ~~April~~ ^{MAY}, 1982, that the Plaintiff, GREGORY B. PATTON, be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, DEBORAH SUZANNE SWAN PATTON; and

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


 JUDGE

MAY 7 9 30 AM '82
 CLK
 JLB

LINDA ANNE STULTZ * NO. 18138 EQUITY
 Plaintiff * IN THE
 vs * CIRCUIT COURT
 WILBUR LEROY STULTZ * 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 ^{6TH} day of ~~April~~ ^{MAY}, 1982, that the Plaintiff, LINDA ANNE STULTZ, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, WILBUR LEROY STULTZ; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the infant child of the parties, LISA ANNE STULTZ (born July 12, 1976) 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 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 infant 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 and the Amendment thereto both dated February 2, 1981 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

filed May 7, 1982

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



JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 20th day of January, 1981, by and between LINDA ANNE STULTZ, hereinafter referred to as "Wife", party of the first part, and WILBUR LEROY STULTZ, hereinafter referred to as "Husband", party of the second part.

WHEREAS the parties were married by a religious ceremony on January 24, 1976, in Sandymount, Maryland, and that as a result of said marriage one child was born, namely, LISA ANNE STULTZ, born July 12, 1976.

As of November 7, 1980, the parties mutually agreed voluntarily to live separate and apart in separate places of abode without any cohabitation, it being their intention to terminate the marriage relationship. 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 their voluntary separation, to settle their respective property rights, the right of the parties to support, maintenance and counsel fees and all other matters growing out of their marital relationship.

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 being hereby expressly reserved.

2. The parties did mutually and voluntarily agree to separate on November 7, 1980, and have lived separate and apart in separate places of abode without any cohabitation.

3. Neither of the parties shall interfere with nor molest the other nor endeavor in any way to exercise any marital

CLERKS NOTATION

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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.

4. It is the intention of the parties that a reconciliation, either temporary or permanent, shall in no way effect the provisions of this Agreement having to do with the settlement and disposition of their property rights in their respective realty and personalty, unless a new Agreement is entered into in writing mutually revoking and rescinding this Agreement and entering into a new one.

5. The Husband hereby agrees that the Wife shall have the care, custody and control of the minor child of the parties, LISA ANNE STULTZ, with the right reserved to the Husband of reasonable visitation, provided that the Husband shall not interfere with the health, welfare, school and routine of said child.

6. The Husband covenants and agrees to pay to the Wife directly, the sum of Twenty-five Dollars (\$25.00) per week, for the support and maintenance of the minor child of the parties. Said obligation shall continue until the first to occur of any one of the following events:

- (a) arrival at age eighteen;
- (b) marriage;
- (c) becoming self-supporting;
- (d) death of husband or child.

7. The Wife waives and relinquishes any right or entitlement to temporary or permanent alimony whether past, present or future.

8. The Husband waives and relinquishes any right or entitlement to temporary or permanent alimony whether past, present or future.

CLERKS NOTATION

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-2-

9. The Husband shall maintain for the benefit of Wife and the minor child a policy of health insurance with Blue Cross/Blue Shield and major medical insurance or its equivalent, until such time as the parties receive a divorce A Vinculo Matrimonii by a court of competent jurisdiction. The Husband agrees to thereafter continue said health insurance coverage for the benefit of the minor child. The parties agree to share equally all ordinary medical and dental expenses for the child not otherwise covered by Husband's health insurance coverage.

10. All household furniture, equipment, ornaments, linens, and other household chattels which are presently located at 406 Clover Court shall become the property of the Wife and neither shall make a claim on the other as to household furnishings that they each now possess.

11. The Wife hereby transfers and assigns to the Husband all of her right, title and interest in and to the 1975 Mercury presently titled in the names of both the parties, and she shall execute such documents which may be necessary or proper for the issuance of a new certificate of title in his name only. Such transfer shall occur within thirty (30) days of the date of this agreement. Husband covenants and agrees to pay the remaining car payments due on the 1975 Mercury to Beneficial Finance Company, and shall hold harmless and indemnify the Wife against any and all liability in connection with said automobile.

12. The Husband hereby transfers and assigns to the Wife all of his right, title and interest in and to the 1969 Postal Jeep presently titled in the name of the Husband and he shall execute such documents which may be necessary or proper for the issuance of a new certificate of title in her name only. Such transfer shall occur within thirty (30) days of the date of this agreement.

13. The parties own as tenants by the entireties the property known as 406 Clover Street, Taneytown, Maryland, subject

CLERKS NOTATION

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-3-

to the lien of a mortgage held by Farmers Home. The property is presently being used by the Wife as her principal residence. The Husband agrees that the Wife may continue to reside in the house for as long a period of time as she, at her option, may choose, from the date of this agreement, subject to the following provisions:

(a) The Wife shall assume and pay in accordance with its terms, the existing mortgage on the aforesaid home and she shall indemnify and hold harmless the Husband from any and all liability in connection with said mortgage.

(b) The Husband hereby agrees to transfer to the Wife all of his right, title and interest in and to the said property within thirty (30) days of the execution of this Agreement, upon the Wife executing a non-interest promissory note in the amount of Four Thousand, Five Hundred Dollars (\$4,500.00). Said note to be paid to the Husband as follows:

Payable at the rate of \$75.00 per month for the first 24 months and commencing with the 25th month, the Wife will pay to the Husband the sum of \$100.00 per month until the entire balance of \$4,500.00 is paid in full.

(c) Said note shall be executed at the same time of the execution of the Deed from Husband to Wife.

14. The parties agree that there are certain outstanding bills and debts incurred by the parties, either jointly or individually, prior to the date of separation of November 7, 1980. A list of the outstanding bills and debts are attached as Exhibit A. From the date of separation, November 7, 1980, neither party shall pledge the credit of the other nor incur any debt or obligation which may be chargeable to the other with the exception of such items as Husband and Wife are obligated to pay.

15. The parties hereto agree that no further debts will be contracted in the name of the other party, and to hold the other harmless in the event of a breach of this paragraph. The

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The parties further agree that neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter make, and shall neither hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

16. Each party hereby waives and releases to the other party any and all claims, demands, debts, rights or causes of action that he or she may have against the other by reason of any matter, cause or thing whatsoever from the date of the marriage to the date of this Agreement, except as otherwise provided herein.

17. The parties hereto agree that each shall at any time and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purposes of giving full force and effect to the provisions of this Agreement.

18. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

19. The provisions of this Agreement are not subject to modification by any Court, pursuant to Article 16, Section 28, of the Annotated Code of Maryland.

20. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

21. Each party hereby waives, releases and relinquishes unto the other all rights or claims of dower, curtesy, descent,

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inheritance, distributions and all other rights or claims growing out of said marriage between them and each shall be forever barred from any and all rights in the estate of the other, whether real, personal or mixed and whether now or hereafter acquired, and each will, upon request of his or her spouse execute a good and sufficient release of dower or curtesy to the other spouse, her or his heirs or assigns, or personal representatives or will join upon request, with the spouse or her or his assigns in executing any deed or deeds to any real property now or hereafter acquired or owned by the other spouse, all at the expense of the spouse so requesting.

22. 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 provisions 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 and carry out all of the provisions thereof.

23. This Agreement shall be subject to and governed by the laws of the State of Maryland, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

24. Each party hereto declares that she or he has read the foregoing Separation Agreement and Property Settlement Agreement, and that he or she has had the right to independent legal advice by counsel of his or her selection, that each fully understands the facts and has been fully informed of his or her rights and liabilities, and that after such advice and knowledge, each believes the Agreement to be fair, just and

-6-

CLERKS NOTATION
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reasonable, and that each signs the Agreement freely and voluntarily.

25. The parties may by mutual agreement execute and file joint Federal and State income tax returns for any year during which they shall be Husband and Wife and entitled under the applicable laws and regulations to file a joint return. Each party shall pay their proportionate part of the tax due that shall be attributable to his or her respective taxable 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. As to the tax returns for the year 1980, the parties hereby agree to equally divide the tax refund resulting from over-payment of taxes. The parties hereby agree that the Wife shall be entitled to claim as a deduction all interest and taxes paid by her on the house.

IN WITNESS WHEREOF, the parties have hereto set their hands and affixed their seals the day and year first hereinabove written.

WITNESS:

[Signature]

[Signature] (SEAL)
LINDA ANNE STULTZ

[Signature]

[Signature] (SEAL)
WILBUR LEROY STULTZ

STATE OF MARYLAND

COUNTY OF *[Signature]* to wit:

I HEREBY CERTIFY that on this 2nd day of February, 1981, before me, a Notary Public in and for the State and County aforesaid, personally appeared LINDA ANNE STULTZ, who made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary and mutual separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

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[Signature]
NOTARY PUBLIC

My commission expires: 7/1/82

STATE OF MARYLAND

COUNTY OF Harford to wit:

I HEREBY CERTIFY that on this 2nd day of February, 1977, before me, a Notary Public in and for the State and County aforesaid, personally appeared WILBUR LEROY STULTZ, who made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary and mutual separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.



Wilbur L. Stultz
NOTARY PUBLIC

My commission expires: 7/1/82

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-8-

EXHIBIT A

Husband shall hold harmless and indemnify Wife against any and all liability in connection with the following bills and debts as were incurred prior to the date of separation for which he is under the provisions of this Agreement or otherwise obligated to pay:

Household Finance Company	\$1,898.00
Beneficial Finance Company	3,264.00
Montgomery Wards	920.00
Commercial Credit	1,300.00

Wife shall hold harmless and indemnify Husband against any and all liability in connection with the following bills and debts as were incurred prior to the date of separation for which she is under the provisions of this Agreement or otherwise obligated to pay:

Goodyear	\$300.00
Hess's	284.00
Master Charge	1100.00
VISA	1500.00
Sears	200.00
Penney's	500.00
Electroux	185.00

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THIS ADDENDUM, made this Two day of FEBRUARY 1981, by and between LINDA ANNE STULTZ, hereinafter referred to as "Wife", and WILBUR LEROY STULTZ, hereinafter referred to as "Husband."

WHEREAS, the parties have entered into a Voluntary Separation and Property Settlement Agreement of even date and contemporaneously therewith, the terms and conditions of which are hereby incorporated by reference, except as hereinafter provided.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the reasons cited above and the mutual promises and covenants of the parties hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby respectively acknowledged by the parties, Husband and Wife agree as follows:

1. That the Voluntary Separation and Property Settlement Agreement above-described be and the same is hereby amended as follows:

Paragraph No. 6: That for so long as Wife shall be indebted to Husband under the non-interest promissory note under Paragraph 13(b) of said agreement, Wife shall not instigate or cause to be filed a modification petition for the child support herein provided, it being understood that Husband's waiver of interest at the prevailing rate is in lieu of any claim the custodial parent may have for modification. In the event Wife violates the terms of this provision, Husband shall be entitled to interest upon said note from the date hereof at the rate of Twelve Percent (12%) per annum.

In addition to the events which relieve the Husband or Wife, as the case may be, from his or her obligation to contribute to

Page 1 of 4 pages

CLERKS NOTATION

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the support of the minor child, there shall be included the child's enlistment in the regular armed forces and any other act which relieves the parents from his or her lawful obligation to contribute to the support of the child.

Paragraph No. 13(b): For and in consideration of the sum of Four Thousand Five Hundred Dollars (\$4,500.00), Husband shall convey, by good and sufficient deed of conveyance all his right, title, claim and interest in and to the real property hereinbefore described, and he shall execute and deliver all other instruments which may be reasonably necessary for said conveyance. Wife shall take the property, subject to, all liens and encumbrances thereon and she shall assume sole responsibility for all mortgage payments, taxes, insurance and all expenses to the real property accounting from November 7, 1980, and she shall indemnify Husband and keep him harmless from all liability thereon.

The purchase price shall be evidenced by the execution and delivery of a confessed judgment promissory note in the amount of Four Thousand Five Hundred Dollars (\$4,500.00) from Wife to Husband. Said note shall be executed at the same time of the execution of the Deed from Husband to Wife. Subject to the provisions of Paragraph No. 6, the purchase price shall be repayable without interest in monthly installment payments of Seventy-five Dollars (\$75.00) each month, beginning for the same contemporaneously with the execution of these presents and a like amount each month thereafter for a period of twenty-four (24) months. The remaining balance shall then be paid in monthly installment payments of One Hundred Dollars (\$100.00) each month until the unpaid balance shall be fully paid. In the event of any default in any installment payment not cured within twenty (20) days after the due date, or if the real property is sold, the then remaining balance shall be due and payable without notice or demand.

Page 2 of 4 pages

CLERKS NOTATION

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ROBIN DALE (CROUT) SHIPLEY : No. 15360 Equity
 Plaintiff and Cross-Defendant : in the
 vs : Circuit Court
 KENNETH LEE SHIPLEY : for
 Defendant and Cross-Plaintiff : Carroll County

DECREE

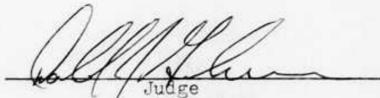
This cause standing ready for hearing and being submitted by the Cross-Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 6th day of MAY, Nineteen Hundred and Eighty-two, that the above-named Cross-Plaintiff, Kenneth Lee Shipley, be and he is hereby divorced "A VINCULO MATRIMONII" from the Cross-Defendant, Robin Dale (Crout) Shipley; and

It is further ADJUDGED, ORDERED and DECREED that the Cross-Defendant, Robin Dale (Crout) Shipley, be and she is hereby awarded the guardianship and custody of Brian Lee Shipley and Angela Lynn Shipley, the minor children of the parties hereto, with the right unto the Cross-Plaintiff, Kenneth Lee Shipley, 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, Kenneth Lee Shipley, pay unto the Cross-Defendant, Robin Dale (Crout) Shipley, through the Bureau of Support Enforcement, Carroll County Department of Social Services, 95 Carroll Street, Westminster, Maryland, 21157, the sum of \$35.00 per week per child, for a total of \$70.00 per week, plus a service charge of 25¢ per payment, 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 Cross-Plaintiff pay the costs of this proceeding.


 Judge

Filed May 7, 1982

CHRISTINE ADAMOW MURRAY, * IN THE
 Plaintiff * CIRCUIT COURT
 v. * FOR
 CHRISTOPHER THOMAS MURRAY, * CARROLL COUNTY
 Defendant * Case No.: 18329
 * Docket: 32
 * Folio: 315

* * * * *

DECREE OF DIVORCE

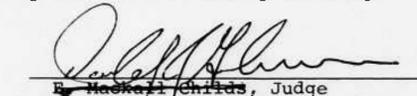
This cause having come before this Court on a Motion for Summary Judgment, pursuant to Rules S74 and 610 of the Maryland Rules of Procedure, and the Court having reviewed and considered all materials filed in this proceeding, including the Bill of Complaint for Divorce A Vinculo Matrimonii, the Motion for Summary Judgment, and various Affidavits filed in Support of the Motion for Summary Judgment,

IT IS this 10th day of May, 1982, by the Circuit Court for Carroll County

ADJUSTED, ORDERED, and DECREED that the said Christine A. Murray, the above-named Plaintiff be and she is hereby divorced A Vinculo Matrimonii from the Defendant, Christopher T. Murray, grounded upon the mutual and voluntary separation of the parties for in excess of one year; and it is further

ORDERED the terms and conditions set forth by the parties in the Marital Settlement Agreement as amended by the Amendment to Marital Settlement Agreement be and hereby are incorporated herein by reference and become a part of this Court's Order; it is further

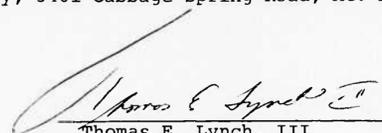
ADJUDGED, ORDERED and DECREED that the Plaintiff and the Defendant shall share equally the costs of this proceeding.


 Donald J. Gilmore, Judge
 Circuit Court for Carroll County
 DONALD J. GILMORE

Filed May 10, 1982

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of May, 1982, I mailed, postage prepaid, a copy of the foregoing Decree of Divorce to Christopher T. Murray, 5401 Cabbage Spring Road, Mt. Airy, Maryland 21721.


Thomas E. Lynch, III

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 27th day of March, 1980, by and between CHRISTOPHER THOMAS MURRAY, hereinafter referred to as "Husband", and CHRISTINE ADAMOW MURRAY, hereinafter referred to as "Wife".

EXPLANATORY STATEMENT

The parties were married in a religious ceremony on December 30, 1972, in Norristown, Pennsylvania. No children were born to them as a result of the marriage.

On April 8, 1980, the parties have mutually agreed to voluntarily separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they intend to continue to do so. The parties deem it in their best interests to enter into this Agreement to settle their respective property, personal and marital rights, including their rights to support, maintenance and counsel fees and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the mutual promises and 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. PARTIES TO LIVE APART. After April 8, 1980, the parties shall continue voluntarily and mutually to live separate and apart forever at such place or places and with such person or persons as each shall from time to time deem fit and/or proper and each may conduct, carry on, or engage in any employment, business, or trade which to him or her shall seem advisable, and each party shall hereafter be entirely free from any marital control or authority of the other party as if each were sole and unmarried. Neither shall in any way molest, disturb, or

EXHIBIT 1

trouble the other, nor interfere with the peace and comfort of the other, nor compel nor seek to compel the other to associate, cohabit, or deal with him or her, nor bring any action for the restoration of conjugal rights, nor sue nor molest any other person or persons whomsoever for receiving, harboring, or entertaining him or her, but that each party reserves his or her right to sue for and obtain a divorce, annulment, or judicial separation based upon proper legal grounds occurring prior to or subsequent to the execution of this agreement.

2. FAMILY HOME. The Husband shall have the right to use and occupy the family home at 5401 Cabbage Spring Road until it is sold as hereinafter provided.

The family home shall be offered for sale on April 30, 1980, at a price of One Hundred Twenty Thousand (\$120,000.00) Dollars. The sale price shall be no less than One Hundred Sixteen Thousand (\$116,000.00) Dollars. If no agreement of sale has been executed on or before June 30, 1980, it shall be listed with a realtor to be mutually agreed upon by the parties.

Pending the sale of the family home, the parties will continue to maintain their joint checking account in the South Berkeley National Bank for purposes of making payments of principal and interest on their home mortgage and for the payment of utility bills with respect to the family home. On or about the first day of each month, commencing May 1, 1980, Husband shall pay into said account the sum of Five Hundred Twenty-Five (\$525.00) Dollars, and Wife shall pay into said account the sum of Two Hundred Twenty-Five (\$225.00) Dollars. Husband shall be responsible for the payment of the home mortgage and utilities with respect to the family home. The funds deposited in said account by Wife shall be used to pay interest and taxes on the home mortgage. The funds deposited

Handwritten initials

by the Husband in said account shall be used to pay the remaining principal, interest and taxes due on the home mortgage, together with any utility bills due and owing.

Pending the transfer of possession of the family home to the purchasers thereof, the cost of any repairs required with respect to the family home shall be divided equally by the parties.

The net proceeds derived from a sale of the premises, after payment of all settlement costs attributable to the sale, shall be divided equally, provided, however, that the first Twelve Thousand (\$12,000.00) Dollars shall be paid to the parents of Husband and Wife in repayment of debts now due and owing to them.

3. FURNITURE AND HOUSEHOLD GOODS. The parties have agreed upon a division of furniture and household goods as set forth in the attached Schedule A.

4. AUTOMOBILES. On or before August 31, 1980, Husband shall transfer title to the 1978 Honda Accord to Wife, together with a cash payment of One Thousand Five Hundred (\$1,500.00) Dollars. Husband shall retain title to the 1979 Honda Prelude. Pending such transfers, the present automobile insurance will be continued. Following said transfer, each party shall be responsible for maintaining their own automobile insurance.

5. MEDICAL AND DENTAL EXPENSES. Wife shall continue as a beneficiary under Husband's current medical plan until the entry of a divorce judgment between the parties, or until Wife obtains additional employment and wishes to provide coverage under a separate plan, whichever occurs first.

6. ALIMONY AND SUPPORT. It is expressly understood that the provisions of this agreement with respect to the alimony and support of Husband and Wife are not subject to any court modification. Husband and Wife expressly waive

all claims for temporary or permanent alimony, past, present, or future.

7. MEDIATION. The parties agree that in the event there is any dispute regarding the interpretation of this agreement, such disagreement shall be mediated through the facility of a qualified mediator before any such dispute is submitted to a court for resolution. The cost of such medication shall be borne equally by the parties.

8. DEBTS AND OBLIGATIONS. 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.

9. INCORPORATION OF THIS AGREEMENT IN COURT ORDER. It is mutually agreed that the terms of this agreement may, at the request of either party, be submitted to any court for approval, and if approved, may be incorporated in any judgment or decree rendered by any court having jurisdiction of annulment, divorce, or other matrimonial proceedings between the parties. Both parties agree, however, that the court granting such decree, or any court of competent jurisdiction hereafter granting a decree of divorce or annulment between the parties may, at the request of either party, insert in such decree a reservation of jurisdiction for the purposes of compelling either party to perform this agreement or any part hereof on his or her part to be performed. No such decree of judgment, however, shall affect the terms of this agreement; and this agreement shall survive any such judgment or decree and may be enforced in any court of competent jurisdiction.

10. GENERAL RELEASE. Except as herein to the contrary provided, the Husband and Wife shall and do hereby mutually

remise, release, and forever discharge the other party of and from any and all claims, actions, suits, demands, and obligations whatsoever, both in law and equity, which either of them ever had, now has, or may hereafter have against the other upon or by reason of any matter, cause or thing up to the date of the execution of this agreement, it being the intention of the parties that henceforth there shall be, as between them, only such rights and obligations as are specifically provided in this agreement.

11. COUNSEL FEES. The parties agree that all attorney fees and/or costs associated with the drafting of this agreement or with the obtaining of an entry of a judgment of divorce shall be shared equally.

12. RELEASE OF DOWER. The parties expressly waive, release and bar themselves of (1) all rights of dower or courtesy in and to any and all real property that the other heretofore owned, now owns, or may hereafter own and acquire, (2) any and every right, statutory or otherwise, to take, claim, demand or receive, as surviving spouse, any share or part of the estate of the other whether real, personal or mixed, (3) any and every right, statutory or otherwise, to act as personal or legal representative of the other's estate (it being the intention of the parties that their respective estates shall be administered and distributed in all respects as though no marriage had ever been solemnized between them). The parties expressly agree to execute, acknowledge and deliver good and sufficient releases and assurances, hereof to the other, his or her heirs, personal representatives or assigns may designate, and to join, upon request with the other, or with his or her heirs and assigns, in executing, acknowledging and delivering any renunciations, releases, and other instruments necessary to carry out the purpose and intent hereof.

13. SUPPLEMENTAL INSTRUCTIONS. Each party agrees to execute such other instruments or documents as may from time to time be necessary or convenient to effectuate the provisions of this Agreement.

14. INTERPRETATION. This Agreement shall be construed under in accordance with the laws of the State of Maryland.

15. ACKNOWLEDGMENT OF UNDERSTANDING. The parties declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his or her respective 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, 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 hereto have signed their names on the day and year written below.

DATED: March 27, 1980 Christopher Thomas Murray

DATED: March 27, 1980 Christopher Thomas Murray

STATE OF MARYLAND, County OF BALTIMORE, TO WIT:
I HEREBY CERTIFY that on this 27th day of March
1980, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared CHRISTOPHER THOMAS MURRAY, and he acknowledged the foregoing to be his voluntary deed and act and further made oath in due form of law that the matters and facts stated in said document are true to the

best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Marie Manner
Notary Public

My Commission expires:

7/1/82

STATE OF MARYLAND, *County* OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 27th day of March, 1980, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared CHRISTINE ADAMOW MURRAY, and she acknowledged the foregoing to be her voluntary deed and act and further made oath in due form of law that the matters and facts stated in said document are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Marie Manner
Notary Public

My Commission expires:

7/1/82

AMENDMENT TO MARITAL SETTLEMENT AGREEMENT

This Amendment to Marital Settlement Agreement (hereinafter referred to as the "Amendment Agreement"), made this 26th day of January, 1982, by and between CHRISTOPHER THOMAS MURRAY (hereinafter referred to as "Husband") and CHRISTINE ADAMOW MURRAY (hereinafter referred to as "Wife").

WHEREAS, the parties to this Amendment Agreement did execute a Marital Settlement Agreement (hereinafter referred to as "the Agreement") on March 27, 1980, a copy of which is attached hereto as Exhibit 1 and which Agreement the parties hereto expressly reaffirm except to the extent said Agreement is inconsistent herewith; and

WHEREAS, the parties have reached agreement concerning certain changes to be made in said Agreement, principally concerning contributions to be made by Wife towards support and maintenance of the marital home pending sale; and

WHEREAS, the parties desire to amend the Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises, agreements, and covenants expressed herein and in the Agreement, it is hereby covenanted and agreed by each party hereto and with the other party hereto as follows:

1. Paragraph 2 of the Agreement is hereby amended to read as follows:

"2. FAMILY HOME.

The parties own, as tenants by the entireties, improved premises at 5401 Cabbage Spring Road, Mt. Airy, Maryland, 21771 (the "Home"). The Home is subject to the lien of a mortgage.

EXHIBIT 2

From and after March 27, 1980, Husband shall have the right to occupy, exclusively the Home rent free, until the Home is sold as hereinafter provided. The Home shall be offered for sale on April 30, 1980, at a price of One Hundred and Twenty Thousand Dollars (\$120,000). The sale price (during the period April 30, 1980 through June 30, 1980) shall be not less than One Hundred and Sixteen Thousand Dollars (\$116,000), except if expressly agreed to by Husband and Wife. If no agreement of sale has been executed on or before June 30, 1980, the Home shall be listed with a realtor, mutually agreed upon by the parties.

Pending the sale of the Home, and from March 27, 1980 until June 30, 1982, Husband and Wife will continue to maintain their joint checking account in the South Berkley National Bank for the purposes of making payments of principal and interest on their Home mortgage and for the payment of utility and other bills with respect to the home. On or about the first day of each month, commencing May 1, 1980 and concluding June 30, 1981, Husband shall pay into said account the sum of Five Hundred and Twenty-Five Dollars (\$525.00) and Wife shall pay into said account the sum of Two Hundred and Twenty-Five Dollars (\$225.00).

From and after June 30, 1981, and extending until June 30, 1982, or until the date on which the parties hereto sell and transfer possession of their Home, on the first day of each month, Husband shall pay into the parties' joint checking account in the South Berkley National Park the sum of Six Hundred and Fifty Dollars (\$650.00) and Wife shall pay into said account the sum of One Hundred Dollars (\$100.00).

During the period from March 27, 1980 until June 30, 1982, or until the date on which the parties hereto sell and transfer possession of their Home, Husband shall be responsible for the payment of the Home mortgage, taxes and utilities with respect to the Home and shall indemnify Wife and hold her harmless for any failure on Husband's part to pay such expenses. (Husband also is responsible to provide insurance for the Home during this period which shall equal or exceed, at all times, coverage existing as of the date the parties hereto executed the Agreement.) The funds deposited in said account by Wife shall be used to pay interest and taxes on the Home mortgage. The funds deposited by the Husband in said account shall be used to pay the remaining principal and interest due on the Home mortgage, remaining taxes, if any, and any utility bills due and owing.

From and after June 30, 1982, Husband shall be solely responsible to pay the mortgage and all other expenses of the Home, including, but not limited to, water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents, the costs of pest control, and any and all repairs and improvements. The insurance maintained on the Home shall exceed, at all times, coverage existing as of the date the parties hereto executed the Agreement. Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein and shall indemnify Wife from any liability therefor. Any failure on Husband's part to pay any and all of the expenses of the Home required by this paragraph shall constitute a material breach of the Amended Agreement. Upon receipt of notice of any such failure by Husband, Wife shall be entitled, in her discretion, to pay any such unpaid expenses and shall receive reimbursement for any such expenses she pays, such reimbursement to come out of Husband's share of the "net proceeds of sale" as hereinafter defined.

Husband and Wife expressly agree to sell the Home either directly prior to June 30, 1980 or through a broker of their choice after June 30, 1980, at a price agreed upon by the parties, or, if

they are unable to agree, at a reasonable price determined by an independent third party arbitrator (for instance, a recognized and qualified real estate appraiser or qualified realtor) selected by and agreed upon by Husband and Wife. During the term of his exclusive occupancy of the Home, Husband hereby expressly agrees to use best efforts to sell the Home and further agrees to do nothing which will affect the value of the Home in any amount without first obtaining the consent of Wife. The parties shall execute any contract to make a sale of the Home and any deed and/or other document necessary to consummate the sale under contract in accordance with this Paragraph. If for any reason either party does not, within 21 days of delivery to him (her), execute any listing contract or contract to make sale of the Home, in accordance with the provisions of this Paragraph, or any deed, instrument or other such document, then the other party may execute the same on his or her behalf as his or her agent pursuant to an agency coupled with an interest, and each party hereby irrevocably appoints the other with full power as attorney-in-fact for him or her to execute, acknowledge and deliver any and all necessary or desirable contracts, deeds, releases, mortgages, instruments

or documents for the purpose of listing, conveying, clearing or waiving any interest or right in the Home as fully as he (she) could do personally, with full power of substitution and confirming all that the agent and attorney-in-fact or substitute may do or cause to be done.

If the Home is not sold or if no contract of sale thereupon has been executed on or before the date on which the parties to this agreement obtain a divorce, then either Husband or Wife shall have the right to compel sale of the Home at public auction, but the home shall not be sold at public auction, unless both parties so agree, at a price which is less than \$85,000.

Upon sale of the Home in accordance herewith, the "net proceeds of sale" shall be divided equally between the parties. The term "net proceeds of sale" used immediately hereinabove shall mean such sum as remains after deducting from the gross sale price: (1) any broker's commission and/or attorney's fees incurred in connection with the sale; (2) all expenses of the sale and closing costs; (3) the principal, accrued interest and any prepayment penalty due on the mortgage; (4) Twelve Thousand Dollars (\$12,000) payable to the parents of Husband and Wife in repayment of

debts due and owing to said parents; and (5) reimbursement to Husband for any reduction in the principal amount of the mortgage attributable to payments toward said principal which Husband has made from and after June 30, 1981."

2. The parties further agree that the Agreement should be amended to add the following provision, which will be identified as paragraph 2A and which will read as follows:

"2A. JOINT INCOME TAX RETURNS.

The parties agree, in the event it is in their combined best interest (i.e. if the total tax to the unit of Husband and Wife is less than the sum of the taxes to be incurred by each if Husband and Wife were to file returns as married filing separately), to execute and file joint federal and state income tax returns for 1980 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. Each party shall pay the proportionate part of the tax due as shall be attributable to his or her respective taxable income, and each shall indemnify and hold harmless the other against any liability for his or her own proportionate share of tax. 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. In determining the proportionate part of tax due from each party as set forth above, the parties expressly understand and agree that any tax deduction attributable to expenses incurred on the Home shall be allocated between Husband and Wife in accordance with each party's proportionate contribution (consistent with the terms of the Agreement and this Amended Agreement) to the total of such deductible expenses during the taxable year."

3. Paragraph 11 of the Agreement is hereby amended to read as follows:

"11. COUNSEL FEES.

The parties hereto agree that all attorneys fees and/or costs associated with the Agreement, this Amended Agreement and with the obtaining of an entry of a judgment of divorce shall be shared equally by Husband and Wife."

4. In all other respects, the Agreement shall continue in full force and affect without any amendment thereto; however, the parties to this Amendment Agreement expressly understand and agree that execution of this Amendment Agreement in no way constitutes a waiver, release or discharge of any claim Husband or Wife may have for breach of the Agreement.

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

Dated: January 26, 1982

Christine Adamow Murray
CHRISTINE ADAMOW MURRAY

Dated: February 9, 1982

Christopher Thomas Murray
CHRISTOPHER THOMAS MURRAY

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 9th day of February, 1982, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared CHRISTOPHER THOMAS MURRAY, and he acknowledged the foregoing to be his voluntary deed and act and further made oath in due form of law that the matters and facts stated in said document are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

L. Allen Jones
Notary Public

My Commission expires: May 9, 1986

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this day of
1982, before me, the subscriber, a Notary Public of the
State and City aforesaid, personally appeared CHRISTINE
ADAMOW MURRAY, and she acknowledged the foregoing to be her
voluntary deed and act and further made oath in due form of
law that the matters and facts stated in said document are
true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Stephen G. Knight
Notary Public

My Commission expires:

Stephen G. Knight
NOTARY PUBLIC
My Commission expires October 16, 1987

ELLSWORTH A. DEAN, JR.	*	NO. 17014 EQUITY
Plaintiff	*	IN THE
vs	*	CIRCUIT COURT
CHARLENE B. DEAN	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

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

WHEREUPON IT IS ORDERED this ^{MAY} 17th day of April, 1982,
that the Cross-Plaintiff, CHARLENE B. DEAN, be and she is hereby
divorced "A VINCULO MATRIMONII" from her husband, the Cross-
Defendant, ELLSWORTH A. DEAN, JR.; and

It is further ADJUDGED, ORDERED AND DECREED that the
guardianship and custody of the infant children of the parties,
JONATHAN BEST DEAN (born March 2, 1972); JASON ARNOLD DEAN (born
June 12, 1974) and JUSTIN ELLSWORTH DEAN (born May 3, 1976) be
and the same is hereby awarded to the Cross-Plaintiff with the
right on the part of the Cross-Defendant is visit said children
at reasonable times and under proper circumstances subject to the
continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED AND DECREED that the
Cross-Defendant pay unto the Cross-Plaintiff the sum of Thirty-five
Dollars (\$35.00) per week per child for the support of the infant
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 between the parties
dated October 15, 1980 and filed in this cause be and the same is

Filed May 11, 1982

hereby made a part hereof as if fully set forth herein; and

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

Rob K. Burn

JUDGE

VOLUNTARY SEPARATION AGREEMENT

THIS AGREEMENT, made this 15th day of October, 1980, by and between ELLSWORTH ARNOLD DEAN, JR., hereinafter referred to as the Husband, and CHARLENE B. DEAN, hereinafter referred to as the Wife.

WHEREAS, the parties were married on September 2, 1967 in Kansas City, Missouri in a religious ceremony.

WHEREAS, the following children were born as a result of said marriage, namely: Jonathan Best Dean, age 8; Jason Arnold Dean, age 6; and Justin Ellsworth Dean, age 4.

WHEREAS, certain irreconcilable differences have arisen between the parties which have resulted in their voluntary agreement to live separate and apart, without cohabitation on May 27, 1980, which date the parties do hereby ratify and agree was the date upon which they voluntarily agreed to live separate and apart without cohabitation.

WHEREAS, the parties are not now living together and by these presents do seek to amicably settle the questions of custody, support and rights of visitation of the minor children, waiver of alimony by the wife and other related matters.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, it is mutually agreed by and between the parties as follows:

1. ADVICE OF COUNSEL

This Agreement is made voluntarily between the parties, each of whom acknowledges that there have been no threats, promises, inducements or other coercion to compel either to enter into this Agreement. In connection with their respective rights, privileges, duties and obligations concerning this Agreement and the preparation

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thereof, the Wife has been independently represented by and has had the benefit of counsel and advice of Howard E. Goldman, a member of the Bar of the State of Maryland, and the Husband has been independently represented by and has had the benefit of counsel and advice of Robert A. DiCicco, a member of the Bar of this State.

The parties acknowledge each are thoroughly acquainted with the means, resources, income, savings and net worth of the other, that each has made a complete disclosure to the other of these items and that both parties are satisfied and do hereby acknowledge that the disclosure has been complete.

2. CARE, CUSTODY, VISITATION AND/OR SUPPORT OF
MINOR CHILDREN

It is stipulated that the Wife is a fit and proper person and competent in every respect to have care and custody of the minor children of the parties. The Husband agrees that the Wife shall have such care, custody and control with respect to said children until each such child reaches majority (the age of 18 years), or sooner becomes emancipated, subject, however, to the visitation privileges hereinafter set forth.

The Husband shall have the right to visit the children at reasonable times and at reasonable intervals; and to have the children accompany him from the place of residence at reasonable times and for reasonable periods. In addition, Husband shall have the right to have said children with him for reasonable vacation times.

It is expressly stipulated that visitation rights provided hereunder shall be extremely liberal, it being the intent of the parties that the children be with the Husband as often as is practical.

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The Husband agrees to pay to the Wife as support for the

minor children of the parties, so long as they are in her custody and control, the sum of Thirty-Five Dollars (\$35.00) per week, per child. All reasonable medical/and dental expenses for such children over Two Hundred and Fifty Dollars (\$250.00) not reimbursed by medical insurance shall be shared equally by the parties.

3. ALIMONY

The Wife hereby expressly waives any and all claims she may have to alimony pendente lite or permanent, including any claims she may have against the Husband for support or for her necessities.

The Husband hereby expressly waives any and all claims he may have to alimony pendente lite or permanent, including any claims he may have against the Wife or for his necessities.

4. DEBTS AND OBLIGATIONS

Each of the parties hereto represents that at the present time he or she has not incurred any debts or obligations on the credit of the other, of which the other is not cognizant.

The Husband agrees to pay the bills listed on Exhibit A, incorporated herein, and to indemnify and save harmless the Wife of any liability therein.

Each of the parties further covenants and agrees that he or she will not at any time hereafter contract in his or her own name or in the name of the other any debt or debts, charges, obligations or liabilities for which the other, his or her estate, shall or may become liable or answerable, and each of the parties further covenants and agrees that he or she, his or her personal representative will, at all times hereafter, indemnify and save harmless the other, his or her personal representative from all debts and liabilities contracted by the other after the date hereof.

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2 A. HEALTH INSURANCE *AD CD*

The Wife shall be responsible for maintaining medical insurance for the benefit of the minor children of the parties for as long as she remains employed at the Johns Hopkins Hospital, or has available to her comparable insurance benefits through subsequent employment; however, if her employment is terminated and subsequent employment does not provide said insurance benefits then the Husband shall be responsible for providing adequate medical insurance benefits for the minor children of the parties.

GOLDMAN, NICHOLS, KOVELANT, PEDERSEN & HURTT
ATTORNEYS AND COUNSELLORS AT LAW
P. O. BOX X
LAUREL, MARYLAND 20810
LAUREL (301) 497-1000 - 496-1000
BALTIMORE (301) 792-7440

- 3A -

ODD PAGES

5. DIVISION OF PERSONAL PROPERTY

The Husband shall retain as his sole and separate property, free and clear of any and all claim by the Wife thereto, all of the furniture, furnishings, household appliances and other personal property and chattels which he has removed from their residence prior to the signing of this Agreement, and the Wife shall retain as her sole and separate property, free and clear of any and all claims of the Husband thereto, all of the furniture, appliances, household furnishings, personal property, and chattels at said residence on the date of the signing of this Agreement.

6. DIVISION OF REAL PROPERTY

The parties now own as tenants by the entireties the following described real property: 2423 Forrest Hill Road, Marriottsville, Carroll County, Maryland 21104. The parties agree that the Wife shall have the exclusive right to occupy said property, as the home of the minor children and her, for three years from the date hereof and for such other period as provided herein.

During all periods of the Wife's exclusive occupancy she shall be responsible for any expenses exclusive of mortgage, taxes, and insurance, capital improvements and extraordinary maintenance costs. The Husband shall be responsible for 1/2 of the current mortgage, taxes and insurance payments, to be paid to the Wife monthly on or before the 5th day of each month. Husband shall be responsible for 1/2 of any extraordinary maintenance expenses incurred by Wife. Said maintenance expense, unless incurred on an emergency basis shall not be incurred without the Husband's written approval, which such approval shall not be unreasonably withheld. At such time as the maintenance expense is determined to be reasonable the Husband shall reimburse said Wife with 1/2 of said payment within 10 days of notice of said expense. With respect to capital improvement costs, Husband shall be responsible for 1/2 of the cost after Wife shall have obtained Husband's written approval for such capital improvements. Such approval shall not be unreasonably withheld. Reimbursement of 1/2 of these costs by Husband shall be at time of sale of residence and withheld from Husband's 1/2 proceeds. *AD CD*

Upon the expiration of three years, either party shall have the right to request that the property be sold. If the parties are unable to agree to the manner of sale, either shall have the right to seek partition. In the event of a partition, the parties do hereby waive any and all claims or rights of family use therein

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- 4 -

EVEN PAGES

6 A. PAST DUE MORTGAGE OBLIGATION

The parties acknowledge that as of the execution of this Agreement there is an arrearage on the mortgage obligation which has been incurred over the past six months. It is further agreed and understood between the parties that Husband shall assume full and exclusive responsibility for bringing the mortgage balance up to a current status and it is acknowledged that he has negotiated with the mortgage holder to make additional payments over the next six months in order to bring the mortgage balance up to a current status. He further acknowledges that he will hold the Wife harmless and indemnify her for any obligations inuring from this said arrearage.

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- 4A -

ODD PAGES

under Section 3-602 - 3-6A-01, et seq., Courts and Judicial Proceedings Article, Annotated Code of Maryland, as amended.

Upon the sale of the property the proceeds shall be divided equally between the parties.

7. COUNSEL FEE AND COURT COSTS

The Wife waives and releases all further and other right to reimbursement by the Husband for counsel fee heretofore or hereinafter incurred by her.

The party commencing any suit, unless otherwise ordered by the Court, shall pay all the court costs including Master's fee for any suit instituted between the parties for divorce. If proceedings are initiated to enforce any provision of this Agreement and the party seeking enforcement is successful, said party shall be entitled, pursuant to any order of Court, to be reimbursed reasonable counsel fees as well as Court Costs.

8. PARTIES TO LIVE APART

It shall be lawful for the Wife to live separate and apart from the Husband and free from his marital control and authority, as if she were sole and unmarried and free from any control and restraint or interference, direct or indirect by the Husband; that it shall be lawful for the Husband at all times hereafter to live separate and apart from the Wife, as if he were unmarried, at such place or places as he may from time to time select, free from any control or restraint or interference, direct or indirect, by the Wife.

9. RELEASE AND WAIVER BY WIFE

The Wife hereby expressly releases, waives, surrenders, and assigns to the said Husband, his heirs, personal representatives, legatees, devisees, and assigns all her right, claim or title to participate in any manner whatsoever in the enjoyment of the real or personal estate of which the said Husband may be possessed at the time of his decease, including, but not by way of limitation,

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- 5 -

EVEN PAGES

the right to receive an elective share, any dower or Wife's rights therein, including the right to act as Personal Representative, administratrix or executrix of his estate, it being the intention of the Wife to irrevocably renounce any benefit which would pass to her from the Husband by intestate succession, by statutory share or by virtue of a Will executed before this Agreement, and the said Wife hereby covenants and agrees that at any time after the execution of these presents she will, at the request and expense of the said Husband, execute, acknowledge and deliver to the said Husband or his grantee(s), any proper deed or conveyance so as to bar the dower or other marital rights of the Wife in any property now or heretofore owned, or which may be hereafter acquired by the said Husband, wherever said property may be situated; and the said Wife hereby expressly covenants and agrees that she will at any time in the future, at the request and expense of the said Husband, execute and deliver such deeds, documents and assurances as may be necessary to carry out the purposes of this Agreement.

10. RELEASE AND WAIVER BY HUSBAND

The Husband hereby expressly releases, waives, surrenders and assigns to the said Wife, her heirs, personal representatives, legatees, devisees, and assigns all his right, claim or title to participate in any manner whatsoever in the enjoyment of the real or personal estate of which the said Wife may be possessed at the time of her decease including but not by way of limitation, the right to receive any dower or Husband's rights therein, the right to receive an elective share, including the right to act as Personal Representative, administrator or executor of her estate; it being the intention of the Husband to irrevocably renounce any benefit which would pass to him from the Wife by intestate succession, by statutory share, or by virtue of a Will executed before this Agreement, and the said Husband hereby covenants and agrees that

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at any time after the execution of these presents he will, at the request and expense of the said Wife, execute, acknowledge and deliver to the said Wife, or her grantee(s), any proper deed or conveyance so as to bar the dower or other marital rights of the Husband in any property now or heretofore owned, or which may be hereafter acquired by the said Wife, wherever said property may be situated; and the said Husband hereby expressly covenants and agrees that he will at any time in the future at the request and expense of the said Wife, execute and deliver such deeds, documents and assurances as may be necessary to carry out the purpose of this Agreement.

11. NON-WAIVER PROVISIONS; NON-MODIFIABILITY

It is expressly stipulated that neither of the parties hereto do waive or condone any cause for a partial or absolute divorce which either may now or may hereafter have against the other; each of the said parties retaining and reserving unto himself or herself the right to bring and conclude such proceedings as he or she may deem convenient, necessary or proper to obtain a decree of divorce against the other.

Except for the provisions contained in paragraph 2 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.

12. EFFECT OF AGREEMENT; INCORPORATION INTO DECREE

The parties hereto hereby declare that it is their intention to settle finally, in accordance with the provisions of Section 28 of Article 16 of the Annotated Code of Maryland (1957) any and all claims of any nature whatsoever which the parties might have each against the other as a result of their marriage, and in particular,

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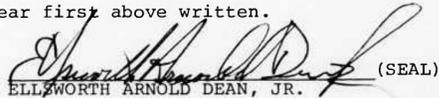
any claim whatsoever that the Wife may have in the corporation, W-Bar-D Construction Co., Inc. The Husband agrees to indemnify and save harmless the Wife from any and all liability therein.

It is expressly understood by and between the parties hereto that the release terms and provisions of the Agreement are expressly intended to release each party from any and all claims of the other arising out of and on account of Maryland Senate Bill 604, the Acts of 1978, now codified as Section 3-602 through 3-6A-01, et sequitur of the Courts & Judicial Proceedings Article, Annotated Code of Maryland, especially those provisions dealing with family home, family use personal property, minor children, marital property, personal property, real property and monetary awards.

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. It is further agreed that regardless of whether 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 the terms hereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties have, for themselves and their respective heirs, personal representatives and assigns, set their hands and seals the day and year first above written.

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 (SEAL)
ELLSWORTH ARNOLD DEAN, JR.

 (SEAL)
CHARLENE B. DEAN

- 8 -

ODD PAGES

STATE OF MARYLAND, COUNTY OF *Carroll* BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of October, 1980, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ELLSWORTH ARNOLD DEAN, JR., and he made oath in due form of law that the parties have mutually and voluntarily agreed to live separate and apart as herein related, and he does further acknowledge that the foregoing Agreement is his voluntary act and deed.

AS WITNESS my hand and Notarial Seal.




Notary Public
My Commission expires July 1, 1982
ANNA MAE SYRACUSE

STATE OF MARYLAND, COUNTY OF *Carroll* , to wit:

I HEREBY CERTIFY that on this 15th day of *October* , 1980 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHARLENE B. DEAN, and she made oath in due form of law that the parties have mutually and voluntarily agreed to live separate and apart as herein related, and she does further acknowledge that the foregoing Agreement is her voluntary act and deed.

AS WITNESS my hand and Notarial Seal.




Notary Public
My Commission expires July 1, 1982
ANNA MAE SYRACUSE

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- 9 -

EVEN PAGES

FRANCIS C. TOPPER	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
PAULINE C. TOPPER	*	CARROLL COUNTY
Defendant	*	Equity No. <u>1878</u>
* * *	*	* * *

D E C R E E

The Plaintiff's Motion for Summary Judgment is hereby granted by this Court, and it is this 13th day of MAY, 1982, by the Circuit Court for Carroll County, sitting in Equity:

ORDERED, ADJUDGED and DECREED that the Plaintiff, FRANCIS C. TOPPER, be and he is hereby divorced a vinculo matrimonii from the Defendant, PAULINE C. TOPPER, and it is further

ORDERED that the care and custody of the minor child of the parties, namely, Darin K. Topper, born March 11, 1975, be and it is hereby granted unto the Plaintiff with the right and privilege unto the Defendant to liberally visit with and have said child with her at all reasonable times and places, all subject to the Order of this Court, and it is further

ORDERED that the Defendant shall pay unto the Plaintiff for the support and maintenance of the minor child the sum of Fifteen Dollars (\$15.00) per week, subject to further Orders of this Court, and it is further

ORDERED that the Plaintiff and the Defendant be and they hereby are denied alimony, and it is further

ORDERED that the Marital Settlement Agreement by and between the parties hereto and filed in this cause be and it is hereby approved and made a part hereof as if fully set forth herein, and it is further

Filed May 13, 1982

ORDERED that the Plaintiff pay the costs of this proceeding.

[Signature]
JUDGE

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 13th day of March, Nineteen Hundred and Eighty-Two, by and between FRANCIS C. TOPPER, whose present mailing address is 1732 Baust Church Road, Union Bridge, Maryland 21791, hereinafter called "Husband", and PAULINE R. TOPPER, whose present mailing address is 5814 Bowen Road, Tanfous, Md. 21787, hereinafter called "Wife".

RECITATIONS

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Carroll County, State of Maryland, on the 8th day of December, 1972.

The parties have mutually agreed to voluntarily separate and did so on March 17, 1981, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to custody of their child, support for their child, support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences,

without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation commenced on March 17, 1981.

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, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

KNOWLEDGE OF ASSETS

(3) Each party independently acknowledges that he or she has full knowledge of the extent, value and character of the property and estate owned by them separately and jointly, and of their respective incomes, obligations and liabilities. Each party covenants that he or she has fully, fairly, and completely disclosed to the other his or her assets, finances, and liabilities prior to the execution hereof.

NON-WAIVER OF RIGHTS

(4) Nothing contained in this Marital Settlement

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 herein expressly reserved.

CARE AND CUSTODY OF
MINOR CHILD

(5) The care and custody of the minor child born of this marriage, namely, Darin K. Topper, born March 11, 1975, shall be with and remain with the Husband.

SUPPORT OF MINOR CHILD

(6) The Wife shall pay unto the Husband the sum of Fifteen Dollars (\$15.00) per child, per week. Said payments shall commence on the 1st day of July, 1981. In respect to said child, said payments shall permanently cease upon said child (a) attaining the age of Eighteen (18) years, (b) marrying, (c) becoming emancipated, (d) becoming self-supporting, (e) entering the armed services, or (f) dying, whichever shall first occur.

MINOR CHILD'S MEDICAL EXPENSES

(7) Husband and Wife shall be jointly responsible for all medical expenses of the minor child, except expenses incurred for solely cosmetic purposes. Husband agrees not to subject the child to any prolonged medical or dental treatment program without first consulting with and advising Wife.

VISITATION

(8) Wife shall be afforded liberal rights of visitation with the child and of visitation by the child with her all of which shall be reasonable as to times and circumstances. Wife shall be afforded these minimum visitation rights: alternate weekends, alternate national holidays, two consecutive weeks each summer.

WAIVER OF ALIMONY

(9) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of further support for herself, it being her express intention to waive, release and surrender any present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim she may have or acquire against the Husband.

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

PERSONAL PROPERTY
AND HOUSEHOLD GOODS

(10) The parties have heretofore divided up their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

MOTOR VEHICLES

(11) The automobile presently titled in the Husband's name shall become the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and Husband may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as he in his sole discretion may deem appropriate. Wife agrees to execute such documents as may be necessary or proper for the issuance of a new Certificate of Title for said automobile in Husband's name alone. The said motor vehicle is subject to a lien, and the Husband agrees to assume responsibility for the payment of said debt and to indemnify and hold the Wife harmless from any claim or actions filed against her as the result of said obligation.

The automobile presently titled in the Wife's name shall become the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband, and Wife may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she in her sole discretion may deem appropriate. Husband agrees to execute such documents as may be necessary or proper for the issuance of a new Certificate of Title for said automobile in Wife's name alone. The said motor vehicle is subject to a lien, and the Wife agrees to assume responsibility for the payment of said debt and to indemnify and hold the Husband harmless from any claim or actions filed against him as the result of said obligation.

REAL ESTATE

(12) The parties own, as tenants by the entireties, improved premises in Carroll County known as 1732 Baust Church Road, Union Bridge, Maryland 21791, (hereinafter called "Home"). This Home is subject to the lien of a First and Second Mortgage. Simultaneously with the execution of this Agreement, Wife agrees

to convey to Husband all of her right, title and interest in and to this Home, and shall execute any deed, deed of trust, assignment, or other documents which may be reasonably necessary for the conveyance of such right, title and interest. Husband shall pay to Wife, for Wife's one-half interest in the equity of this Home, the total sum of SEVEN THOUSAND DOLLARS (\$7,000.00), simultaneously with the execution of the above-mentioned documents, on or before July 1, 1982.

Husband shall be solely responsible to pay the mortgages and all other expenses of the Home, including but not limited to, water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents, the cost of pest control, and all repairs and improvements. Husband shall hold and save the Wife harmless from the expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor. Husband shall hold the Home as his sole and exclusive property, free and clear of any interest of Wife. Upon sale of the Home at any time, the proceeds of the sale shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

CHECKING ACCOUNTS, SAVINGS ACCOUNTS,
SAVINGS BONDS, CERTIFICATES OF DEPOSIT,
STOCKS, AND OTHER MONETARY ASSETS

(13) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been heretofore divided by the parties to their mutual satisfaction. Each assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

DEBTS

(14) 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 be, or 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. 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. The parties each agree to assume complete responsibility for the following accounts, releasing and indemnifying each other from any liability thereon: Husband's bills - Equitable Master Charge/Visa account, Montgomery Wards account, Investor's loan, Dutterer's balance, Sears account, first mortgage with Security Pacific, second mortgage with Beneficial, Carroll County Bank and Trust loan on truck (\$168.80 monthly). Wife's bills - Taneytown Bank and Trust loan (Stitely loan), Hess account, Spiegel account, Carroll County Bank and Trust loan on car (\$128.98 monthly).

WAIVER OF RIGHTS

(15) 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 against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Section 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, 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 rights 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.

LEGAL FEES AND COURT COSTS

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

WITNESSES Suzanne M. Bonds Pauline R. Topper (SEAL)
 PAULINE R. TOPPER

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

I HEREBY CERTIFY that on this 17th day of March, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared FRANCIS C. TOPPER, 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.



Lindsay S. Wais
 Notary Public
 Commission Expires 7/1/82

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

I HEREBY CERTIFY that on this 23rd day of March, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PAULINE R. TOPPER, 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.

Suzanne M. Bonds
 Notary Public
 Commission Expires 7/1/82

WANDA SUE (EMSWILER) BURKE : No. 17695 Equity
 Plaintiff : in the
 vs : Circuit Court
 JERRY WAYNE BURKE : 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 MAY, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Wanda Sue Burke, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Jerry Wayne Burke; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Wanda Sue Burke, be and she is hereby awarded the guardianship and custody of Jason Elliott Burke, the minor child of the parties hereto, with the right unto the Defendant, Jerry Wayne Burke, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

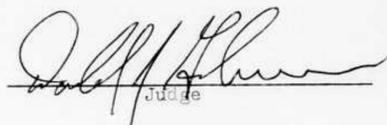
It is further ADJUDGED, ORDERED and DECREED that the Defendant pay unto the Plaintiff, through the Bureau of Support Enforcement, Carroll County Department of Social Services, 95 Carroll Street, Westminster, Maryland, 21157, the sum of \$125.00 per month, plus a service charge of 25¢ per payment, toward 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 Defendant is in arrears in child support payments in the amount of \$1,100.00 as of April 28, 1982, and that a judgment be and the same is hereby entered in favor of Wanda Sue Burke, Plaintiff, and against Jerry Wayne Burke, Defendant, in the amount of \$1,100.00 with interest from April 28, 1982; and

Filed May 13, 1982

It is further ADJUDGED, ORDERED and DECREED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated March 30, 1981 and filed in this cause of action, be and it is 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

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 30th day of March 1981, by and between WANDA SUE (EMSWILER) BURKE, hereinafter referred to as the "Wife" and JERRY WAYNE BURKE, hereinafter referred to as the "Husband."

W I T N E S S E T H

ITEM I

Recitals

WHEREAS, the parties hereto were duly married to each other on August 21, 1976, in Montgomery County, Maryland by religious ceremony.

WHEREAS, one (1) child was born to the parties, to wit: JASON ELLIOTT BURKE, born January 17, 1977.

WHEREAS, on or about December 15, 1980, the parties ceased living together as Husband and Wife by the mutual and voluntary consent of each of them with the intent to end the marriage, and have not since that time lived together as Husband and Wife or cohabitated, and the separation is beyond any hope or reasonable expectation of reconciliation.

WHEREAS, it is the mutual desire of the parties in this Agreement to formalize their mutually voluntary separation and to settle all questions of every kind and character arising from their marital relationship.

NOW THEREFORE, that for and in consideration of the reasons cited above and the mutual promises and covenants of the parties hereinafter set forth, and other good and valuable consideration, the receipt whereof is hereby respectively acknowledged by the parties, Husband and Wife agree as follows:

Page 1 of 15 pages

TT EXH 2

ITEM II

Representation by Counsel

In order to be fully advised and informed in connection with negotiations for and the preparation of this agreement, the Wife is represented by James F. Martin, Esquire, Mt. Airy, Maryland and Husband is now unrepresented.

The Husband expressly acknowledges that by the execution of this Agreement, he has been advised that he has a right to be represented by an attorney of his choice; that he has had the opportunity to consult an attorney for counseling and advice; that he has been fully informed of his right to claim alimony, pending a full determination of fault, if any, and permanently, and unless specifically waived, he may be entitled to alimony on non-culpatory grounds for divorce; counsel fees and court costs, and the character of any and all rights or interest he may have in the real and personal properties acquired prior to and during the marriage of the parties. He further hereby acknowledges that under the laws of the State of Maryland, the Court, upon Petition and finding that it is in the best interests of the minor child, may preserve to said child the right to possession of the family home and family use personal property for a period not exceeding three (3) years, which includes the corresponding right of the custodian to the same, free from the interference of the non-custodial parent. In the event such possession is granted to the custodial spouse and minor child, the Court may order the non-custodial parent to pay some or all of the mortgage, taxes, insurance and similar expenses.

ITEM III

Mutual and Voluntary Separation

The parties have mutually and voluntarily ceased living

Page 2 of 15 pages

together as Husband and Wife with the intent to terminate the marriage.

Each shall be free from interference, authority and control direct or indirect, by the other as fully as if he or she were sole and unmarried. Each may reside at such place or places as he or she may select. Each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable. Each shall be at liberty to act and do as he or she sees fit, and to conduct his or her personal and social life as freely and fully as if he or she were sole and unmarried.

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.

ITEM IV

Effect of Reconciliation

No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of the Agreement for settlement of property rights shall nevertheless continue in full force and effect without abatement of any term or provision hereof, except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

Page 3 of 15 pages

ITEM V

Real Property

The parties do not lease or own real property which was used during the course of cohabitation.

ITEM VI

Personal Property

1. Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, and other assets of any kind or nature in his or her name, free and clear of any interest of the other.

2. Husband shall transfer and assign to Wife all his right, title and interest in that certain 1977 Mercury Monarch automobile and Wife shall pay all indebtedness thereon together with insurance.

3. Wife shall transfer and assign to Husband all her right, title and interest in that certain 1978 Ford pickup truck which shall be taken by Husband subject to all encumbrances thereon.

4. Except as herein otherwise provided, each item of personal property shall be taken by the respective parties subject to all debts, encumbrances and other obligations, if any,

Page 4 of 15 pages

to which the property may be subject. Each shall pay and discharge all such debts, encumbrances and other obligations and hold the other party free and harmless therefrom. Each of them shall own, have and enjoy, independently of any claim or right of the other all items of personal property of every kind, now or hereafter owned or held by him or her, with full power to dispose of the same as fully and effectually, in all respects and for all purposes, as if he or she were unmarried.

5. Husband shall pay the debt to Urbana T.V. and Radio and ann all other debts not specifically assumed by Wife.

6. Wife shall pay Montgomery Wards bill and the First National Bank debt.

ITEM VII

Debts

1. Each party expressly covenants that each debt assumed by him or her shall be promptly paid as the same shall become due and payable; that neither of them shall do any act to impair the credit of the other, and should either of them be in default of any payment which shall involve the other, the defaulting party shall be liable to the non-defaulting party for the payment of his or her reasonable attorney fees and court costs.

2. Each represents that he or she has made full disclosure to the other of all debts and obligations incurred by him or her and in his or her name, prior to the date hereof and that all such unpaid debts and obligations are included herein.

3. Each party will retain, have and enjoy, independently of any claim, right or demand of the other party, all property of every kind, nature and description wheresoever situated which is now owned or held or is hereafter acquired by him or her, or stands in his or her name.

Page 5 of 15 pages

ITEM VIII

Life Insurance

Husband shall maintain all existing life insurance in full force and he shall maintain the minor child as the irrevocable beneficiary on a policy of life insurance. He shall promptly pay the premiums thereon and upon request of the other, shall provide paid premium receipts thereon at least semi-annually.

He shall continue his policy or policies in full force and effect naming the minor child as irrevocable beneficiary thereon for so long as he or she shall be obligated to contribute to the support of the minor child under the terms hereof.

ITEM IX

Hospitalization Insurance
Hospitalization Insurance: Medical,
Hospitalization and Dental Expenses of Minor Child

Husband and Wife shall divide equally as the same shall occur, all reasonable and necessary medical, dental, nursing and hospital expenses of the minor child, including the costs of medicines, drugs, therapy, orthodontry and appliances prescribed by a physician or dentist for said minor child not otherwise covered and paid by insurance. Each agrees to maintain and to pay the premiums on any and all hospitalization and major medical insurance currently in effect, or its equivalent, covering the minor child.

ITEM X

Custody of Child

Wife shall have the legal custody of the minor child, subject however, to the right of Husband to visit with the child and have him with him as hereinafter more fully described.

Page 6 of 15 pages

The custodial parent shall confer frequently with the non-custodial parent with respect to the residence, maintenance, education and all other aspects of the welfare of the child. The custodial parent shall not change the residence of the minor child to another state without the express consent of the non-custodial parent or Order of the Court in which this Agreement has been approved. The purpose of this provision is that it is in the best interest of the minor child that each shall have access to the non-custodial parent.

The custodial parent shall promptly inform the non-custodial parent of the progress of the child's education, any disciplinary problems and any dental, medical or emotional difficulties.

Each parent shall at all times foster in the mind of the child an attitude of respect and love for both parents, and each of them shall not degrade the other party in the eyes or presence of the child nor attempt to alienate the child from the other parent. It shall be at all times the objective of both parties to decide all questions affecting the minor child in such manner as to promote the welfare, happiness and well-being of the child.

ITEM XI

Visitation Rights of Non-custodial Parent

The non-custodial parent shall have reasonable rights of visitation and have the right to have the child with him or her upon reasonable advance notice. In the event the parties are unable to agree as to reasonable rights of visitation, the following shall be the minimum visitation rights to the non-custodial parent:

1. Every second weekend beginning Friday at 6:30 p.m. and continuing through Sunday at 8:00 p.m. If any such weekend

Page 7 of 15 pages

visitation shall be preceded or followed by a holiday, then the holiday shall be included as part of the weekend.

2. Christmas, Easter and birthdays shall be shared between Husband and Wife, notwithstanding the visitation rights specifically described herein.

The obligation of Husband to pay to Wife for the support and maintenance of the child shall not abate by reason of the visitation rights provided herein.

ITEM XII

Support and Maintenance of Child

Husband shall pay to Wife the sum of One Hundred Twenty-five Dollars (\$125.00) on the first Friday of each month for the support and maintenance of the minor child, beginning for the same on the first Friday of March, 1981. The obligation of the non-custodial parent to pay support and maintenance for the child shall terminate upon the occurrence of any one of the following events:

1. The death of the child.
2. The child's attainment of eighteen (18) years of age.
3. The child's enlistment in military service.
4. The child's becoming self-supporting by full-time employment exclusive of summer school vacation.
5. Any act of the child which relieves the parent from his or her lawful obligation to contribute to the support of the child.
6. The marriage of the child.

ITEM XIII

Alimony and Support of Wife and Husband

NOTWITHSTANDING THE MUTUAL INTENTIONS OF THE PARTIES AS IT

RELATES TO A VOLUNTARY SEPARATION, HUSBAND AND WIFE HAVE BEEN INFORMED AND EACH IS AGAIN HEREIN INFORMED THAT HE OR SHE MAY BE AWARDED ALIMONY BY THE COURT IN ACCORDANCE WITH HIS OR HER PART, IF ANY, WHICH MAY HAVE CONTRIBUTED TO THIS AGREEMENT TO LIVE SEPARATE AND APART. EACH WILL FOREVER BE PRECLUDED FROM CLAIMING ALIMONY OR ANY FORM OF SUPPORT FOR HIMSELF OR HERSELF FROM THE OTHER. KNOWING THIS, AND UNDER THE ADVICE OF AN ATTORNEY OF HIS AND HER OWN CHOICE, EACH EXPRESSLY AND WITHOUT RESERVATIONS, HEREBY COVENANTS, AGREES, RECITES AND DECLARES AS FOLLOWS:

1. That Wife hereby expressly waives, releases and discharges absolutely and forever, all her right, claim and demand to alimony, alimony pendente lite, support and maintenance for herself from the Husband, now or in the future.
2. That Husband expressly waives, releases and discharges absolutely and forever, all his right, claim and demand to alimony, alimony pendente lite, support or maintenance for himself from the Wife, now or in the future.

ITEM XIV

Dower and Inheritance Rights

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party,

including all interests incident to the marriage relationship, now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under the laws of the State of Maryland and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

ITEM XV

Attorney Fees and Court Costs

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs therefore, including any Master's fee, equally between them.

However, in the event of any intentional or arbitrary breach of the terms of this Agreement, the prevailing party shall be entitled to a reasonable contribution for his or her attorney fees. Court costs in any such action shall be paid by the losing party.

ITEM XVI

Mutual Release

Except as otherwise provided herein, each party does hereby release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or in equity, which either of the parties had or now has against the other. Including but not limited to any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

ITEM XVII

Divorce

The parties have been informed that the following provision has not been determined by the courts as a valid waiver for divorce on any ground which would entitle him or her to an immediate decree of divorce.

Each party expressly waives the right to assert a claim which now exists or may hereafter arise for divorce a vinculo matrimonii or a mensa et thoro for grounds other than voluntary separation or statutory living apart for the requisite period, it being expressly understood that neither party will rely on any such grounds other than voluntary separation or statutory living apart for the requisite period for the purpose of obtaining a divorce or for any other purpose whatsoever. Nothing contained herein shall prohibit or restrict either of the parties from obtaining a divorce on grounds of voluntary separation or statutory living apart for the requisite period.

This Agreement is not intended to be and shall not operate

as a consent or condonation of a decree of divorce except as hereinbefore mentioned.

The provisions herein made shall remain in full force and effect whether or not either party seeks a dissolution of the marriage at any time hereafter. Should a dissolution of the marriage be decreed in any action or proceeding between the parties, this Agreement shall be submitted to the Court for its approval, but shall not be subject to such approval except as it relates to the custody and support of the minor child. This Agreement shall be incorporated into the decree of the Court insofar as the Court shall have jurisdiction, but shall not merge therein, but continue in full force and effect.

ITEM XVIII

Severability

In the event any provision of this Agreement shall be declared null and void by the judgment or decree of any Court, it shall not affect the validity and enforceability of all other provisions of this Agreement.

ITEM XIX

Modification and Waiver

Subject to Order of Court, no modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

ITEM XX

Release

Subject to and except for the provisions of this Agreement,

each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce by reason of the voluntary separation under this Agreement or statutory living apart for the requisite period. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

ITEM XXI

Binding Effect

The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions in this Agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

Each party hereto declares that he or she fully understands the facts and all his or her legal rights and liabilities, and that each believes the Agreement to be fair, just and reasonable and that each signs the Agreement freely and voluntarily.

ITEM XXII

Further Assurances

Each party shall, at all times and from time to time

hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

ITEM XXIII

Entire Agreement

This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or understandings other than those expressly set forth herein. The Agreement shall be interpreted under the Laws of the State of Maryland, except as it may relate to character of the title in real property.

ITEM XXIV

Signatures and Affidavits

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

George E. Emwiler
Witness

Wanda Sue (Emwiler) Burke (SEAL)
WANDA SUE (EMSWILER) BURKE

George E. Emwiler
Witness

Jerry Wayne Burke (SEAL)
JERRY WAYNE BURKE

AFFIDAVIT

I HEREBY DECLARE AND AFFIRM under the penalties of perjury that the contents of the foregoing Property Settlement Agreement are true and correct to the best of my knowledge and belief.

Wanda Sue (Emwiler) Burke
WANDA SUE (EMSWILER) BURKE

STATE OF MARYLAND :
COUNTY OF Montgomery : to wit:

I HEREBY CERTIFY that on this 30th day of March, 1981, before me, a Notary Public of the State and County aforesaid, personally appeared WANDA SUE (EMSWILER) BURKE, known to me to be the person whose name is subscribed to the within instrument and acknowledged the same to be her act and deed.

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

John William Martin
Notary Public

My Commission Expires:

July 1, 1982

AFFIDAVIT

I HEREBY DECLARE AND AFFIRM under the penalties of perjury that the contents of the foregoing Property Settlement Agreement are true and correct to the best of my knowledge and belief.

Jerry Wayne Burke
JERRY WAYNE BURKE

STATE OF MARYLAND :
COUNTY OF Montgomery : to wit:

I HEREBY CERTIFY that on this 30th day of March, 1981, before me, a Notary Public of the State and County aforesaid personally appeared JERRY WAYNE BURKE, known to me to be the person whose name is subscribed to the within instrument and acknowledged the same to be his act and deed.

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

My Commission Expires:

July 1, 1982
Notary Public

LINDA LOU McELROY * No. 18194 Equity
 Plaintiff * IN THE
 vs. * CIRCUIT COURT
 LESLY EDWARD McELROY * FOR
 Defendant * CARROLL COUNTY
 * * * * *

DECREE

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

WHEREUPON IT IS ORDERED this 13th day of ~~March~~ ^{MAY}, 1982, that the Plaintiff LINDA LOU McELROY, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, LESLY EDWARD McELROY; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the infant children of the parties, ALLEN EDWARD McELROY (born July 15, 1975) and STEVEN EVERETT McELROY (born January 29, 1977) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children 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, or her Assignee, the sum of Ten Dollars (\$10.00) per week per child for the support of the infant 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 between the parties dated June 25, 1980 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

Filed May 13, 1982

It is further ORDERED that the costs are waived by reason of Plaintiff's indigency.


 JUDGE

cc: Ralph T. Uebersax, Esq.
 Lesly Edward McElroy, Defendant

VOLUNTARY SEPARATION AGREEMENT

THIS AGREEMENT, made this 25 day of June, 1979, by and between LINDA LOU McELROY, of Westminster, Carroll County, Maryland, hereinafter referred to as "Wife" and LESLEY EDWARD McELROY, of Westminster, Carroll County, Maryland, hereinafter referred to as "Husband".

The parties hereto were married by a religious ceremony on December 21, 1974, in Carroll County, Maryland. There were two (2) children born to the parties during their marital union, to wit: Allen Edward McElroy, born July 15, 1975, and Steven Everett McElroy, born January 29, 1977.

Irreconcilable differences have arisen between the parties and for causes arising prior to this Agreement, the parties are not now and have not been for some time past living together as man and wife. They have reached a verbal agreement settling their respective property rights and the matters of alimony and all other matters growing out of the marriage relationship, and without waiving any ground for divorce which either party may now or hereafter have against the other, they do enter into this written Agreement to formalize their understanding and contract, one with the other.

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:

ITEM ONE: The parties hereto did voluntarily and mutually separate on April 8, 1979, with the intent and purpose of ending the marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily and intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship, and there is no reasonable hope or expectation of reconciliation.

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 party may be subject to allegations of adultery.

ITEM TWO: In consideration of the premises and covenants herein by the Husband and all other considerations in the Agreement, the Wife agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite and support and maintenance for herself of any kind or nature whatsoever to which she may now or hereafter be entitled.

In consideration of the premises and covenants herein by the Wife and all other considerations in the Agreement, the Husband agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite and support and maintenance for himself of any kind or nature whatsoever to which he may now or hereafter be entitled.

ITEM THREE: Each party agrees to be responsible for and to pay his or her own costs and attorney's fees for this Agreement and for any divorce action which may in the future be instituted.

ITEM FOUR: Neither party waives nor condones any cause for divorce which each may have against the other in this State or any other State; and in case of a reconciliation or divorce, the provisions of the Agreement as to the property rights of each shall not be affected, except as herein provided, unless a new Agreement is entered into in writing, mutually revoking and rescinding this Agreement and entering into a new Agreement.

ITEM FIVE: 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 be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims, 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.

ITEM SIX: 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 against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Sections 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, 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 rights 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.

ITEM SEVEN: 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.

ITEM EIGHT: 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 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 hereof.

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

ITEM TEN: The parties have divided all items of personalty jointly or solely owned by them and they are satisfied with said division. All items of personalty now in the possession of

Husband or Wife shall be the sole property of the possessor free from any and all claim of the other with respect thereto.

Wife shall have the care and custody of the minor children of the parties. Husband shall pay unto Wife through the Carroll County Department of Social Services, Bureau of Support Enforcement, the sum of ^{ten} ~~twenty~~ ^{\$10.00} dollars (~~\$20.00~~) per ^{EM L.L.M.} week per child towards the support and maintenance of the minor children of the parties. Husband's obligations for support shall continue with respect to each child until the child dies, becomes age eighteen (18) or becomes self-supporting, whichever shall first occur. Husband shall have the right of having the minor children of the parties for the purposes of visitation at all reasonable times and under reasonable circumstances.

ITEM ELEVEN: The parties have divided all articles of personal clothing and adornment to their mutual satisfaction.

ITEM TWELVE: 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 herein written.

WITNESS:

Ralph Sheehan

Linda Lou McElroy (SEAL)
LINDA LOU MCELROY

T. Bryan McIntire

Lesly Edward McElroy (SEAL)
LESLEY EDWARD MCELROY

- 5 -

ODD PAGES

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 25 day of June, 1979, before me, a Notary Public in and for the State and County aforesaid, personally appeared LINDA LOU MCELROY, 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 Sheehan
Notary Public

My Commission Expires: 7-1-82

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 13th day of June, 1979, before me, a Notary Public in and for the State and County aforesaid, personally appeared LESLEY EDWARD MCELROY, 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



T. Bryan Mc. Stice
Notary Public

My Commission Expires: _____

- 6 -

EVEN PAGES

JANET LORRAINE FRALIN	*	IN THE
Plaintiff		CIRCUIT COURT
vs.	*	FOR
MARTIN L. FRALIN	*	CARROLL COUNTY
Defendant	*	In Equity 18475

* * *

DECREE OF DIVORCE

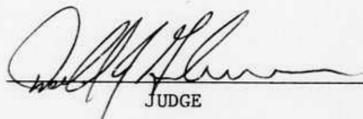
This Court having read and considered all pleadings, motions, and affidavits filed herein, it is this ~~11th~~ ^{13th} day of ~~April~~ ^{May}, 1982, by the Circuit Court for Carroll County ADJUDGED, ORDERED, AND DECREED that the Plaintiff, Janet Lorraine Fralin, is hereby DIVORCED A VINCULO MATRIMONII, from the Defendant, Martin L. Fralin; and it is further

ORDERED that the provisions of the Voluntary Separation and Property Settlement Agreement of the parties dated April 5, 1982, filed herein be and the same is hereby incorporated in this Decree of Divorce; and it is further

ORDERED that the parties are denied alimony by reason of their express waiver thereof; and it is further

ORDERED that Janet Lorraine Fralin be and she is hereby authorized to resume her maiden name, Janet Lorraine Simmons; and it is further

ORDERED that the Plaintiff shall pay the court costs in this proceeding.

3

 JUDGE

RECEIVED IN
 COURT
 MAY 13 2 15 PM '82
 dlh
 CLERK

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this ~~5th~~ ^{5th} day of ~~April~~ ^{April}, 1982, by and between MARTIN LEE FRALIN, of Carroll County, Maryland, herein called "Husband", and JANET LORRAINE FRALIN, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a civil ceremony in Carroll County, Maryland, on November 3, 1978, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about March 26, 1981, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue 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 contemplate 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 the other.

NOW, THEREFORE, in consideration of the premises, 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:

FIRST: Husband and wife have agreed that all of the clothing, personal effects and personal property of each, of whatsoever description, shall be the absolute property of each free of any claim of the other, except as hereinafter provided.

SECOND: That no children were born to husband and wife as a result of this marriage.

THIRD: That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby:

(a) Release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each.

(b) Release and discharge wife from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband, it being the intention hereof that husband hereby expressly forever waives any present or future claim he may have against wife for alimony and/or support for himself.

FOURTH: That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby:

(a) Release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each.

(b) Release and discharge husband from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife, it being the intention hereof that wife hereby expressly forever waives any present or future claim she may have against husband for alimony and/or support for herself.

FIFTH: 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, 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.

SIXTH: 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.

SEVENTH: Each party expressly 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 pay his or her counsel fees and court costs with respect thereto.

EIGHTH: Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

NINTH: In the event of any action in the future by either party hereto against the other for an absolute

JANET ELIZABETH SELBY * IN THE
 Plaintiff * CIRCUIT COURT
 vs. * FOR
 * CARROLL COUNTY
 EARL CLAYTON SELBY * WESTMINSTER, MARYLAND
 Defendant * EQUITY NO. 17270

DECREE

The above entitled cause having come on for hearing, the parties having appeared with counsel and testimony having been taken, it is this 13TH day of MAY, 1982, by the Circuit Court for Carroll County, sitting as a Court in Equity,

ADJUDGED, ORDERED, and DECREED that JANET ELIZABETH SELBY, Plaintiff, be and she is hereby divorced a vinculo matrimonii from EARL CLAYTON SELBY, Defendant, and

It is further ADJUDGED, ORDERED, and DECREED that each of the parties hereto be denied alimony by their express waiver thereof, and

It is further ADJUDGED, ORDERED, and DECREED that the agreement between the parties, dated March 2, 1982 and entered into evidence, is hereby incorporated into and made a part of this Decree, and

It is further ADJUDGED, ORDERED, and DECREED that the costs of this matter be and are hereby waived.

S

RECORDED IN
 CIRCUIT COURT
 MAY 13 2 14 PM '82
 dlh
 CLERK

[Signature]
 JUDGE

ELWOOD E. SWAM
 1326 MAIN STREET
 HAMPSTEAD, MD
 21074
 AREA CODE 301
 374-6601
 235-8908

March 2, 1982

AGREEMENT

It is covenanted, understood and agreed between the parties hereto, namely EARL C. SELBY and JANET E. SELBY, as follows:

1. That in consideration of Janet E. Selby proceeding to obtain a Divorce A Vinculo Matrimonii from Earl C. Selby, the said Earl C. Selby agrees that he will transfer, convey and assign unto Janet E. Selby their marital residence at No. 4036 Rinehart Road, Westminster, Maryland, free and clear of all encumbrances, the said property containing approximately 3/4s of an acre of land, more or less.

2. That the said Janet E. Selby will transfer, convey and assign unto Earl C. Selby an adjacent parcel of land containing approximately 4 acres of land and improved by a shed and rental property.

3. That the said Earl C. Selby will assume the payment of *Earl C. Selby* all outstanding mortgages *and loan account has 23,000.00 at Westminster* on the said 4 acres of land, more or less, *Janet E. Selby* and will hold the said Janet E. Selby harmless from liability therefor.

4. That the said Janet E. Selby hereby agrees to execute and deliver to the said Earl C. Selby a mortgage on the aforesaid 3/4 acre parcel containing the marital residence in the sum of *Ten Thousand Dollars* to be repaid over a period of ten years at the rate of ten percent *Earl C. Selby* (10%) per annum, payable monthly, on a direct reduction basis. *Janet Selby*

5. That the said Earl C. Selby does hereby grant, assign and relinquish all of his right, title, interest and estate in and to all personal property on, in or about the entire property hereinabove described, it being understood and agreed that he has heretofore removed any and all personal property to which he may have any claim or interest.

6. That the terms of this Agreement shall be incorporated in any Decree of Divorce by and between the parties hereto.

7. That each party hereto waives all claim to maintenance, support or alimony.

8. That the parties hereto have voluntarily lived separate and apart, without any cohabitation, since on or about January 1, 1981.

I, EARL C. SELBY, do hereby swear and affirm under the penalties of perjury that the matters and facts set forth above are true.


Earl C. Selby

I, JANET E. SELBY, do hereby swear and affirm under the penalties of perjury that the matters and facts set forth above are true.


Janet E. Selby

Case No. 17270
Plf/Def
EXHIBIT NO. 1
3-1-82 spm

FRANKLIN VICTOR SAUNDERS * IN THE
4517 Canipe Drive * CIRCUIT COURT
Finksburg, Maryland 21048 *
Respondent/Cross-Complainant * FOR
vs. * CARROLL COUNTY
MARIE ADA MAE SAUNDERS *
610 Buckhorn Road * Equity No: 17018
Sykesville, Maryland 21784 *
Complainant/Cross-Respondent *

DECREE

Upon consideration of the pleadings herein and testimony taken on May 6, 1982, it is this 6th day of May, 1982 by the Circuit Court for Carroll County, Sitting in Equity

ORDERED, ADJUDGED and DECREED that the Respondent/Cross-Complainant, FRANKLIN VICTOR SAUNDERS, be and he is hereby divorced A Vinculo Matrimonii from the Complainant/Cross-Respondent, MARIE ADA MAE SAUNDERS; and it is further,

ORDERED that no right of alimony shall accrue unto either of the parties hereto, by virtue of their express waiver thereof; and it is further,

ORDERED that the Complainant/Cross-Respondent, MARIE ADA MAE SAUNDERS, be and she is hereby granted the care and custody of FRANKLIN DOUGLAS SAUNDERS, PAUL MORLEY SAUNDERS, and ROBIN MARIE SAUNDERS, the minor children of the parties, with reasonable rights of visitation to Respondent/Cross-Complainant, FRANKLIN VICTOR SAUNDERS; and it is further,

ORDERED that FRANKLIN VICTOR SAUNDERS pay unto MARIE ADA MAE SAUNDERS the sum of One Hundred Twenty Dollars (\$120.00) every two weeks as child support at the rate of \$20.00 per child per week,

payable through the Bureau of Support Enforcement, 95 Carroll Street, Westminster, Maryland 21157; and it is further,

ORDERED that MARIE ADA MAE SAUNDERS pay unto FRANKLIN VICTOR SAUNDERS the sum of Four Thousand Two Hundred Dollars (\$4,200.00) for the interest in the marital property at 610 Buckhorn Road, Sykesville, Maryland 21784, at the rate of One Hundred Dollars (\$100.00) per month for 42 months and without interest, and upon final payment, the husband shall execute a Deed conveying his interest in the said marital property, said Deed to be held in trust by his attorney of record, Dale R. Reid, and the said, MARIE ADA MAE SAUNDERS, from this date shall be solely responsible for all expenses of the marital property including, but not limited to, mortgage payments, taxes, insurance, maintenance and repairs and all utilities; and it is further,

ORDERED that the pertinent parts of the Separation and Property Settlement Agreement and Addendum between the parties, dated December 8, 1980 and filed in this cause, be and the same is made a part hereof as if fully set forth herein; and it is further,

ORDERED that all parties pay their own attorney's fees; and it is further,

ORDERED that the parties equally share the cost of these proceedings.


JUDGE

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 8th day of December, 1980, by and between MARIE ADA MAE SAUNDERS, hereinafter referred to as the Wife, and FRANKLIN VICTOR SAUNDERS, herein after referred to as the Husband.

WITNESSETH:

WHEREAS, the parties hereto were married on the 18th day of February, 1961, in Sykesville, Maryland and there are three (3) children of this marriage, FRANKLIN DOUGLAS SAUNDERS, born December 21, 1964, PAUL MORLEY SAUNDERS, born September 1, 1971, and ROBIN MARIE SAUNDERS, born July 28, 1976.

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties have voluntarily and mutually agreed to live separate and apart and are now and since the 25th day of June, 1980, have been living separate and apart, and

WHEREAS, it is the desire of the parties hereto to make a full and complete settlement of their property now owned by them and which may be hereafter acquired by them 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 property rights, the custody and support of their children, the right of the wife to support, maintenance and counsel fees and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings herein contained, the parties hereto mutually covenant and agree with each other and for their

EXHIBIT NO. 1
1980

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, and having done so since June 25, 1980, 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 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. Each may reside at such place or places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable.

3. Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of 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 fully and effectually in all respects and for all purposes, as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

4. The Wife hereby further agrees that the Husband shall own, have and enjoy independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other personal property belonging to the Husband and now in his possession,

custody or control with the exception of those items listed in Appendix A hereto attached.

5. The Husband hereby agrees that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property belonging to the Wife and now in her possession, custody or control with the exception of those items listed in Appendix A hereto attached.

6. The parties hereto agree to pay the outstanding bills for those items which they presently have in their sole possession.

7. The parties hereto agree that no further debts will be contracted in the name of the other party, and to hold the other harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter make, and shall neither hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

8. The Husband agrees that for and in consideration of the sum of ^{Rs. ms} Twenty Thousand Dollars and ^{ms} No Cents (\$20,000.00) representing one-half (1/2) of the equity of the parties in the marital home, he shall execute such documents as may be necessary, and at the cost and expense of the Wife, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto the Wife all of his right, title and interest in and to the home property now owned by them as tenants by the entirety in fee simple, and known as 610 Buckhorn Road, Sykesville, Maryland. The Wife shall assume and pay in accordance

with its terms, the existing mortgage held by Carroll County Bank & Trust Company and she shall indemnify and hold harmless the Husband from any and all liability in connection with said mortgage. Upon signing Separation Agreement and Contract of Sale, Husband agrees to vacate 610 Buckhorn Road pending settlement on property.

9. Each party hereby waives and releases to the other party any and all claims, demands, debts, rights or causes of action that he or she may have against the other by reason of any matter, cause or thing whatsoever from the date of the marriage to the date of this Agreement, except as otherwise provided herein.

10. Each party hereby waives, releases and relinquishes unto the other all rights or claims of dower, curtesy, descent, inheritance, distributions and all other rights or claims growing out of the said marriage between them and each shall be forever barred from any and all rights in the estate of the other, whether real, personal or mixed and whether now or hereafter acquired, and each will, upon request of his or her spouse execute good and sufficient release of dower or curtesy to the other spouse, her or his heirs or assigns, or personal representatives or will join upon request, with the spouse or her or his assigns, in executing any deed or deeds to any real property now or hereafter acquired or owned by the other spouse, all at the expense of the spouse so requesting.

11. The Husband hereby agrees that the Wife shall have the care, custody and control of the minor children, Franklin Douglas Saunders, Paul Morley Saunders and Robin Marie Saunders, with the right reserved to the Husband of reasonable visitation, provided, however, that exercise of the visitation privileges by the Husband shall not conflict nor interfere with the school schedule of the children nor with bona fide plans previously made

for their activities, and all such visitation shall be exercised with due regard for the health and general welfare of said children provided 24 hour notice is given prior to visit.

12. The Husband agrees that he will pay unto the Wife for the support and maintenance of each of the three minor children of the parties through the Bureau of Support Enforcement, accounting from and with the first payment being due and payable on the 31st day of December, 1980, the sum of Twenty Dollars (\$20.00) per week, per child, or a total of \$60.00 per week. Said payments with respect to each child shall cease and determine upon the first to occur of any one of the following events as to any such child:

- (a) arrival at age 18, except that if said child shall then be attending high school, the terminal age shall be at graduation;
- (b) marriage, (c) becoming self-supporting; (d) death of said child; or (e) any other emancipation of said child.

13. The Wife or Husband or both hereby waives any and all right to alimony, support and maintenance, and hereby covenants that he/she will not claim now or in the future, any sums of money for the Husband/Wife for alimony, support and/or maintenance.

14. The Wife agrees, if so requested by the Husband, to execute and file joint Federal and State income tax returns for the year 1980, and for any subsequent year during which they shall be Husband and Wife and entitled under the applicable laws and regulations to file a joint return. For each return filed subsequent to those filed for the year 1980, each party shall pay their proportionate part of the tax due that 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. As to the tax returns for the year 1980 the parties hereby agree to equally divide the tax refund resulting from over-payment of taxes. For returns filed for each year subsequent to 1980, each party hereby assigns unto the other that share of any tax refund that may

result from an over-payment in connection with his or her respective earnings or income. The parties agree that they shall claim the minor children as dependents for tax purposes on alternate years. The Husband shall claim them for year 1980, Wife for 1981, etc.

15. The parties hereto further agree that the execution of this document shall in no wise be considered or construed as a waiver of or bar to any cause for divorce which may hereafter accrue, and it is the intention, desire and contract of the parties, that in any divorce now pending or in any divorce action for absolute divorce instituted at any time hereafter by either party, that the parties shall be bound by all terms hereof, and this Agreement be incorporated into any Decree of Divorce and the parties directed to be bound thereby subject to modification by the Court.

16. No modification or waiver by the parties of any of the terms of this Agreement shall be permitted pursuant to Article 16, Section 28 of the Annotated Code of Maryland.

17. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

18. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

19. The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

20. 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 provisions 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.

21. This Agreement shall be subject to and governed by the laws of the State of Maryland, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

22. Each party hereto declares that she or he has read the foregoing Property Settlement Agreement, and that he or she has had the right to independent legal advice by counsel of his or her selection, that each fully understands the facts and has been fully informed of his or her rights and liabilities, and that after such advice and knowledge, each believes the Agreement to be fair, just and reasonable, and that each signs the Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to four (4) counterparts of this Agreement, each of which shall constitute an original, the date first above written.

WITNESS:

William L. August

Marie Ada Mae Saunders (SEAL)
MARIE ADA MAE SAUNDERS

Dale R. Reil

Franklin Victor Saunders (SEAL)
FRANKLIN VICTOR SAUNDERS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement this 5th day of December, 1980.

WITNESS:

William L. MagwoodDale R. ReedMarie Ada Mae Saunders (SEAL)
MARIE ADA MAE SAUNDERSFranklin Victor Saunders (SEAL)
FRANKLIN VICTOR SAUNDERS

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this 11th day of December, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARIE ADA MAE SAUNDERS, 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.

William L. Magwood
Notary PublicMy Commission Expires: 17-1-82STATE OF MARYLAND, COUNTY OF Carroll, to wit:

I HEREBY CERTIFY that on this 8th day of December, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared FRANKLIN VICTOR SAUNDERS, 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.

Dale R. Reed
Notary PublicMy Commission Expires: 1-1-82

DENNIS J. MINOR	:	No. 18315 Equity
Plaintiff	:	in the
vs	:	Circuit Court
SHARON L. MINOR	:	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 18th day of May, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Dennis J. Minor, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Sharon L. Minor; and

Presently, Dennis J. Minor, Jr. and Wesley P. Minor, the minor children of the parties hereto, are in the care and custody of Carroll County Department of Social Services pursuant to Order of this Court in Juvenile Case No. 4685, however, said children are now living with the Plaintiff; and

It is further ADJUDGED, ORDERED and DECREED that the Separation Agreement by and between the parties hereto, dated February 26, 1981 and filed in this cause of action, be and it is 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.

Dale K. Burns
Judge

RECEIVED
MAY 19 1982
CLERK OF COURT
CARROLL COUNTY
MAY 19 1982

SEPARATION AGREEMENT

THIS AGREEMENT, made this 26th day of February, 1980, by and between DENNIS J. MINOR of Carroll County, Maryland herein called "Husband", and SHARON L. MINOR of Baltimore County, Maryland herein called "Wife".

WHEREAS, the parties hereto are now Husband and Wife, having been legally married in Carroll County on August 20, 1977, in Carroll County by a religious ceremony and whereas certain irreconcilable 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 occurred on or about October 5, 1980, 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 contemplate 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,

TEXT

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 and household goods in his possession at the time of this Agreement, and that Wife shall retain as her own property all personal property and household goods in her possession at the time of this Agreement.

AUTOMOBILES

SECOND: It is agreed by and between Husband and Wife that the Husband shall retain as his property free and clear of any claim of the Wife whatsoever the 1976 Torino automobile and that he shall hereinafter assume responsibility for making car payments, if any, and maintaining insurance upon said automobile.

It is further agreed by and between Husband and Wife that the Wife shall upon obtaining full time employment, be entitled to the 1979 Plymouth Arrow automobile and she shall, at such time of employment, assume responsibility for making car payments, if any, and maintaining insurance upon said automobile.

DEBTS

THIRD: It is further 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 of the date of the making of this Agreement.

LEGAL FEES AND COSTS

FOURTH: It is agreed by and between the 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.

WAIVER OF ALIMONY

FIFTH: 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.

CHILDREN

Two children were born to the parties as a result of this marriage, Dennis J. Minor, Jr., born (10-15-78) and Wesley P. Minor (born 10-26-79). The custody of the afore-said minor children is presently under the Department of Social Services for Carroll County pursuant to the order of the Circuit Court for Carroll County in Juvenile Case No. 4685. It is agreed by and between the parties that the Husband may have custody of the minor children subject to his compliance with the orders of the Circuit Court for Carroll County. The Wife shall have such reasonable visitation rights as may be agreed by the parties or as provided in accordance with an order of the Circuit Court for Carroll County.

WAIVER OF CLAIMS

SIXTH: 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

SEVENTH: 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.

INCORPORATION

EIGHTH: In the event any Divorce 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

EIGHTH (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

NINTH: 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 of 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

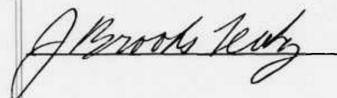
TENTH: In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her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

ELEVENTH: 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:



Dennis J. Minor Sr (SEAL)
DENNIS J. MINOR



Sharon L. Minor (SEAL)
SHARON L. MINOR

STATE OF MARYLAND: to wit:
COUNTY OF CARROLL:

~~1980~~ ¹⁹⁸¹ I HEREBY CERTIFY that on this 26th day of Feb, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Dennis J. Minor, 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, and he acknowledges that the date of separation contained in this Agreement is true and that he voluntarily agreed to separate as of that date and that both parties have in fact lived separate and apart since that date.

My Commission Expires: July 1, 1982

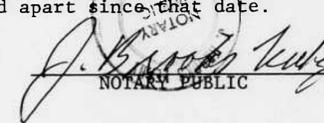

NOTARY PUBLIC

STATE OF MARYLAND: to wit:
COUNTY OF Carroll:

~~1980~~ ¹⁹⁸¹ I HEREBY CERTIFY that on this 26th day of Feb, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Sharon L. Minor, 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, and she acknowledges that the date of separation contained in this Agreement is true and that she voluntarily agreed to separate as of that date and that both parties have in fact lived separate and apart since that date.

My Commission Expires:

July 1, 1982


NOTARY PUBLIC

DIANNE LORRAINE BLIZZARD : No. 18155 Equity
 Plaintiff : in the
 vs : Circuit Court
 MELVIN LEROY BLIZZARD, 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 19th day of May, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Dianne Lorraine Blizzard, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Melvin Leroy Blizzard, Jr.; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Dianne Lorraine Blizzard, be and she is hereby awarded the guardianship and custody of Nathan Andrew Blizzard, the minor child of the parties hereto, with the right unto the Defendant, Melvin Leroy Blizzard, Jr., to have reasonable visitation privileges subject to the provision that no female not related by blood or marriage shall remain overnight with Defendant when the minor child has overnight visitation; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant pay unto the Plaintiff, through the Bureau of Support Enforcement, Carroll County Department of Social Services, 95 Carroll Street, Westminster, Maryland, 21157, the sum of \$35.00 per week, said sum to be paid bi-weekly, plus a service charge of 25% per payment, toward 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 Marital Settlement Agreement by and between the parties hereto, dated October 31, 1980, except as to the provisions for visitation and child

Filed May 20, 1982

support, and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

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

Rule K. Burns
 Judge

CLERK OF COURT
 MAY 20 9 20 AM 1982

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 31st day of October, 1980, by and between DIANNE LORRAINE BLIZZARD, hereinafter called "Wife"; and MELVIN LEROY BLIZZARD, hereinafter called "Husband".

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on January 4, 1973, in Carroll County, Maryland. One child was born to them as a result of their marriage, namely, NATHAN ANDREW BLIZZARD, born March 5, 1977, hereinafter referred to as "Child". Differences have arisen between the parties and they are now and have been since August 20, 1980, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Child, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entirety, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS: The parties agree to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE: Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, releases and releases to the other, any and all rights or interests which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his

CLERKS NOTATION

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property as if her were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under Chapter 794, (1978) Laws of Maryland and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party, as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION: Wife shall have the care and custody of the Child, with the right and privilege of Husband to visit and have the Child with him at all reasonable times and places, and to return said Child to Wife's residence after each and every visit at the expense of the Husband.

4. CHILD SUPPORT: Husband shall pay to Wife, for the support and maintenance of Child, the sum of Twenty-Five (\$25.00) Dollars per week, for the Child, until the first to occur of any of the following events with respect to the Child: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of eighteen (18) years. So long as Husband complies with the provisions of this Paragraph, he shall have the right to claim the Child as his dependent on his income tax returns, and Wife agrees not to declare the Child as her dependent on her income tax returns, for fiscal year 1980 only. The provisions for the child support shall always be subject to any supplementary Orders of the Court depending on Child's needs and Husband's ability to pay.

A. Husband agrees to keep the Child covered for Blue Cross/Blue Shield or equivalent medical insurance until said Child reaches the age of majority and to share equally in any medical expense not covered by insurance, or in the event of the Child's death, in any and all burial expenses incurred as a result of the Child's death; Husband is also to continue coverage for the Wife for medical insurance until the Decree of Divorce is entered.

CLERKS NOTATION

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5. **WAIVER OF ALIMONY:** It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

6. **PAYMENT TO WIFE:** Within thirty (30) days with the execution of this Agreement, Husband shall pay to Wife the sum of Eight Thousand (\$8,000.00) Dollars.

7. **PERSONAL PROPERTY:** Husband and Wife have agreed to a division of personal property located in their residence. The parties agree that all tangible personal property listed on Schedule "A" attached hereto shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband. All tangible property and household chattels remaining in the home shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

8. **MOTOR VEHICLES:** Said prior hereto the parties have transferred their interest in their motor vehicles among themselves:

(a) Husband has transferred all of his interest in 1979 GMC 1/2 Ton Pick-up Truck to the Wife. Wife agrees to hold Husband harmless for any payments which may be due on said motor vehicle. Wife further agrees to maintain necessary insurance at her own cost and expense as well as maintenance and upkeep of said motor vehicle.

(b) Wife has transferred all of her right, title and interest in a 1979 Pontiac TransAm to Husband. Husband will hold Wife harmless for any payments which may be due on said motor vehicle. Husband further agrees to maintain necessary insurance at his own cost and expense as well as maintenance and upkeep of said motor vehicle.

-3-

CLERKS NOTATION

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9. **RESIDENCE:** Husband and Wife reside in a home located at 1238 Deer Park Road, Westminster, Maryland, 21157. Residence is titled in the name of Husband's grandmother, ETHEL MAE BLIZZARD. The parties have heretofore, jointly with the grandmother, signed a mortgage and mortgage note in the approximate amount of Thirty-Five Thousand (\$35,000.00) Dollars for the repairs and improvements to the said home. Husband denies that the residence qualifies as a marital home under the Maryland Marital Property Act.

Simultaneously upon the payment to the Wife the Eight Thousand (\$8,000.00) Dollars as set forth in Paragraph 6 hereinabove, Wife shall convey all of her right, title and interest in and to said property unto Husband and/or his grandmother. The cost of the preparation of the deed and recording of the deed among the Land Records of Carroll County shall be borne by Husband and with no expense to Wife.

Husband agrees to hold Wife harmless for any claim which may arise as a result of default on the mortgage hereinabove referred to. Husband agrees that all such payments from the date of this Agreement will be made solely by him without any obligation on the part of the Wife to assume same. Husband will be responsible to the title holder, ETHEL MAE BLIZZARD, in the event of any claim which she may have as a result of any non-payment, and Husband agrees to hold the Wife harmless from any claim against them by the said ETHEL MAE BLIZZARD.

10. **DEBTS:** Husband agrees to assume to pay all debts listed on Schedule "B" which is attached hereto and shall be a part of this Agreement. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

11. **INCOME TAX RETURNS:** The parties shall file joint Federal and State income tax returns for the calendar year 1980, if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, in the same proportion that

-4-

CLERKS NOTATION

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their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due and/or any refunds, said balances due and/or any refunds shall be equally divided between said Husband and Wife for the tax year 1960; and each party will save and hold the other harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

12. MUTUAL RELEASE AND HOLD HARMLESS: Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself and herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands, whatsoever, in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

13. RESERVATION OF GROUNDS FOR DIVORCE: Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

14. COUNSEL FEES; COURT COSTS: Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the Husband shall pay all court costs thereof, including any Master's fees.

15. MISCELLANEOUS COVENANTS:

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

-5-

CLERKS NOTATION

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B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands and interests arising under the Marital Property Act, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. 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 hereof.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

G. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

CLERKS NOTATION

Documents submitted for record in a condition not permitting satisfactory photographic reproduction.

-6-

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

WITNESS:

Therese L. Blizard
Therese L. Blizard (SEAL)
 Dianne Lorraine Blizard

Melvin L. Blizard
Melvin L. Blizard (SEAL)
 Melvin Leroy Blizard

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 31st day of October, 1982, before me, a Notary Public of the State of Maryland, in and for the City/County of Baltimore, personally appeared DIANNE LORRAINE BLIZZARD, who 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 that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Therese L. Blizard
 Notary Public

My Commission Expires: July 1, 1982

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 31st day of October, 1982, before me, a Notary Public of the State of Maryland, City/County of Baltimore, personally appeared MELVIN LEROY BLIZZARD, who 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 that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

CLERKS NOTATION

Documents submitted for record in a condition not permitting satisfactory photographic reproduction.

Heidi S. Harrison
 Notary Public

My Commission Expires: MEI SUE HARRISON
 NOTARY PUBLIC - BALTIMORE
 My Commission Expires: July 1, 1982

-7-

ALLEN L. GRAY	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR CARROLL COUNTY
CONSTANCE M. GRAY	*	
Defendant	*	Equity No. 18316

 D E C R E E

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

WHEREUPON IT IS ORDERED this 19th day of May, Nineteen Hundred and Eighty-Two, that the above-named Plaintiff, ALLEN L. GRAY, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, CONSTANCE M. GRAY; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant, CONSTANCE M. GRAY, be and she is hereby awarded the guardianship and custody of Jeffrey Allen Gray, with the right unto the Plaintiff, Allen L. Gray, to visit said child 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, ALLEN L. GRAY, be allowed to have the minor child, Jeffrey Allen Gray, every Sunday from 10:00 a.m. to 7:00 p.m., every other holiday and one week during the summer months; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Decree passed by this Honorable Court dated March 27, 1980, Case No. 16136, be and is hereby incorporated into this Decree; and

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

Rule K. Bunn
 JUDGE

Filed May 20, 1982

CONSTANCE MARIA GRAY * NO. 16136 EQUITY
 Plaintiff * IN THE
 vs. * CIRCUIT COURT
 ALLEN LEE GRAY * 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, 1980, that the guardianship and custody of the infant child of the parties, Jeffrey Allen Gray (born August 7, 1978) 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 infant child of the parties, subject to the further order of this Court; and

It is further ORDERED that the final payment of Court costs in these proceedings be waived as per Order of this Court dated the 31st day of May, 1979.

Lula K. Burns
 JUDGE

JANET L. HUGHES * NO. 16967 EQUITY
 Plaintiff * IN THE
 vs. * CIRCUIT COURT
 JAMES W. HUGHES * FOR
 Defendant * CARROLL COUNTY

DECREE

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

WHEREUPON IT IS ORDERED this 19th day of April, 1982, that the Plaintiff, JANET L. HUGHES, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, JAMES W. HUGHES; and

It is further ORDERED that all other issues prayed in the Plaintiff's Supplemental Bill of Complaint be and the same are hereby reserved for future determination by this Court; and

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

Lula K. Burns
 JUDGE

RECEIVED
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MARGARET MCGIFFIN * NO. 18051 EQUITY
 Plaintiff * IN THE
 vs * CIRCUIT COURT
 GERALD BENTON MCGIFFIN * FOR
 Defendant * CARROLL COUNTY

DECREE

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

WHEREUPON IT IS ORDERED this 19th day of May, 1982 that the Plaintiff, MARGARET MCGIFFIN, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, GERALD BENTON MCGIFFIN; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the infant child of the parties, ERIC DAVID MCGIFFIN (born June 6, 1968) be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said child at reasonable times and under proper circumstances in accordance with the Agreements of the parties and subject to the further order of this Court; and

It is further ORDERED that the issue of child support be reserved for future determination by this Court; and

It is further ADJUDGED, ORDERED AND DECREED that the pertinent parts of the Separation Agreement between the parties dated May 10, 1980 and the Addendum thereto dated December 13, 1980, both filed in this cause, be and the same are hereby made a part hereof as if fully set forth herein; and

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

L. R. Bump

JUDGE

filed May 20, 1982

VOLUNTARY SEPARATION
 AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 10th day of May, 1980, by and between GERALD BENTON MCGIFFIN hereinafter referred to as "Husband", and MARGARET MCGIFFIN hereinafter referred to as "Wife":

WITNESSETH:

WHEREAS, the parties hereto are now husband and wife having been legally married by a religious ceremony on the 15th day of October, 1966 in the State of Maryland, County of Montgomery.

WHEREAS, as a result of the said marriage, there was one child born, namely:

ERIC MCGIFFIN, born June 6, 1968.

WHEREAS, certain irreconcilable differences have arisen between the parties, for which they have mutually and voluntarily consented to live separate and apart and will separate on April 27, 1980 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 live separate and apart from that date.

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 the provision of support and maintenance of the minor child of the parties 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 as follows:

JSP/daf

JOHNSON & HELT
 ATTORNEYS AT LAW
 196 PENNSYLVANIA AVENUE
 WESTMINSTER, MD. 21157

TELEPHONE
 848-1000
 876-1070

-1-

GENERAL PROVISIONS

The parties agree that they have voluntarily agreed to separate and will separate on the 27th day of April, 1980 and that the separation is permanent and voluntary and each agrees 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 release the other from any charge or liability from his or her counsel fees.

CUSTODY OF THE MINOR CHILD

The Husband shall have the care and custody of the minor child of the parties. It is the intent of the parties, however, that they shall in future years abide by the desires of the minor child as to whom he should

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wish to reside with, if at all possible. It being their opinion that minor child is reaching an age where such child is able to make a rational and intelligent decision about where he lives.

The Wife shall have the right to visitation with the minor child at such time and place as the parties shall mutually agree.

In the event the parties cannot amicably agree upon the said visitation rights in a reasonable manner, it is agreed that the Wife shall have the right to have the child with her at a minimum of every other weekend beginning on Friday at 7:00 p.m. and continuing through Sunday at 8:00 p.m., and the Wife shall further have the right to have the child with her for a period of at least two week(s) during the summer vacation period, provided that she shall give the Husband at least two months notice in writing in advance for such visitation.

In addition to the preceding provisions for visitation, the child shall alternate the following holidays spent with one parent in 1980, and alternate each year thereafter

- (a) New Years Eve and New Years Day considered one holiday.
- (b) Good Friday through Easter Sunday at the above times, considered one holiday.
- (c) Memorial Day Weekend, considered one holiday.
- (d) July 4th.
- (e) Labor Day Weekend, considered one holiday.
- (f) Thanksgiving Weekend, considered one holiday.
- (g) Christmas Eve.
- (h) Christmas Day.

The child shall spend alternate birthdays with each parent.

The Wife shall be responsible for picking up the child for the visitation period. It is understood and agreed, however, that neither of the parties shall come to the premises of the other for visitation without a prior telephone call or other prior arrangements. Wife and husband agree

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to keep each advised of their addresses, and of any changes in their addresses.

SUPPORT AND MAINTENANCE OF
THE MINOR CHILD

The Husband and Wife agree that no child support shall be paid by the Wife at this time. This Agreement is based on the assumption by the Wife of various outstanding liabilities of the parties, as described more specifically hereafter in the paragraph entitled "Outstanding Indebtedness". It is understood that said liabilities are being paid by the Wife in lieu of an actual cash child support payment.

DISPOSITION OF PERSONAL PROPERTY

The parties are the owners of various jointly owned household goods and property located at the parties residence at 3200 Hooper Road, New Windsor, Maryland. The parties agree that prior to their separation they will divide all such jointly owned personal property between them to their mutual satisfaction. Thereafter all jointly owned personal property in the possession of the Husband shall be the sole and exclusive property of the Husband, free and clear of any interest of the Wife and all jointly owned personal property in the possession of the Wife shall be the sole and exclusive property of the Wife, free and clear of any interest of the Husband.

The Husband and Wife agree that the clothing, personal effects and personal property of the other of whatsoever description shall be free of the claim of the other.

DISPOSITION OF AUTOMOBILES

Husband hereby transfers and assigns unto the Wife, all of his right, title and interest in and to the 1979 Pontiac, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. Wife shall pay the cost, if any, for the transfer of title. Wife agrees to assume the payments for said automobile, payable to Carroll County Bank.

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Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to the 1977 Ford Truck. Husband agrees to assume the payments for said truck payable to Equitable Trust Company.

DISPOSITION OF BANK ACCOUNT

Wife hereby transfers unto the Husband and the parties minor child all of her right, title and interest in and to the Savings account at Equitable Trust Company in the names of the Husband and minor child.

DISPOSITION OF REAL PROPERTY

The parties own as tenants by the entireties the real property known as 3200 Hooper Road, New Windsor, Maryland. The Husband shall have the right to occupy the residence on that property with the minor child for a period of one year from the date of this Agreement.

At the end of the one year period the real property shall be sold, unless both parties shall agree that the Husband should remain in the house with the minor child. Husband would then be entitled to remain in the house, for so long as both parties should agree that he should do so.

During the period of the Husband's occupancy of the house the Husband shall pay all of the expenses in connection with the real estate including but not limited to mortgage payments, taxes, insurance and all utilities furnished to the residence and shall further keep the property in good order and repair and pay the cost of all necessary repairs to the property. Husband shall indemnify and hold harmless the Wife from any and all liability in connection with the expenses assumed herein.

Upon termination of the Husbands right to occupy the property the house shall be sold by such method of sale as the parties shall elect, or if the parties are unable to agree, by the appropriate Court of this state. The proceeds from the sale of the property after deduction of all of the expenses of the sale and all jointly made liens and encumbrances shall be divided equally between the parties.

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WAIVER OF ALIMONY

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, 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.

OUTSTANDING INDEBTEDNESS

The Husband agrees to assume and pay the following obligations of the parties and to indemnify and hold harmless the Wife from any and all liability in connection therewith:

Equitable Trust Loan for Truck - monthly payment \$133.00
Penneys Bills

The Wife agrees to assume and pay the following obligations of the parties and to indemnify and hold harmless the Husband from any and all liability in connection therewith:

Amoco - balance approximately \$195.00
Hutzlers - balance approximately \$44.00
Hess - balance approximately \$30.00
Equitable Trust Homeowners Loan - \$116.00
Carroll County Bank loan for Pontiac automobile

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

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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 annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or annulment 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 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

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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 in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of the 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 hereto 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 interpreted 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, that all of

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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.

Except as otherwise provided herein each of the parties hereto himself or herself and his or her respective heirs, personal representatives and assigns releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978), Laws of Maryland, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

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.

WITNESS the hands and seals of the parties.

WITNESS:

J. L. Helm

Gerald B. McGiffin
GERALD BENJON MCGIFFIN

James S. Parker

Margaret McGiffin
MARGARET MCGIFFIN

JOHNSON & HELT
ATTORNEYS AT LAW
196 PENNSYLVANIA AVENUE
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STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, that on this 10th day of May, 1980, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared GERALD BENTON MCGIFFIN, 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.

H. L. Boh
NOTARY PUBLIC

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 23rd day of April, 1980, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARGARET MCGIFFIN, 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.

WITNESS my hand and Notarial Seal.

Jan L. Parker
NOTARY PUBLIC
Commission expires 7-1-82

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ATTORNEYS AT LAW
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ADDENDUM AND AFFIRMATION OF
VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

This Agreement made this 13th day of December, 1980, by and between GERALD BENTON MCGIFFIN, hereinafter referred to as the Husband and MARGARET MCGIFFIN, hereinafter referred to as the Wife.

WHEREAS, on May 10, 1980 the husband and wife executed a Voluntary Separation and Property Settlement Agreement in which they acknowledged that they had voluntarily separated on April 27, 1980.

WHEREAS, said parties also provided in said agreement for the equitable division of assets, the maintenance of the minor child of the parties and for the resolution of other rights and obligations arising out of the marital relationship.

WHEREAS, subsequent to the execution of the aforesaid agreement in August 1980 the parties reconciled for a brief period in August 1980 and are now separated once again.

WHEREAS, the parties wish to establish their voluntary separation at the end of said period of reconciliation.

WHEREAS, the parties further wish to reaffirm the provisions of the aforesaid Voluntary Separation and Property Settlement Agreement and to state that none of the provisions shall be annulled, abrogated or canceled by reason of said reconciliation.

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 as follows:

JSP/daf

JOHNSON & PARKER, P.A.
ATTORNEYS AT LAW
196 PENNSYLVANIA AVENUE
WESTMINSTER, MD. 21157

TELEPHONE
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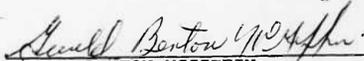
EVEN PAGES

1. The parties agree that they voluntarily agree to separate and have separated on or before September 1, 1980 and further that the separation is permanent and voluntary and each agrees to live separate and apart in separate places of abode without cohabitation and that there is no reasonable expectation of a reconciliation.

2. That in all other respects the Voluntary Separation and Property Settlement Agreement between the parties dated May 10, 1980 shall continue in full force and effect without any modification or amendment thereto.

3. That none of the provisions of said Voluntary Separation and Property Settlement Agreement shall be canceled, annulled, or modified by reason of the reconciliation of the parties in August 1980 and the parties hereby reaffirm the provisions set forth herein.

In witness whereof, the parties have hereunder set their hands and seals the day and year first written above.

 WITNESS	 GERALD BENTON MCGIFFIN
 WITNESS	 MARGARET MCGIFFIN

JOHNSON & PARKER, P.A.
ATTORNEYS AT LAW
196 PENNSYLVANIA AVENUE
WESTMINSTER, MO. 21157

TELEPHONE
848-1000
876-1070

-2-

ODD PAGES

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, that on this 8th day of December, 1980, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared, MARGARET MCGIFFIN, 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.

WITNESS my hand and Notarial Seal.


NOTARY PUBLIC

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, that on this 13th day of December, 1980, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared, GERALD BENTON MCGIFFIN, 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.


NOTARY PUBLIC

JOHNSON & PARKER, P.A.
ATTORNEYS AT LAW
196 PENNSYLVANIA AVENUE
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-3-

EVEN PAGES

PATRICIA ANNE NICKOLES : No. 18253 Equity
 Plaintiff : in the
 vs : Circuit Court
 LEONARD FRANCIS NICKOLES : 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 19th day of May, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Patricia Anne Nickoles, be and she is hereby divorced "A MENSA ET THORO" from the Defendant, Leonard Francis Nickoles; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Patricia Anne Nickoles, be and she is hereby awarded the guardianship and custody of Clara Weller Nickoles, the minor child of the parties hereto, with the right unto the Defendant, Leonard Francis Nickoles, to visit said child 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 Defendant pay unto the Plaintiff, through the Bureau of Support Enforcement, Carroll County Department of Social Services, 95 Carroll Street, Westminster, Maryland, 21157, the sum of \$35.00 per week, plus a service charge of 25¢ per payment, toward the support of the minor child of the parties, subject to the further Order of this Court; and

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

Paul R. Burn
 Judge

Filed May 20, 1982

BETTY A. GIBSON :: No. 18271 Equity
 Plaintiff :: in the
 vs :: Circuit Court
 ROBY M. GIBSON :: 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 19th day of May, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Betty A. Gibson, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Roby M. Gibson; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Betty A. Gibson, be and she is hereby awarded the guardianship and custody of Vickie Lynn Gibson, the minor child of the parties hereto, with the right unto the Defendant, Roby M. Gibson, to visit said child 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 Defendant pay direct unto the Plaintiff the sum of \$20.00 per week toward 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 Separation Agreement by and between the parties hereto, dated December 31, 1981 and filed in this cause of action, be and it is 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.

Paul R. Burn
 Judge

Filed May 20, 1982

12/28/81 RNH/mlb

THIS AGREEMENT, made this 31st day of December, 1981, by and between BETTY A. GIBSON, hereinafter called "Wife", party of the first part, and ROBY M. GIBSON, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on February 18, 1967, in Carroll County, Maryland, and one child was born to them as a result of the marriage; namely, VICKIE LYNN GIBSON, born March 14, 1967.

On April 6, 1980, 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 property, personal and marital rights, the custody and support of their minor child, 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 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

77 EXH 1

of terminating the marriage, and having done so since April 6, 1980, 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. Wife shall have the care and custody of the minor child of the parties hereto with the right and privilege unto Husband to visit with and have said child with him at all reasonable times. Husband shall pay unto Wife for the support, maintenance, education and general welfare of the infant child the sum of Twenty Dollars (\$20.00) per week. Said payments shall cease and terminate upon the first to occur of any one of the following events as to said child: (a) arrival at age eighteen (18) except that if the said minor child shall then be attending high school at the time of arrival at age eighteen (18), such payments shall continue until said child shall graduate from high school; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

4. Wife agrees to carry and keep in force her present hospitalization and medical insurance on the Husband until the date of any Decree of Divorce that may be entered between the parties hereto. This obligation is contingent upon Wife's employer continuing to provide said coverage for Wife.

5. 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.

The parties furthermore covenant and agree that each shall retain any and all bank accounts, securities, motor vehicles, etc. as each party may now have in his or her respective names.

6. Wife shall be entitled to claim the minor child of the parties as a dependent for Federal and State income tax purposes for the tax year of 1981 and for all years thereafter.

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 be, or 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. 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.

9. 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.

10. 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 against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Sections 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, 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 rights 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.

11. 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, cancellation, 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.

12. 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. Notwithstanding any incorporation, this Agreement shall not be merged in any such Decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties and their respective heirs, personal representatives and assigns.

13. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this Agreement, and that each has been fully informed as to the financial and other circumstances of the other. Each signs this Agreement freely and voluntarily and has had the opportunity to seek the advice of independent counsel. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

Husband further acknowledges that he is aware that R. Neal Hoffman prepared this Agreement as counsel for Wife alone, and that said attorney has not and does not represent him and that he has made no representation to him other than by these presents advising him that he should have independent counsel of his own choosing and that he is counsel for Wife alone.

14. 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.

15. 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.

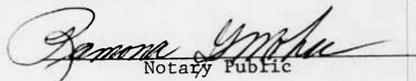
Ramon Gibson *Betty A. Gibson* (SEAL)
Witness: BETTY A. GIBSON

Ramon Gibson *Roby M. Gibson* (SEAL)
Witness: ROBY M. GIBSON

STATE OF MARYLAND, Baltimore COUNTY, to wit:

I hereby certify that on this 31st day of December, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared BETTY A. GIBSON, 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.

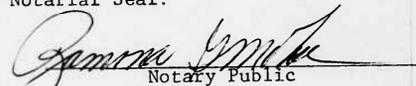
Witness my hand and Notarial Seal.


Notary Public

STATE OF MARYLAND, Baltimore COUNTY, to wit:

I hereby certify that on this 31st day of December, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ROBY M. GIBSON, 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.


Notary Public

RALPH EUGENE PIFER	:	No. 18226 Equity
Plaintiff	:	in the
vs	:	Circuit Court
SHEILA ELAINE PIFER	:	for
Defendant	:	Carroll County

DECREE

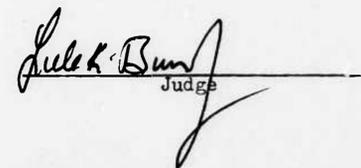
This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 24th day of May, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Ralph Eugene Pifer, be and he is hereby divorced "A MENSA ET THORO" from the Defendant, Sheila Elaine Pifer; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Ralph Eugene Pifer, be and he is hereby awarded the guardianship and custody of Elaine Marie Pifer, the minor child of the parties hereto, with the right unto the Defendant, Sheila Elaine Pifer, to visit said child 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 matter of child support be and it is hereby reserved for future determination; and

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


Judge

Filed May 25, 1982

SUSAN L. ANDERSON : No. 18386 Equity
 Plaintiff : in the
 vs : Circuit Court
 BRUCE F. ANDERSON : 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 24th day of May, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Susan L. Anderson, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Bruce F. Anderson; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Susan L. Anderson, be and she is hereby awarded the guardianship and custody of Scott Foster Anderson, the minor child of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Separation Agreement by and between the parties hereto, dated April 2, 1981 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that Defendant shall pay child support to Plaintiff in accordance with the provisions in said Agreement, subject to the continuing jurisdiction of this Court;

And it is further ADJUDGED, ORDERED and DECREED that Defendant shall have right of visitation with the minor child of the parties as set out in said Agreement, subject to the further Order of this Court;

And, it is further ORDERED that the Plaintiff pay the costs of this proceeding.

Jules K. Burnif
 Judge

Filed May 25, 1982

SEPARATION AGREEMENT

THIS AGREEMENT, made this 2nd day of APRIL, 1981, by and between SUSAN L. ANDERSON, hereinafter called "Wife", Party of the First Part, and BRUCE F. ANDERSON, hereinafter called "Husband", Party of the Second Part.

EXPLANATORY STATEMENT

The Parties were married by a religious ceremony on November 29, 1974, in Baltimore City, Maryland. One child was born to them as a result of the marriage, namely: SCOTT FOSTER ANDERSON, born November 25, 1977.

For causes arising prior hereto, the Parties are not now living as man and wife. On August 13, 1978, the Parties mutually agreed voluntarily to live separate and apart in separate places of abode without any cohabitation, 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 interests to enter into this Agreement to formalize said voluntary separation; to settle their respective property rights and all other matters growing out of their marital relation.

NOW THEREFORE, in consideration of the premises and mutual covenants of each of the Parties, they do hereby, covenant and agree with each other and 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 grounds for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

THE LEGAL COUNCIL
 OF
 WITNESS & SHERMAN, P.A.
 ATTORNEYS AT LAW
 1100 THE MOUNTAIN VIEW
 BALTIMORE, MARYLAND 21201
 TEL. 338-5100

TT 5 x 141

2. The Parties, having heretofore mutually agreed to separate and voluntarily live separate and apart, in separate places of abode without any cohabitation and having done so since August 13, 1978, do hereby expressly agree to continue to do so, and do hereby declare that neither of them has made any bona fide attempt at a reconciliation. 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 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. In consideration of the mutual covenant and agreement of the Parties voluntarily to separate and live apart in separate places of abode without any cohabitation, they hereby waive alimony and their rights to support and maintenance by their respective spouse.

4. The Wife shall have the permanent care and custody of the minor child of the Parties with the right and privilege unto the Husband to visit with and have said child with him at all reasonable times; provided, however, that the exercise of visitation privileges by the Husband shall not conflict nor interfere with bona fide plans previously made for his activities, and all such visitation shall be exercised with due regard for the health and general welfare of the said child.

In addition to the above mentioned reasonable visitation, the Husband shall have specific visitation rights every Sunday, and also on his weekly day-off. Said visitation shall be for not less than eight (8) hours per day.

THE LEGAL CLINIC OF
BIRMINGHAM & COOPER, P.A.
ATTORNEYS AT LAW
3000 15TH AVENUE, SUITE 100
BALTIMORE, MARYLAND 21201
PH 552-6500

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The Husband shall pay unto the Wife, directly, and not through the Probation Department of Baltimore County the sum of Twenty-five (\$25.00) Dollars per week, as and for the support of the said minor child; said payments to cease and terminate as to each child upon the first to occur of the following events:

- A. Death of child, or Husband;
- B. Becoming self-supporting;
- C. Marriage;
- D. At such time as child ceases to be under Wife's care and custody;
- E. Arrival at age 18.

In addition to the above child support provisions, the Father hereby agrees to an escalation of child support, described as follows:

That beginning with January 1, 1982, the child support shall increase annually contingent on the Husband's increase in salary. Said child support shall not increase more than (5%) percent in any particular year, for example: If the Husband receives an increase in his yearly wage, then the Wife shall receive an increase in child support, at a like percentage, however, both parties agree that child support shall not increase beyond five (5%) percent. The adjustment shall be made on the first of January, each and every year, until the child reaches emancipation.

5. In addition to the sums aforesaid as support and maintenance for the said child, the Husband shall pay, as the same are incurred, one-half (1/2) reasonable and necessary medical, dental, nursing and hospital expenses, including, but not limited to, the cost of medicines, drugs, therapy, orthodonty and

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BIRMINGHAM & COOPER, P.A.
ATTORNEYS AT LAW
 3000 15TH AVENUE, SUITE 100
BALTIMORE, MD 21201
 10000 SECURITY BOULEVARD
BALTIMORE, MARYLAND 21201

3.

appliances for said child. The Wife shall, however, discuss the same with the Husband, where the circumstances permit before incurring any extraordinary medical or dental expenses.

The Husband's obligation for medicines and drugs shall not apply to the ordinary patent medicines usually kept in the medicine cabinet of the average house, nor shall it apply to the ordinary medical expenses such as shots, medical and dental check-ups.

This section is intended to apply to those reasonable and necessary medical and dental expenses which would be of a major nature aside from ordinary medical and dental care.

6. 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.

7. The jointly owned bank accounts and savings bonds, if and, of the Parties, have heretofore by mutual agreement, been disposed of and divided to the satisfaction of both Parties.

8. The Wife hereby transfers and assigns unto the Husband all of her right, title and interest, if any she may have, in and to the 1976 Plymouth Duster Automobile, and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in the Husband's name alone.

The Husband hereby transfers and assigns unto the Wife all of his right, title and interest, if any he may have, in and to the 1979 Oldsmobile Omega Automobile, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in the Husband's name alone.

4.

THE LEGAL CLINIC
OF
HAYWARD & GORDON, P.A.
ATTORNEYS AT LAW
4000 W. 10TH AVENUE
BETHESDA, MARYLAND 20814

9. The Husband and Wife agree, if so requested by the other, to execute and file joint Federal and State income tax returns for the year, 1980, 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 which 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.

The parties hereby agree that the Husband shall pay any Federal Income Tax deficient that may be due and owing as a result of the joint filing.

It is further agreed that the Husband shall get the entire proceeds from the State Income Tax refund.

10. The Husband and Wife represent and warrant that with the exception of current monthly charges and the mortgage, there are no joint debts and that the Wife represents and warrants to the Husband that she has not incurred any debts for which the Husband or his estate will be liable subsequent to the date of separation hereinabove referred to. The Husband represents and warrants to the Wife that he has not incurred any debts for which the Wife or her estate will be liable subsequent to the date of separation hereinabove referred to.

The Wife covenants and represents that she will not at any time in the future incur or contract any debt, charge or liability whatsoever for which the Husband, his legal representatives or his property or his estate could or may become liable and the Wife further covenants at all times to keep the Husband free, harmless and indemnified of and from any and all debts, charges and liabilities heretofore or hereafter contracted by her, and to that end the Wife shall turn over to the Husband all existing

5.

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ATTORNEYS AT LAW
4000 W. 10TH AVENUE
BETHESDA, MARYLAND 20814

credit cards which may be in her possession.

The Husband covenants and represents that he will not at any time in the future incur or contract any debt, charge or liability whatsoever for which the Wife, her legal representatives or her property or her estate could or may become liable and the Husband further covenants at all times to keep the Wife free, harmless and indemnified of and from any and all debts, charges and liabilities heretofore or hereafter contracted by him, and to that end the Husband shall turn over to the Wife all existing credit cards which may be in his possession.

11. Each party hereto agrees to pay their own respective attorneys fees for services rendered, or to be rendered in connection with the preparation of this Agreement or in connection with obtaining an absolute decree of divorce.

12. Although there presently exists no hope or expectation of a reconciliation, it is hereby agreed that this Agreement shall not survive, but shall become a nullity should the Parties reconcile at any future date.

13. The Parties hereto hereby declare that it is their intention to settle finally, in accordance with the provisions of Section 28 of Article 16 of the Annotated Code of Maryland (1957) any and all claims of any nature whatsoever which the Parties might each have against the other as a result of their marriage. The Parties acknowledge that each has fully acquainted the other in detail with his or her means, resources and net worth. The Wife acknowledges that she has read and fully understands this Agreement and all of its contents and that although she has been advised by THE LEGAL CLINICS OF BUETTNER & COOPER, P.A. that it is most advisable that she obtain the advice of legal counsel, she has refused to do so and is signing this Agreement of her own free will and accord.

THE LEGAL CLINICS
OF
BUETTNER & COOPER, P.A.
ATTORNEYS AT LAW
1000 DELICIOUS BULLOCK
BALTIMORE, MARYLAND 21201
301.556.1100

6.

14. The Parties hereby agree that they have been advised by counsel or have been notified to seek advice of counsel concerning Courts and Judicial Proceedings Subtitle 6A et sec., of the Annotated Code of Maryland, titled Property Disposition In Divorce And Annulment, commonly referred to as "The Marital Property Act." The Parties further agree that by signing this Agreement they hereby waive any right, title and interest, if any they may have or that may be conferred upon them by virtue of Courts and Judicial Proceedings Subtitle 6A et sec., of the Annotated Code of Maryland, titled Property Disposition In Divorce And Annulment, commonly referred to as "The Marital Property Act."

15. 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 obligation imposed hereby, except by written instrument duly executed.

16. Except for the rights, 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 against the other, and they do hereby further mutually release, waive,

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BALTIMORE, MARYLAND 21201
301.556.1100

7.

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, and interest, direct or indirect, including any right of dower, statutory thirds, halves or legal shares and widow's or widower's rights, 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.

17. The Parties for themselves and their respective heirs, personal representatives, and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or any other right in any property which either of said Parties may now own or hereafter acquire, including the execution and the delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

18. With the approval of any Court of competent jurisdiction in which any divorce proceedings may now be pending or which may be hereafter 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

8.

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.

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

WITNESS:

Rud A. Mallick

Susan L. Anderson (SEAL)
SUSAN L. ANDERSON

Dorothy L. K... ..

Bruce F. Anderson (SEAL)
BRUCE F. ANDERSON

THE LEGAL CLINIC
OF
HUNTER & HUNTER, P.A.
ATTORNEYS AT LAW
4000 DELAWARE AVENUE
BETHESDA, MARYLAND 20814
301 462-1100

9.

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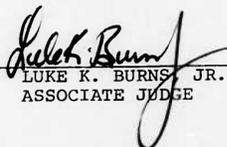
alimony pendente lite in the amount of \$60.00 bi-weekly was decreed by this Court on October 28, 1982. Alimony is to be awarded in accordance with Code, Article 16, Section 1. As indicated above, the Plaintiff is not now employed, but has been seeking employment. She testified that she had worked regularly up to 1970 in kitchen or housekeeping jobs. The husband testified that the couple moved to Florida in February, 1972, remaining there for two years, and that his wife worked for a year in custodial jobs. We see no reason why the wife cannot become employed again in the job market, and accordingly we shall allow her alimony for a period of twelve months from the date of this Order. This decision is based upon the factors set forth in Statute, Section 1(b).

WHEREFORE, it is this 24th day of May, 1982, by the Circuit Court for Carroll County in Equity, ORDERED, that the Plaintiff's Bill of Complaint for Divorce a mensa et thoro, be and the same is hereby granted, and it is

FURTHER ORDERED that the Defendant's Cross Bill of Complaint for Divorce a vinculo matrimonii, be and the same is hereby denied, and it is

FURTHER ORDERED that the Defendant, Christopher William Fredericks, shall pay the sum of Sixty (\$60.00) Dollars, bi-weekly, as alimony directly unto the Plaintiff, Betty Louise Fredericks, for a period of twelve (12) months from the date of this decree, all subject to the further order of this Court, and it is

FURTHER ORDERED, that the costs of these proceedings as taxed by the Clerk of the Court, shall be paid by the Defendant, Christopher William Fredericks.


LUKE K. BURNS, JR.
ASSOCIATE JUDGE

COPIES TO: Jan S. Parker, Esq.
Christopher William Fredericks
Thomas F. Stansfield, Esq.

ODD PAGES

MARTHA H. MATHIS	*	NO. 18339 EQUITY
Plaintiff	*	IN THE
vs	*	CIRCUIT COURT
ROBERT H. MATHIS	*	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.

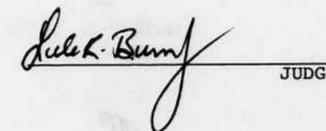
WHEREUPON IT IS ORDERED this 24th day of May, 1982, that the Plaintiff, MARTHA H. MATHIS, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, ROBERT H. MATHIS; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the infant child of the parties, GREGORY ROBERT MATHIS (born August 15, 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 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 One Hundred Dollars (\$100.00) per week for the support of the infant 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 June 22, 1982 and filed in this cause be and the same is hereby 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

Filed May 25, 1982

EVEN PAGES

This Agreement, made this 22nd day of June, 1981, by and between Martha H. Mathis, hereinafter referred to as the "wife", and Robert H. Mathis, hereinafter referred to as the "husband".

WITNESSETH:

EXPLANATORY STATEMENT

The parties were married on March 18, 1972, in Burlington County, New Jersey. There was one (1) child born of this marriage; namely, Gregory Robert Mathis, born August 15, 1974. The parties have mutually agreed to separate and have voluntarily lived separate and apart since February 14, 1981. The parties being irreconcilably estranged, and there being no probability of a reconciliation between them, it is their desire to effect a full, final and complete settlement of their respective rights.

The parties previously resided together at a dwelling known as 705 Horpel Drive, Mt. Airy, Maryland, prior to the time of their separation. This dwelling was and remains marital property.

Now, therefore, in consideration of the premises, and further consideration of the mutual promises, covenants and undertakings hereinafter set forth, and for other good and valuable consideration, the parties agree as follows:

1. Each of the parties hereto have been fully advised and informed of their right to obtain counsel of their choice.
2. The Husband and Wife have heretofore settled all disputes as to household furnishings. They both agree that neither shall make a claim on the other as to household furnishings that they each now possess.
3. The Wife hereby further agrees that the Husband shall have, own and enjoy independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other personal property belonging to the Husband and now in his possession, custody or control.
4. The Husband hereby agrees that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property belonging to the Wife and now in her possession custody or control.
5. The Wife agrees that the Husband shall have, own, and enjoy independent of any claim or right of the Wife, the 1975 AMC Hornet. The Husband hereby agrees that the Wife shall have, own, and enjoy independent of any claim or right of the Husband, the 1971 Buick Skylark.
- 6.1 The parties hereto agree that each will be responsible for one-half of all bills, debts and obligations that have been incurred during their marriage prior to February 1, 1981, but excluding the house mortgage which is discussed in a separate paragraph in this Agreement. The parties agree that they will be responsible for their own debts incurred after February 1, 1981, and further agree that no further debts will be contracted in the name of the other party, and to hold the other harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter make, and shall neither hereafter

secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which may incur for himself or herself.

6.2 The parties expressly waive all provisions of the marital property disposition act, as it relates to real and personal properties acquired during marriage.

7. The parties hereby waive any and all right to alimony, support and maintenance, and hereby covenant that they will not claim now or in the future, any sums of money for themselves for alimony, support and/or maintenance. The provisions of this Agreement are not subject to modification by any Court, pursuant to Article 16, Section 28 of the Annotated Code of Maryland.

8. The Husband hereby agrees that the Wife shall have the care, custody and control of the minor child, Gregory Robert Mathis, with the right reserved to the Husband of reasonable visitation provided, however, that exercise of the visitation privileges by the Husband shall not conflict nor interfere with the school schedule of the child nor with bona fide plans previously made for his activities, and all such visitation shall be exercised with due regard for the health and general welfare of said child.

9. The Husband agrees that he will pay unto the Wife support and maintenance for the minor child of the parties, beginning on the first day of the month after the month in which the house in Mt. Airy, Maryland, is sold. The Husband will pay child support in the amount of One Hundred Dollars (\$100.00) per month, which shall be due on the first of each month. The Husband agrees to pay this child support, plus costs, through the Family Services Division of the Circuit Court, as soon as there is an Order directing him to do so. Until an Order of the court, the Husband agrees to pay this child support directly to the Wife.

10. The parties agree that beginning not later than March 1, 1981, they will make good faith efforts to sell the house, which is located at 705 Horpel Drive, Mt. Airy, Maryland, as soon as possible. When the house is sold, the parties shall equally divide the net proceeds from said sale, and shall direct the settlement attorney to pay each of them with a separate check, each check being for one-half of the proceeds. "Net proceeds" shall be subject to all liens, encumbrances, tax adjustment, commission of sale, contract obligations and \$2,910.00 payable to husband's father for personal loan.

11. The Husband shall have the right to live in the house until such time as it is sold. The Wife agrees to pay for one-half of the utilities for the month of February, 1981. The Husband agrees to pay for all other expenses from February 1, 1981, until such time as the house is sold, and the expenses to be paid by the husband shall include, but not be limited to, the balance of the utility bills for February 1981, and for all further utility bills, all mortgage payments, taxes, and repairs and improvements to the house.

12. Each party hereby waives, releases and relinquishes unto the other all rights or claims of dower, curtesy, descent, inheritance, distributions and all other rights or claims growing out of said marriage between them and each shall be forever barred from any and all rights in the estate of the other, whether real, personal or mixed and whether now or hereafter acquired, and each will, upon request of his or her spouse, execute good and sufficient release of dower or curtesy to the other spouse, her or his heirs or assigns, or personal representatives or will join upon request, with the spouse or her

or his assigns, in executing any deed or deeds to any real property now or hereinafter acquired or owned by the other spouse, all at the expense of the spouse so requesting.

13. Except as otherwise herein provided, each party hereby waives, renounces and releases to the other party any and every common law or statutory right of dower or election, as surviving spouse, to take, claim, demand or receive any share or part of the estate of the other party hereto, and the parties shall have the right to dispose of their property by Last Will and Testament, or otherwise, in their own uncontrolled discretion as if unmarried.

14. No modifications or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

15. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

16. This Agreement shall be subject to and governed by the laws of the State of Maryland, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

17. In the event that either of the parties hereto shall at any future time institute any proceedings against the other with a view toward the obtaining of a divorce, such proceeding shall in no way affect or disturb the covenants and conditions of this Agreement, but to the contrary, said covenants and conditions of this Agreement shall constitute a full and complete understanding in agreement with respect to the settlement of such matters as are herein contained and referred to so far as such divorce proceedings are concerned, and shall survive any future divorce decree and be forever binding and conclusive upon the parties.

18. The parties acknowledge that they have entered into this Agreement freely, voluntarily and without undue influence, fraud, coercion, or misrepresentation of any kind, and further state that they have each of them fully read and understand the nature, meaning and effect of this document.

19. Each party will be responsible for his or her own attorneys fees incurred in connection with the preparation of this Agreement and with obtaining an uncontested divorce and the incorporation of this Agreement into a Court Order. However, each party reserves the right to seek attorney's fees from the other if either of the parties breaches this Agreement.

CLERKS NOTATION

Documents submitted for record in a condition not permitting satisfactory photographic reproduction.

Martha H. Mathis
MARTHA H. MATHIS (SEAL)

Robert H. Mathis
ROBERT H. MATHIS (SEAL)

STATE OF MARYLAND
COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 20th day of June, 1981,
before me, a Notary Public in and for the State and County aforesaid, personally

appeared MARTHA H. MATHIS, who 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 and all other matters contained therein, are true and correct as therein stated and further acknowledged said Agreement to be her free act and deed.

Elaine H. Braver
ELAINE H. BRAVER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

My Commission Expires:

STATE OF MARYLAND
COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 22nd day of June, 1981,
before me, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT H. MATHIS, who 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 and all other matters contained therein, are true and correct as therein stated and further acknowledged said Agreement to be his free act and deed.

M. Edwin Bratcher
M. EDWIN BRATCHER
NOTARY PUBLIC

My Commission Expires July 1, 1982

My Commission expires:

CLERKS NOTATION

Documents submitted for record in a condition not permitting satisfactory photographic reproduction.

GEORGE ALVIN CONDON, SR. : No. 18262 Equity
 Plaintiff : in the
 vs : Circuit Court
 MARYANN CONDON : 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 24th day of May, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, George Alvin Condon, Sr., be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Maryann Condon; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant, Maryann Condon, be and she is hereby awarded the guardianship and custody of Donald Leroy Condon and Nancy Rose Condon, the minor children of the parties hereto, with the right unto the Plaintiff, George Alvin Condon, Sr., 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 \$30.00 per week per child, for a total of \$60.00 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 Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated July 21, 1980 and filed in this cause of action, be and it is 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.

L. K. Burns
 Judge

Filed May 25, 1982

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 21st day of July, 1980, by and between MARYANN CONDON ("Wife") and GEORGE ALVIN CONDON, SR. ("Husband").

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on June 27, 1964, in Carroll County, Maryland. Three children were born to them as a result of their marriage, namely, George Alvin Condon, II (born April 22, 1963), Donald Leroy Condon (born August 1, 1964) and Nancy Rose Condon (born February 13, 1967), hereinafter referred to as "Children" or "Child." Differences have arisen between the parties and they are now and have been since March 4, 1980, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

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

1. The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem

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advisable for his or her sole and separate use and benefit, without and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which he or she may now have or hereafter acquire against the other, and except for the rights specifically or by necessary implication provided in this Agreement, each of the parties hereto, for and on behalf of his or her self, his or her respective heirs, personal representatives and assigns, does hereby 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 against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Sections 3-6A-01 through and including 3-6A-07, and any amendments thereto, of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights, whether said change results from legislative enactment or judicial pronouncement, and each of them does also hereby release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all right, title, interest and claim which he or she might now have, or which he or she may hereafter have, of whatever kind, character or description, in and to any

property, real or personal, that the other may now own or may hereafter acquire, or in respect of which the other now has, or may hereafter have, any rights, title, claim or interest, 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, or in which the other may have any interest, or over which the other may have any power of appointment, at the time of his or her death, or any right to receive or enjoy any legal or equitable right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

3. Wife shall have the care and custody of the Children with the right and privilege of Husband to visit and have the Children with him at all reasonable times and places.

4. Husband shall pay to Wife, for the support and maintenance of each Child, the sum of Thirty Dollars (\$30.00) per week, for a total of Ninety Dollars (\$90.00) per week for three Children, until the first to occur of any of the following events with respect to each Child: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of 18 years or high school graduation, before age 19 years, whichever first occurs.

5. Each party hereby reserves the right which he or she may have against the other for alimony pendente lite, alimony or support and it is expressly provided that this Agreement shall not constitute a waiver or otherwise affect such claims therefor as may arise between the parties.

6. Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will

not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

7. The parties hereby declare that they have heretofore divided their tangible personal property between themselves to their mutual satisfaction except as herein otherwise provided.

8. It is the intention of each of the parties hereto that this Agreement shall be offered in evidence in any divorce proceeding between them which may now be pending or which may hereafter be instituted in any Court of competent jurisdiction, and, to the extent that such Agreement shall be acceptable to the Court, that it shall be incorporated by reference in any decree of absolute divorce which may be passed by the Court.

In the event, however, that the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in its said decree, then, and in that event, the parties agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that, regardless of whether 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 the terms and provisions thereof, shall survive the same and shall continue to be binding upon the parties, and their respective heirs, personal representatives and assigns, for all time.

9. Neither party waives or condones any claim for divorce which either may have against the other, now or at any

time in the future, and each party expressly reserves the right to assert any such claim.

10. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

11. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his or her 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.

12. This instrument sets forth the entire understanding and agreement between the parties, and there exist no warranties, representations, promises, covenants or undertakings other than those expressly set forth herein.

13. In no event shall the acceptance or toleration, by either of the parties hereto, of any breach of any covenant or undertaking contained herein, be construed as a waiver of that covenant or undertaking, or of any subsequent breach thereof, of any other covenant or undertaking contained in this Agreement. It is intended that none of the provisions of the 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; 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. This Agreement, and the respective rights and duties of the parties hereto, shall in all respects be governed by and construed under the laws of the State of Maryland.

WITNESS the hands and seals of the parties hereto.

WITNESS:

Ann B. Fritz Maryann Condon (SEAL)
MARYANN CONDON

Michael S. Levin George Alvin Condon, Sr. (SEAL)
GEORGE ALVIN CONDON, SR.

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 21st day of July 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARYANN CONDON, and made oath in due form of law under the penalties of perjury that the matters and facts hereinbefore set forth are true and acknowledged the foregoing Agreement to be her free and voluntary act and deed.

WITNESS my hand and Notarial Seal.



Ann B. Fritz
NOTARY PUBLIC

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 19th day of JULY 1980, before me, the subscriber, a Notary Public of the State and

County aforesaid, personally appeared GEORGE ALVIN CONDON, SR., and made oath in due form of law under the penalties of perjury that the matters and facts hereinbefore set forth are true and acknowledged the foregoing Agreement to be his free and voluntary act and deed.

WITNESS my hand and Notarial Seal.



Michael S. Levin
NOTARY PUBLIC

ARTHUR JOSEPH WARD : No. 18269 Equity
 Plaintiff : in the
 vs : Circuit Court
 KATHERINE ELIZABETH WARD : 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 MAY, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Arthur Joseph Ward, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Katherine Elizabeth Ward; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant, Katherine Elizabeth Ward, be and she is hereby awarded the guardianship and custody of Katherine Elizabeth Ward, the minor child of the parties hereto, with the right unto the Plaintiff, Arthur Joseph Ward, to visit said child 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 \$50.00 per week toward the support of the minor child of the parties, and, in addition thereto, shall pay medical expenses for said child not covered by insurance; subject to the further Order of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Voluntary Separation and Property Settlement Agreement dated January 14, 1981 and the Amendment thereto dated December 30, 1981 by and between the parties hereto 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.

Dale K. Bunn
 Judge

Filed May 24, 1982

VOLUNTARY SEPARATION
 AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 14th day of January, 1981, by and between ARTHUR JOSEPH WARD hereinafter referred to as "Husband," and KATHERINE ELIZABETH WARD 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 religious ceremony on the 25th day of May, 1973 in the State of Maryland, County of Carroll.

WHEREAS, as a result of the said marriage, there was one child born, namely;

KATHERINE ELIZABETH WARD, born February 20, 1972

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 August 1979 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 the provision of support and maintenance of the minor child of the parties and to settle other rights and obligations arising out of the marital relationship, and to that end, this Agreement is executed and delivered.

JSP/das

JOHNSON & PARKER, P.A.
 ATTORNEYS AT LAW
 106 PENNSYLVANIA AVENUE
 WESTMINSTER, MD. 21157

TELEPHONE
 848-1000
 876-1070

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K.E.W.

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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 as follows:

GENERAL PROVISIONS

The parties agree that they have voluntarily agreed to separate and have separated on August 30th, 1979, and that the separation is permanent and voluntary and each agrees 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 other's 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,

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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 release the other from any charge or liability from his or her counsel fees.

CUSTODY OF THE MINOR CHILD

The Wife shall have the care and custody of the minor child of the parties with the right and privilege unto the Husband to visit with said child at reasonable times and under proper circumstances. Said visitation shall include overnite visitation provided it is conducted under proper circumstances.

In addition the Wife shall have the care and custody of the Husband's son by a prior marriage, David Ward, age 16.

The Husband shall be responsible for picking up the children for the visitation period. It is understood and agreed, however, that neither of the parties shall come to the premises of the other for visitation without a prior telephone call or other prior arrangements. Wife and husband agree to keep each advised of their addresses, and of any changes in their addresses.

SUPPORT AND MAINTENANCE OF THE MINOR CHILDREN

The Husband shall pay unto the Wife for the support and maintenance of the minor children, Katherine Elizabeth Ward and David Ward, the sum of \$50.00 per week, per child for a total of \$100.00 per week. Payments for support shall begin with the signing of this agreement, if not already being made.

All obligations of the Husband to contribute towards support for one of said minor children shall terminate upon the occurrence of one of the following events as to said child:

-3-

JOHNSON & PARKER, P.A.
ATTORNEYS AT LAW
186 PENNSYLVANIA AVENUE
WESTMINSTER, MD. 21157

TELEPHONE
848-1000
876-1070

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- a. arrival at age 18;
- b. marriage;
- c. the child's becoming self-supporting, or
- d. the death of the child or the Husband.

In addition to the aforesaid support, the Husband shall maintain medical insurance on the minor children and shall pay as same are incurred all medical, dental, optical and other similar expenditures of the minor children not covered by insurance. Wife agrees to consult with Husband prior to incurring said expenses unless it is an emergency situation.

Husband shall further maintain a life insurance policy in the minimum amount of \$50,000.00, naming the minor child, Katherine Elizabeth Ward, or the Wife as beneficiaries, so that, in the event of his death, support for the minor child may continue.

Husband's obligation to maintain the aforesaid insurance policies and pay the aforesaid expenses shall continue until the occurrence of the events set forth in the above paragraphs.

Husband shall have the right to claim the minor children as his dependants on all Tax Returns.

INSURANCE FOR THE WIFE

Husband agrees to maintain medical insurance on the Wife until the last to occur of the following events:

- a. the Wife's leaving her employment at K & E Construction Corporation; or
- b. the final divorce of the parties.

DISPOSITION OF PERSONAL PROPERTY

All of the personal property presently located at the Wife's residence at 2310 Hampstead-Mexico Road, with the exception of the mounted animals shall be the sole property of the Wife, free and clear of any interest of the Husband. The Husband agrees to remove the mounted animals from the Wife's

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residence upon reasonable advance notice to the Wife. All of the personal property of the parties presently located at the Husband's residence shall be the sole property of the Husband, free and clear of any interest of the Wife.

DISPOSITION OF AUTOMOBILES

The Husband transfers unto the Wife all of his right, title and interest in and to the 1980 Eagle and 1967 Ford Mustang. The Wife agrees to assume and pay the obligation to Carroll County Bank & Trust Company in connection with the 1980 Eagle and to indemnify the Husband from any and all liability in connection therewith.

DISPOSITION OF REAL PROPERTY

A. Disposition of Deep Creek Lake Property:

The Wife agrees to transfer unto the Husband all of her right, title and interest in and to the cabin owned by the Husband and Wife and another couple at Deep Creek Lake. All of the expenses in connection with the transfer shall be borne by the Husband. Said transfer shall be effected upon the Wife's acceptance of the proceeds of the sale of the 2310 Hampstead-Mexico Road property or the completion of the house to be constructed by the Husband for the Wife as set forth hereafter. Until such time as said transfer is effected, Husband agrees to pay all of the expenses attributable to the parties in connection with the cabin and to indemnify the Wife from any and all liability in connection therewith. Husband agrees to make every effort to have the Wife's name removed from the mortgage on the cabin at the time of the transfer. In the event that the Husband is unsuccessful in having the Wife's name removed from the mortgage, the Husband shall indemnify the Wife from any and all liability in connection with said mortgage.

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K.E.W.*

Husband agrees, however, that the Wife shall have the right to use the cabin for two weeks each year upon thirty days' advance notice to the Husband, for so long as the Husband retains an interest in said cabin.

B. Disposition of Real Property at 2310 Hampstead-Mexico Road:

The parties presently own, as Tenants by the Entireties, the real property known as 2310 Hampstead-Mexico Road, Hampstead, Maryland, which is presently used as residence by the Wife and minor children. Said property is subject to the lien of a First and Second Mortgage to the Hampstead Bank. The Wife shall have the right to occupy said property, rent free, until April, 1981, and thereafter until the property is sold and settled. In April, 1981, the parties agree that they will list said property for sale with a real estate broker, to be selected jointly, at a price to be agreed upon by the parties or, in the event the parties cannot agree on a price, then at a price to be selected by the broker.

During the period of the Wife's occupancy of the home, K & E Construction Corporation shall continue to pay rent for the garage and all other expenses which it is currently paying in connection with the real property. The Wife, during this period, shall keep the property in good order and repair and shall pay all other expenses in connection with the real estate not paid by K & E Construction Corporation.

Husband agrees, during the period of the Wife's occupancy, to pay to the Wife as additional child support, the sum of \$100.00 per week, to be used ^{by} the Wife to pay the expenses in connection with the real property. Upon the sale and settlement of the real property, it is agreed that the regular child support payments set forth in the paragraphs

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K.E.C.*

heretofore entitled "Support and Maintenance of the Minor Children" shall remain at \$50.00 per week, per child.

The proceeds from the sale of the house, after the payment of the expenses of the sale and the discharge of the First and Second Mortgages, shall be paid to the Wife.

At any time prior to the settlement, however, the Wife may, by writing to the Husband instead of accepting said proceeds, elect to have the Husband construct a residence for her. In the event the Wife selects this option, the proceeds from the sale shall be placed in a bank account, subject to withdrawal only upon the signatures of both the Wife and the Husband, and used as necessary for the construction of said residence.

The residence to be constructed by Mr. Ward shall be constructed on one of the lots in the North Brook subdivision to be selected by Mrs. Ward. In the event lots are no longer available in the North Brook subdivision, said residence shall be constructed on a lot of comparable value in the same vicinity. The residence to be constructed shall comply in all respects to the plans attached hereto as Exhibit I, unless modified by agreement of the parties. The Husband agrees to give the Wife a free choice wherever possible as to the materials used in the construction. The residence and lot shall be the sole property of the Wife and shall be conveyed to the Wife free and clear of any liens and encumbrances.

In the event that the cost of building the residence and the lot shall exceed the greater of \$65,000.00 or the proceeds of the sale of the Hampstead-Mexico Road residence, the excess shall be paid by the Wife. In the event that the cost of the lot and the construction of the residence should be less than either \$65,000.00 or the proceeds from the sale of the Hampstead-

OPW

Mexico Road property, then the Husband shall pay to the Wife the difference between the cost of the lot and the residence and the greater of the figures. The Husband shall be entitled to utilize the remaining funds, if any, from the sale of the Hampstead-Mexico Road property to pay all or a portion of said difference to the Wife.

For purposes of this section, the cost of the lot shall be the price paid by the Husband or an entity in which the Husband has an interest to acquire the lot from an unrelated third party.

For the purposes of this section, the cost of construction of the residence shall be the actual price paid by the Husband or an entity in which the Husband has an interest to purchase the labor and materials used in the construction from an unrelated third party, and shall include the cost of any construction financing or any costs related thereto *

EMPLOYMENT OF WIFE

The Wife is currently employed on a full-time basis by K & E Construction Corporation, a Maryland Corporation, hereinafter referred to as the Corporation of which the Husband is the sole owner. It is agreed between the parties that the Wife shall be entitled to retain her present position with the Corporation for so long as the Wife wishes. The Wife will be entitled to receive the salary and benefits which she is presently receiving for a 40 hour work week, plus cost of living increases not to exceed 10 per cent per annum. Said increases shall be put into effect on January 1st of each year, and shall be based on the rise of the Consumer Price Index for the previous twelve months.

For so long as the Wife is employed by the Corporation, the Corporation will continue to pay all of the insurance, repairs and gas expenses in connection with the 1980 Eagle owned
 *Husband agrees not to procure said financing or any expenses in connection therewith unless authorized in writing by the Wife to proceed with construction of said residence, and thereafter, to proceed with said construction with due diligence. it being the intent of the parties to avoid unnecessary construction finance costs.

-8-

by the Wife. In addition, it is agreed that the Wife shall be able to take up to four weeks off, with pay, to have the baby which she is presently carrying.

In the event said Corporation ever goes out of business or shall otherwise be in a position where it is unable to employ the Wife under the terms and conditions set forth herein, the said obligations for the employment of the Wife as set forth here-ⁱⁿ tofore shall be assumed by any other business/which the Husband* shall have^a 75 per cent interest at that time, and which shall be engaged in the same or a similar business to that of K & E Construction Corporation. The Wife agrees to abide by all corporate personnel policies presently in effect, or to become effective in the future

ATTORNEY'S FEES

The Husband agrees to pay the Wife's attorney's fees in connection with the execution and negotiation of this Agreement, not to exceed \$400.00, however.

ALIMONY

The Parties hereby waive any and all right to alimony, support and maintenance, and hereby covenant that they will not claim, now or in the future, any sums of money for themselves for alimony, support and/or maintenance. EXCEPT, that, if either of the parties hereto should become medically certified disabled, ^{of} then the right/that party to seek alimony shall not be waived.

DISPOSITION OF BUSINESS

The Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to the K & E Construction Corporation, and all other ventures in which the Husband is

-9-

*and/or any relative or spouse of the Husband together

currently engaged. Wife agrees to execute any and all documents which shall be necessary to convey her interest to the Husband. The Husband agrees to pay all of the expenses in connection with such transfer.

The Husband agrees to hold the Wife harmless for any and all obligations of K & E Construction Corporation and all other ventures in which the Husband currently is engaged, for which the Wife may be personally liable, including but not limited to the Yorkridge Mortgage and the Taneytown Bank Mortgages and further to indemnify the Wife from any and all responsibility in connection with such obligations. Husband agrees to make efforts to obtain the removal of the Wife's name from the Yorkridge Mortgage and the Taneytown Bank Mortgage subsequent to the execution of this Agreement.

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, 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

-10-

*OK
K.E.W.*

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 provision thereof. This Agreement contains the entire understanding between the parties. It is intended that none of the provisions of this Agreement shall be in any way altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or annulment shall only take place after ^{being} reduced to 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 provisions and terms thereof.

In order to effectuate the covenants and agreements of the 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.

-11-

*OK
K.E.W.*

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 otherwise, 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 in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of the 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

JOHNSON & PARKER, P.A.
ATTORNEYS AT LAW
96 PENNSYLVANIA AVENUE
WESTMINSTER, MD. 21157

TELEPHONE
848-1000
878-1070

-12-

adw
K.E.W.

ODD PAGES

out the provisions hereto 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 interpreted 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, 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.

Except as otherwise provided herein each of the parties hereto himself or herself and his or her respective heirs, personal representatives and assigns releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978), Laws of Maryland, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital

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-13-

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K.E.W.

EVEN PAGES

property, if any.

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.

WITNESS The hands and seals of the parties.

WITNESS:

[Signature]

[Signature]

Arthur J. Ward

 ARTHUR JOSEPH WARD
Katherine Elizabeth Ward

 KATHERINE ELIZABETH WARD

JOHNSON & PARKER, P.A.
 ATTORNEYS AT LAW
 106 PENNSYLVANIA AVENUE
 WESTMINSTER, MD. 21157

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 848-1000
 876-1070

-14-

A.J.W.
K.E.W.

ODD PAGES

STATE OF MARYLAND, COUNTY OF CARROLL, to Wit:

I HEREBY CERTIFY, that on this 14th day of January, 1981, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared ARTHUR JOSEPH WARD, 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.



William J. Johnson

 NOTARY PUBLIC

STATE OF MARYLAND, COUNTY OF CARROLL, to Wit:

I HEREBY CERTIFY that on this 13th day of January, 1981, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared KATHERINE ELIZABETH WARD, 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.

WITNESS my hand and Notarial Seal.



James S. Parker

 NOTARY PUBLIC

JOHNSON & PARKER, P.A.
 ATTORNEYS AT LAW
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 876-1070

-15-

A.J.W.
K.E.W.

EVEN PAGES

LIBER 18 PAGE 367

CONSENT TO AGREEMENT BY
K & E CONSTRUCTION CORPORATION

As some of the obligations to the Wife in this Agreement are to be carried out and fulfilled by K & E Construction Corporation, K & E Construction Corporation hereby joins in and consents fully to all terms and conditions and obligations set forth in the Voluntary Separation and Property Settlement Agreement heretofore.

K & E Construction Corporation
BY: Arthur Joseph Ward Pres
ARTHUR JOSEPH WARD

JOHNSON & PARKER, P.A.
ATTORNEYS AT LAW
196 PENNSYLVANIA AVENUE
WESTMINSTER, MD. 21157

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876-1070

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K.E.W.

ODD PAGES

LIBER 18 PAGE 368

AMENDMENT TO
VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AMENDMENT, made this ^{30th} day of December, 1981, by and between ARTHUR JOSEPH WARD (hereinafter referred to as "Husband") and KATHERINE ELIZABETH WARD (hereinafter referred to as "Wife") to the Voluntary Separation and Property Settlement Agreement between them dated January 14, 1981:

W I T N E S S E T H:

WHEREAS, the parties have heretofore agreed to cancel and annul sub-paragraph B. entitled Disposition of Real Property at 2310 Hampstead-Mexico Road of the paragraph entitled DISPOSITION OF REAL PROPERTY of the Voluntary Separation and Property Settlement Agreement dated January 14, 1981 and to substitute therefor the terms and conditions as hereinafter set forth.

NOW, THEREFORE THIS AGREEMENT WITNESSETH: That for and in consideration of the cancellation of the obligations of the parties, each to the other, as set forth in sub-paragraph B. Disposition of Real Property at 2310 Hampstead-Mexico Road of the paragraph entitled DISPOSITION OF REAL PROPERTY and the promises and undertakings of the parties, each to the other, as hereinafter set forth the parties agree as follows:

1. That the Wife will convey to the Husband the land and improvements known as 2310 Hampstead-Mexico Road, in the Sixth Election District of Carroll County, Maryland presently owned by the parties as tenants by the entireties for which the Husband shall pay to the Wife the sum of Forty Thousand Dollars (\$40,000.00) and will assume sole responsibility for the payment of the loans to the parties from Hampstead Bank of Carroll County, Maryland secured by First and Second Mortgages on said property.

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EVEN PAGES

Husband further agrees to indemnify and hold Wife harmless on account of said loans and mortgages. Husband will pay Wife's capital gains tax on any non-deferable portion of long term capital gain to Wife generated by the sale of her interest in the property to him and the reinvestment of the proceeds of sale in the property described in paragraph 2 hereof.

2. Simultaneously with the conveyance of Wife's interest in 2310 Hamstead-Mexico Road aforesaid, to Husband, Wife will purchase from K & E Construction Corporation, the house and lot known as 1734 Indian Court, Hampstead, Maryland being also known as Lot No. 22 on a Plat entitled "Plat of Section One of Arched Bow Valley", Sheets 1 and 2 of 2, which plats are recorded among the Land Records of Carroll County, Maryland in Plat Book No. 23, pages 87 and 88.

3. The parties agree that the sub-paragraph entitled "B. Disposition of Real Property at 2310 Hampstead-Mexico Road" of the paragraph entitled DISPOSITION OF REAL PROPERTY of the Agreement between them dated January 14, 1981 is hereby cancelled and annuled and the foregoing terms and conditions are hereby substituted therefor.

4. That the other terms and conditions of the Voluntary Separation and Property Settlement Agreement between the parties dated January 14, 1981 shall not be affected by this Amendment.

WITNESS the hands and seals of the parties hereto
this 30th day of December, 1981.

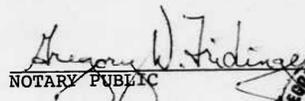
WITNESS:

	 ARTHUR JOSEPH WARD (SEAL)
	 KATHERINE ELIZABETH WARD (SEAL)

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY, that on this 30th day of DECEMBER, 1981, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared ARTHUR JOSEPH WARD, and acknowledged that he executed the foregoing Instrument for the purposes therein recited and contained.

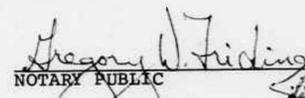
WITNESS my hand and notarial seal.


NOTARY PUBLIC


STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY, that on this 30th day of DECEMBER, 1981, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared KATHERINE ELIZABETH WARD, and acknowledged that she executed the foregoing Instrument for the purposes therein recited and contained.

WITNESS my hand and notarial seal.


NOTARY PUBLIC


FLORENCE E. WALLACE	*	NO. 18371 EQUITY
Plaintiff	*	IN THE
vs	*	CIRCUIT COURT
CHARLES E. WALLACE	*	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 May, 1982, that the Plaintiff, FLORENCE E. WALLACE, be and she is hereby divorced " A VINCULO MATRIMONII" from her husband, the Defendant, CHARLES E. WALLACE; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the infant child of the parties, KATHLEEN RENEE WALLACE (born October 28, 1980) 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 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 Thirty-five Dollars (\$35.00) per week for the support of the infant 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 July 15, 1981 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

Filed May 26, 1982

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

Rule K. Burns
JUDGE

VOLUNTARY SEPARATION AGREEMENT

THIS AGREEMENT, made this 15th day of July, 1981, by and between FLORENCE E. WALLACE, of Eldersburg, Carroll County, Maryland, hereinafter referred to as "Wife" and CHARLES E. WALLACE, OF Sykesville, Carroll County, Maryland, hereinafter referred to as "Husband".

The parties hereto were married by a religious ceremony on November 15, 1975, in Carroll County, Maryland. There was one child born to the parties during their marital union, to wit: Kathleen Renee Wallace, born October 28, 1980.

Irreconcilable differences have arisen between the parties and for causes arising prior to this Agreement, the parties are not now and have not been for some time past living together as man and wife. They have reached a verbal agreement settling their respective property rights and the matters of alimony and all other matters growing out of the marriage relationship, and without waiving any ground for divorce which either party may now or hereafter have against the other, they do hereby enter into this written Agreement to formalize their understanding and contract, one with the other.

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:

ITEM ONE: The parties hereto did voluntarily and mutually separate on March 11, 1981, with the intent and purpose of ending the marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily and intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship, and there is no reasonable hope or expectation of reconciliation.

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5/4/81
FW

C.W.

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 way 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 party may be subject to allegations of adultery.

ITEM TWO: In consideration of the premises and covenants herein by the Husband and all other considerations in the Agreement, the Wife agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite, and support and maintenance for herself of any kind or nature whatsoever to which she may now or hereafter be entitled.

In consideration of the premises and covenants herein by the Wife and all other considerations in the Agreement, the Husband agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite, and support and maintenance for himself of any kind or nature whatsoever to which he may now or hereafter be entitled.

ITEM THREE: Each party agrees to be responsible for and to pay his or her own Court costs and attorney's fees for this Agreement and for any divorce action which may in the future be instituted.

ITEM FOUR: Neither party waives nor condones any cause for divorce which each may have against the other in this State or any other State; and in case of a reconciliation or divorce, the provisions of the Agreement as to the property rights of each shall not be affected, except as herein provided, unless a new Agreement is entered into in writing, mutually revoking and rescinding this

C.W.

C.W.

Agreement and entering into a new Agreement.

ITEM FIVE: Husband and Wife covenant and agree with the other that they will not at any time and have not since the date of separation contracted 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 be, or 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.

ITEM SIX: 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 against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Sections 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of

this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, 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 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 rights 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.

ITEM SEVEN: 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.

ITEM EIGHT: 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.

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

ITEM TEN: The parties have agreed upon a division of all items of personalty jointly or solely owned by them and they are satisfied with said division. All items of personalty now in the possession of Husband or Wife shall be the sole property of the possessor free from any and all claim of the other with respect thereto.

Husband agrees to give unto Wife the sum of Five Hundred Dollars (\$500.00) in cash, certified check or bank treasurer's check at the time of the execution of this Agreement.

Husband agrees to contribute unto Wife the sum of One Hundred Thirty Dollars (\$130.00) as tuition for one semester at Catonsville Community College should Wife enroll in said college.

Husband agrees to pay and to be solely responsible for and to hold Wife harmless and to indemnify her with respect to any liability for all bills, accounts, debts and obligations incurred by the parties jointly or individually prior to March 11, 1981, save and except the account at Leggett Department Store which shall be the responsibility of Wife solely.

Husband and Wife agree to equally divide all checking, savings and bank accounts held by them prior to March 11, 1981.

Husband shall have as his sole property the 1975 truck and Wife agrees to execute such documents as may be necessary to effect the transfer of same.

Wife shall have as her sole property the 1975 Toyota auto-

mobile and Husband agrees to execute such documents as may be necessary to effect the transfer of same.

ITEM ELEVEN: Husband and Wife agree that Wife shall have the care, custody and guardianship of the minor child of the parties. Husband shall have the right to have said minor child for the purpose of visitation at reasonable times under proper circumstances. Husband shall notify Wife of his intention to visit with said child at least twenty-four hours prior to any planned visitation. As a minimum, Husband shall have the right to have said minor child for the purpose of visitation as follows:

(1) One day weekly until said child attains age three.

(2) After said child is age three, one day weekly in addition to every other weekend from Friday evening until Sunday evening until said child attains age five.

(3) After said child is age five, two weeks each summer in addition to the visitation noted above.

Husband and Wife agree to permit the minor child to spend October 29 and December 26 of each year with Husband for the purpose of visitation.

Husband agrees to pay unto Wife the sum of Thirty-five Dollars (\$35.00) weekly as a contribution towards the support of the minor child. Husband agrees to maintain for the benefit of Wife and child until a Decree of Final Divorce is obtained and thereafter upon child, such Blue Cross Blue Shield medical, dental, etc. insurance the same as he now maintains through his employment. Husband agrees to pay two-thirds of all medical, optical or dental expenses for the minor child of the parties that are not covered by his medical insurance. Husband shall, if practical, be consulted prior to the incurring of medical, optical, dental, etc. expenses for said child; and he may at his option and expense,

seek a second opinion concerning the necessary treatment.

Husband shall deposit the sum of One Hundred Dollars (\$100.00) annually, on the anniversary of this Agreement, and for seventeen years thereafter, in an interest-bearing bank account for the sole benefit of his minor child. Should Husband fail to deposit the One Hundred Dollars (\$100.00) annually as agreed, he shall be personally liable for One Thousand Eight Hundred Dollars (\$1,800.00) plus interest, said liability to become effective on the eighteenth anniversary of this Agreement. Husband shall present the savings account book unto Wife annually upon her demand.

Husband's obligation to support said child and to maintain Blue Cross Blue Shield insurance and to pay two-thirds of all medical expenses for said child shall be in effect until said child attains age eighteen, marries, dies or becomes self-supporting, whichever shall first occur.

ITEM TWELVE: The parties have divided all articles of personal clothing and adornment to the mutual satisfaction.

ITEM THIRTEEN: 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:

Raymond A. Martin

Louise A. Martin

Florence E. Wallace (SEAL)
FLORENCE E. WALLACE

Charles E. Wallace (SEAL)
CHARLES E. WALLACE

-7-

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 15th day of July, 1981, before me, a Notary Public in and for the State and County aforesaid, personally appeared FLORENCE E. WALLACE, 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.

Raymond A. Martin
Notary Public
My Commission Expires: 7-1-82

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 14th day of July, 1981, before me, a Notary Public in and for the State and County aforesaid, personally appeared CHARLES E. WALLACE, 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.

Louise A. Martin
Notary Public
My Commission Expires: 7-1-82

-8-

JACKIE ARTHUR HOFFMAN * NO. 18399 EQUITY
 Plaintiff * IN THE
 vs * CIRCUIT COURT
 JANET LOU HOFFMAN * FOR
 Defendant * CARROLL COUNTY

DECREE

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

WHEREUPON IT IS ORDERED this 26th day of May, 1982, that the Plaintiff, JACKIE ARTHUR HOFFMAN, be and he is hereby divorced A VINCULO MATRIMONII from his wife, the Defendant, JANET LOU HOFFMAN; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the remaining infant child of the parties DARRYL EUGENE HOFFMAN (born September 9, 1965) be and the same is hereby granted to the Defendant with the right on the part of the Plaintiff 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 Plaintiff pay unto the Defendant the sum of Twenty-five Dollars (\$25.00) per week for the support of the infant 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 April 10, 1981 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

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

Ruth K. Burns
 JUDGE

Filed May 26, 1982

VOLUNTARY SEPARATION AGREEMENT

THIS AGREEMENT, made this 10th day of April, 1981, by and between JANET LOU HOFFMAN of Hampstead, Carroll County, Maryland, hereinafter referred to as "Wife" and JACKIE ARTHUR HOFFMAN of Hampstead, Carroll County, Maryland, hereinafter referred to as "Husband".

The parties hereto were married by a religious ceremony on June 14, 1957, in Westminster, Carroll County, Maryland. There were two (2) children born to the parties during their marital union, to wit: Kimberly Ann Hoffman, born April 1, 1960; and Darryl Eugene Hoffman, born September 9, 1965.

Irreconcilable differences have arisen between the parties and for causes arising prior to this Agreement, the parties are not now and have not been for some time past living together as man and wife. They have reached a verbal agreement settling their respective property rights and the matters of alimony and all other matters growing out of the marriage relationship, and without waiving any ground for divorce which either party may now or hereafter have against the other, they do hereby enter into this written Agreement to formalize their understanding and contract, one with the other.

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:

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ITEM ONE: The parties hereto did voluntarily and mutually separate on March 16, 1981, with the intent and purpose of ending the marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily and intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship, and there

is no reasonable hope or expectation of reconciliation.

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 party may be subject to allegations of adultery.

ITEM TWO: In consideration of the premises and covenants herein by the Husband and all other considerations in the Agreement, the Wife agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite, and support and maintenance for herself of any kind or nature whatsoever to which she may now or hereafter be entitled.

In consideration of the premises and covenants herein by the Wife and all other considerations in the Agreement, the Husband agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite, and support and maintenance for himself of any kind or nature whatsoever to which he may now or hereafter be entitled.

ITEM THREE: Each party agrees to be responsible for and to pay his or her own Court costs and attorney's fees for this Agreement and for any divorce action which may in the future be instituted.

ITEM FOUR: Neither party waives nor condones any cause for divorce which each may have against the other in this State or any other State; and in case of a reconciliation or divorce, the provisions of the Agreement as to the property rights of each

shall not be affected, except as herein provided unless a new Agreement is entered into in writing, mutually revoking and rescinding this Agreement and entering into a new Agreement.

ITEM FIVE: Husband and Wife covenant and agree with the other that they will not at any time contract and have not since the date of separation contracted 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 be, or 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.

ITEM SIX: 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 against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings.

Sections 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, 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 rights 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.

ITEM SEVEN: 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.

ITEM EIGHT: 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.

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

ITEM TEN: The parties have agreed that the following items of personal property shall be the sole property of Wife free from any claim thereon by Husband: the bedroom suite including bed, dresser and chest of drawers; Darryl's bed, dresser, chest of drawers and stereo; the living room sofa, chairs, television and end tables; the dining room table and chairs; the kitchen appliances including the microwave oven, the refrigerator, the silverware, and the small appliances; the bedding, towels, lamps, pictures, dishes, pots and pans, the washer and dryer, coffee maker, radio, sheets, blankets and pillow cases.

The parties have agreed that the following items of personal property shall be the sole property of Husband free from any claim thereon by Wife: all CB radios and equipment, all guitars and equipment, all carpenter's and mechanical tools and garden tools and equipment, the Technic turntable, the Turner stereo amplifier receiver, the stand to hold stereo equipment, the two Criterion #88 speakers, and the cassettes, records and recorders, etc. Husband shall be free to store such of his property as he desires to store in the home of the parties until the sale of said home.

The parties agree that the 1975 Pinto Station Wagon shall be the sole property of Wife free from any claim thereon by Husband. The parties agree that the 1972 Ford Van shall be the sole property of Husband free from any claim of Wife.

The parties agree that the following shall be the sole property of Husband: 53 Savings Bonds with a face value of fifty dollars (\$50.00) each; 130 Savings Bonds with a face value of twenty-five dollars (\$25.00) each; 40 shares of Hampstead Bank stock; 178 shares of Black and Decker stock; four thousand eighty-eight dollars and eighty-six cents (\$4,088.86) in Augusta Savings and Loan Association Account No. 851737-7; one thousand seven hundred eighty-nine dollars and seventy-eight cents (\$1,789.78) in Augusta Savings and Loan Association Account No. 020042065.

The parties agree that upon the sale of the family home as agreed below, Husband shall give unto Wife the sum of nine thousand six hundred ninety-four dollars and thirty-two cents (\$9,694.32) representing an agreed amount of Wife's interest in the bonds, stocks and accounts stated above.

The parties agree that Wife shall have the care, custody and guardianship of the minor child of the parties. Husband shall have the right to have said child at all reasonable times for the purpose of visitation. Husband and Wife agree that they will keep each other informed as to their respective telephone numbers and addresses. Husband shall pay unto Wife the sum of twenty-five dollars (\$25.00) weekly as a contribution towards the support of the minor child of the parties. Husband's obligation to pay child support shall continue until said child reaches age eighteen, marries, dies or otherwise becomes self-supporting, whichever shall first occur. Husband agrees to pay for the child's graduation expenses as well as his class ring. Husband also agrees to maintain health and dental insurance on Darryl

substantially the same as now is maintained on Darryl until Husband's support obligation ends. Husband agrees to pay for medical expenses not covered by the insurance noted above.

Husband and Wife own as tenants by the entireties land and improvements known as 200 South Houcksville Road, Hampstead, Maryland 21074. The parties agree that as part of this property settlement, but not as support or alimony or maintenance, Wife shall be allowed to remain in and live in the home known as 200 South Houcksville Road, Hampstead, rent free, until Darryl, the minor son of the parties, shall graduate from high school or attain age eighteen, whichever shall first occur. Thereafter, the property shall be sold and the net proceeds from such sale shall be divided equally between the parties. The parties agree that said family home shall be listed for sale no later than two months prior to Darryl's graduation or his eighteenth birthday, whichever shall first occur, and that the home will not be available for occupancy by the new purchasers until three months following Darryl's graduation or his eighteenth birthday, whichever shall first occur.

The parties agree that the land and improvements may, upon their mutual agreement, be sold at any time prior to the time set forth above and the net proceeds therefrom divided equally.

During the period that Wife resides in said home with her son, Husband agrees, as part of this settlement but not as support, maintenance or alimony, to pay the regular and/or customary, and/or average telephone bill, electric bill, property taxes, fire insurance, fuel oil bill, automobile insurance on Wife's vehicle, license tags on Wife's vehicle and to keep in force the policy of insurance on Darryl's life. Husband further agrees, as part of this settlement, but not as support, maintenance or alimony, to do such repairs and to pay for same as from time to time may be necessary to keep the home in substantially the same state of

repair as it now stands. The parties agree that Husband is skilled to make such necessary repairs as may be needed to said house, and they further agree that Husband may at his election do such repairs or maintenance himself.

In the event that Wife, following the separation and prior to the sale of the house aforementioned, has a man other than her present Husband living with her or visiting for an extended period of time, then in that event, Husband's obligation to pay telephone bills, electric bills and fuel oil bills shall cease and Wife will assume such obligations upon herself solely.

The parties agree that Husband, so long as he pays the child support noted above, shall have the right to claim the minor child of the parties as his dependent for all State, local and Federal tax purposes.

ITEM ELEVEN: The parties have divided all articles of personal clothing and adornment to their mutual satisfaction.

ITEM TWELVE: 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:

Christine H. Gouker *Janet Lou Hoffman* (SEAL)
 CHRISTINE H. GOUKER
 JANET LOU HOFFMAN

Christine H. Gouker *Jackie Arthur Hoffman* (SEAL)
 CHRISTINE H. GOUKER
 JACKIE ARTHUR HOFFMAN

- 8 -

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 10th day of April, 1981, before me, a Notary Public in and for the State and County aforesaid, personally appeared JANET LOU HOFFMAN, 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



Christine H. Gouker
 Notary Public
 My Commission Expires: July 1, 1982

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 10th day of April, 1981, before me, a Notary Public in and for the State and County aforesaid, personally appeared JACKIE ARTHUR HOFFMAN, 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



Christine H. Gouker
 Notary Public
 My Commission Expires: July 1, 1982

- 9 -

JAMES LAMBERT BLIZZARD * IN THE
 Plaintiff * CIRCUIT COURT
 vs. * FOR
 CAROL SUE BLIZZARD * CARROLL COUNTY
 Defendant * Equity No: 18337
 * * * * *

DECREE OF DIVORCE

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

It is thereupon, this 26th day of May, 1982, by the Circuit Court for Carroll County, sitting in Equity, ADJUDGED, ORDERED AND DECREED, that the said JAMES LAMBERT BLIZZARD, the above-named Plaintiff be, and he is hereby DIVORCED A VINCULO MATRIMONII, from the Defendant CAROL SUE BLIZZARD.

IT IS FURTHER ORDERED, that the Voluntary Separation and Property Settlement Agreement dated October 17, 1980, as modified by the Addendum to Separation Agreement dated February 16, 1981, relative to custody, child support, alimony, property rights, counsel fees, court costs, etc., be and the same is hereby approved and made a part of and incorporated in this Decree, having the same force and effect as if fully set forth herein.

IT IS FURTHER ORDERED, that the Defendant, CAROL SUE BLIZZARD, be and she is hereby granted the care and custody of JAMES LAMBERT BLIZZARD, II, the minor child of the parties, subject to reasonable visitation by the Defendant in accordance with the terms of and as more fully set forth in the aforesaid Addendum to Separation Agreement.

IT IS FURTHER ORDERED, that the said Defendant shall pay directly the sum of Fifty Dollars (\$50) per week for the support

Filed May 26, 1982

and maintenance of said child, in accordance with the terms of and as more fully set forth in said Addendum to Separation Agreement.

IT IS FURTHER ORDERED, that no right of alimony shall accrue unto either of the parties hereto, by virtue of their express waiver thereof, in accordance with the aforesaid Voluntary Separation and Property Settlement Agreement.

AND IT IS FURTHER ORDERED, that the Plaintiff, JAMES LAMBERT BLIZZARD, pay all the costs of this proceedings, pursuant to said Agreement.

Julia K. Burmy
 J U D G E

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 17th day of October, 1980
by and between JAMES LAMBERT BLIZZARD, hereinafter referred to as
the "Husband", and CAROL SUE HARMON BLIZZARD, hereinafter referred
to as the "Wife".

WHEREAS, the parties to this agreement were lawfully married to
each other on September 13, 1969 in Carroll County, Maryland.

WHEREAS, one child has been born of this marriage, namely,
James Lambert Blizzard, II, born April 16, 1970.

WHEREAS, on or about September 10, 1980, the parties ceased
living together as Husband and Wife and have ever since that time
lived separate and apart, without cohabitation, and desire by the
execution of these presents to agree mutually and voluntarily to
continue to live separate and apart.

WHEREAS, since the time of the marriage, the parties have
acquired certain real and personal property, and except as other-
wise provided herein, such property was acquired through the joint
and equal efforts and contributions of each of them.

WHEREAS, the parties are desirous of adjusting and settling all
rights and obligations arising from the state of matrimony between
them, all property rights they have in the estates of one another,
including the rights of dower and curtesy, and all claims and
rights of inheritance, maintenance and support, which each may have
upon the other.

WHEREAS, in order to be fully advised and informed in connec-
tion with negotiations for and the preparation of this agreement,
the Wife is represented by Elizabeth M. Tripp of Mount Airy,
Maryland:

TAKE NOTICE

TO JAMES LAMBERT BLIZZARD

This agreement has been prepared under the supervision of
Elizabeth M. Tripp, an attorney admitted to practice under the Laws
of the State of Maryland, pursuant to representations and instruc-
tions of Carol Sue Harmon Blizzard.

It appearing that at the time of the preparation of this agree-
ment, you are not represented by counsel, Counsel preparing this
agreement suggests that you retain the services of an attorney of
your own choosing and that by signing this agreement, you may waive
and be forever foreclosed to certain rights which you may have in
property acquired during the marriage, and support and maintenance

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Page 1 of 9 pages

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(alimony) regardless of the fault, if any, forming the basis of the
separation.

I HAVE READ THE FOREGOING NOTICE AND HEREBY EXPRESSLY WAIVE THE
ASSISTANCE OF COUNSEL.

James Lambert Blizzard
JAMES LAMBERT BLIZZARD

NOW, THEREFORE, for and in consideration of the reasons cited
above and the mutual promises and covenants of the parties herein-
after set forth and other good and valuable consideration, the
receipt of which is hereby respectively acknowledged by the parties,
Husband and Wife agree as follows:

ITEM I

MUTUAL AND VOLUNTARY SEPARATION

The parties to this agreement, upon execution hereof, intend
that their separation shall be made with the intention to terminate
the marriage by reason of the mutual and voluntary consent of each
of them. However, this agreement and separation shall in no way
constitute a waiver of any rights either party may have to any
cause of action which may be grounds for a divorce a vinculo matri-
monii for adultery.

Each shall be free from interference, authority and control,
direct or indirect, by the other as fully as if he or she were sole
and unmarried. Each may reside at such place or places as he or
she may select. Each may, for his or her separate use and benefit,
conduct, carry on and engage in any business, profession or employ-
ment which to him or her may seem advisable. Each shall be at lib-
erty to act and do as he or she sees fit, and to conduct his or her
personal and social life as freely and fully as if he or she were
sole and unmarried.

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 separa-
tion of the parties and this agreement. (NOTE: Adultery is a crim-
inal offense in the State of Maryland. No agreement can relieve
either party from criminal responsibility. The foregoing provision
merely memorializes the agreement of the parties as to their agree-
ment not to molest, hinder, interfere, or harass the other).

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Page 2 of 9 pages

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ITEM II
RECONCILIATION

No continuation, reconciliation or resumption of the marital relationship shall perate to void this agreement. It is the mutual intent of the parties that the provisions of the agreement for settlement of property rights shall nevertheless continue in full force and effect without abatement of any term or provision hereof, except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

ITEM III
PROPERTY DIVISION

The parties have heretofore or contemporaneously with the execution of these presents, divided or agree to divide the properties both real and personal, which they own either together or separately as follows:

Except as otherwise specifically mentioned in this agreement, each party shall own, have and enjoy, independently of any claim or the right of the other all items of real or personal property of every kind, now or hereafter owned or held by him or her, with full power to dispose of the same as fully and effectually, in all respects and for all purposes, as if he or she were unmarried.

Each party will retain possession of the motor vehicle titled in his or her separate name, holding the other party harmless from any and all obligations associated therewith.

Wife shall have exclusive possession of and title to all personal property in the marital domicile, saving any clothes and items of a personal nature belonging exclusively to Husband.

Husband shall convey all his right, title and interest in the matrimonial domicile at 1815 Old Westminster Road, Westminster, Maryland to Wife, provided that Wife shall save and hold harmless Husband for all property expenses including mortgage payments, taxes insurance and property maintenance.-

Any stock which the parties hold in Baltimore Gas and Electric Company will be divided equally between the parties.

ITEM IV
INDEBTEDNESS

Each party represents that he or she has no undisclosed outstanding debts or other obligations prior to the date hereof.

Husband and Wife mutually agree not to cause any further charge to be placed against any joint account of the parties.

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Page 3 of 9 pages

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ITEM V
INCOME TAX

The parties shall agree to file separate Federal and Maryland Income Tax returns for the calendar year 1981 and thereafter. They agree to file joint returns for the year 1980. In the event that there should be an income tax refund for calendar year 1980, the parties agree to divide such refund equally between them.

ITEM VI
ATTORNEY FEES AND COURT COSTS

Wife shall pay for the preparation of this Agreement. However, should Husband employ an attorney, he shall pay his own attorney fees. Whichever party shall file for divorce, should such filing occur, shall pay Court costs and his or her own attorney fees in connection with said filing.

However, in the event of any intentional or arbitrary breach of the terms of this agreement, the prevailing party shall be entitled to a reasonable contribution for his or her attorney fees. Court costs in any action occasioned by such breach shall be paid by the losing party.

ITEM VII
CHILD CUSTODY

Wife shall have the care, custody and control of the minor child, James Lambert Blizzard, II, subject, however, to reasonable visitation rights by the Husband.

ITEM VIII

HUSBAND'S OBLIGATION TO SUPPORT OF MINOR CHILD

Husband's contribution for the support of the minor child shall be set at One hundred fifty and no/100 Dollars (\$150.00) per week, and shall continue until he is relieved from such obligation by operation of law. The first such payment shall be due

October 24, 1980 and shall continue weekly thereafter.

The payments herein provided have been based upon the present Consumer Price Index of the United States Bureau of Labor Statistics herein called the Index. If there is any change, upward or downward, in the Index which exceeds 10 per cent, a corresponding adjustment, by way of increase or reduction, shall be made in the payments that the Husband is obligated to make hereunder.

ITEM IX
INSURANCE

Husband agrees to maintain and continue in effect his retirement plan with Baltimore Gas and Electric Company, with the Wife as beneficiary. However, should the parties hereto become divorced a vinculo matrimonii, the Husband shall cause the beneficiary to be changed to reflect that the Wife shall be beneficiary as Trustee

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Page 4 of 9 pages

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for the child of the parties.

Husband agrees to continue in force his existing life insurance policy with Prudential Insurance Company, with Wife as beneficiary, provided that Wife shall pay the premiums thereon. Should the parties hereto become divorced a vinculo matrimonii, the Husband shall cause the beneficiary to be changed to reflect that the Wife shall be beneficiary as Trustee for the child of the parties.

In the event that said policy with Prudential shall be distributed in periodic payments to Husband after he shall have attained the age of 65 years, Husband agrees to pay directly to Wife three-fourths of the amount of each periodic payment so distributed to him, retaining one-fourth of each payment as his share thereof.

In the event that any insurance company so issuing a policy as indicated above shall decline to endorse any such policy as herein provided, the parties, nevertheless, for themselves and for their heirs and personal representatives, and assigns, covenant and agree that the rights and liabilities of the parties, their heirs, personal representatives and assigns and of their children as beneficiaries under said policy, their heirs, personal representatives and assigns shall be governed, and controlled and bound by the provisions of this agreement to the same extent as fully as if said policy had been endorsed as provided herein. Husband agrees to maintain his existing medical insurance policy or a similar policy, with coverage for the Wife until the parties have been divorced a vinculo matrimonii and for the child until he has attained the age of eighteen years.

ITEM X

ALIMONY AND SUPPORT OF WIFE AND HUSBAND

EXCEPT AS OTHERWISE EXPRESSLY MENTIONED HEREIN, AND NOTWITHSTANDING THE MUTUAL INTENTIONS OF THE PARTIES AS IT RELATES TO A VOLUNTARY SEPARATION, HUSBAND AND WIFE HAVE BEEN INFORMED AND EACH IS AGAIN HEREIN INFORMED THAT HE OR SHE MAY BE AWARDED ALIMONY BY THE COURT IN ACCORDANCE WITH HIS OR HER RESPECTIVE NEEDS, REGARDLESS OF ANY FAULT ON HIS OR HER PART IF ANY, WHICH MAY HAVE CONTRIBUTED TO THIS AGREEMENT TO LIVE SEPARATE AND APART. WITH THE SIGNING OF THIS AGREEMENT, HOWEVER, EACH WILL FOREVER BE PRECLUDED FROM CLAIMING ALIMONY OR ANY FORM OF SUPPORT FOR HIMSELF OR HERSELF FROM THE OTHER. KNOWING THIS, EACH EXPRESSLY AND WITHOUT RESERVATIONS, HEREBY COVENANTS, AGREES, RECITES AND DECLARES AS FOLLOWS:

1. That Wife hereby expressly waives, releases, and discharges absolutely and forever, all her right, claim and demand to alimony; alimony pendente lite; support and maintenance for herself from the Husband, now or in the future.

2. That Husband expressly waives, releases and discharges absolutely and forever, all his right, claim and demand to alimony; alimony pendente lite; support or maintenance for himself from the Wife, now or in the future.

Page 5 of 9 pages

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ITEM XI

DOWER AND INHERITANCE RIGHTS

Unless otherwise herein provided, and excepting any claim which either party may have for the other's breach of this agreement, each party hereby waives, releases and relinquishes unto the other all rights or claims of dower, curtesy, descent inheritance, distribution and all other rights or claims growing out of the said marriage between them, and each shall be forever barred from any and all rights in the estate of the other, whether real, personal or mixed, and whether now owned or hereafter acquired and each will, upon request of his or her spouse, execute good and sufficient release of dower and curtesy to the other spouse, his or her heirs and assigns, or to anyone else designated by the other spouse, his or her heirs and assigns, or personal representatives, or will join upon request, with the spouse, or his or her heirs and assigns, in executing any deed or deeds to any real property now or hereafter owned or acquired by the other spouse, all at the expense of the spouse so requesting.

Nothing herein, however, shall constitute a waiver of either party to take a voluntary bequest or bequests under the Will of the other.

ITEM XII

SEVERABILITY

In the event any provision of this agreement shall be declared null and void by the judgment or decree of any Court, it shall not affect all other provisions of this agreement, nor the Husband's obligation for contribution under the terms hereof.

ITEM XIII

FURTHER ASSURANCES

Each party shall, at all times and from time to time hereafter execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

ITEM XIV

ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein. The agreement shall be interpreted under the Laws of the State of Maryland, except as it may relate to character of the title in real property.

Page 6 of 9 pages

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ITEM XV
DIVORCE

The parties further agree that the execution of this document shall in no wise be considered or construed as a waiver of or bar to any cause for divorce which either of the parties may now have against the other or which may hereafter accrue, or be construed as constituting a ground or cause for divorce, the same being hereby expressly reserved.

The provisions herein made shall remain in full force and effect whether or not either party seeks a dissolution of the marriage at anytime hereafter. Should a dissolution of the marriage be decreed in any action or proceeding between the parties, this agreement shall be submitted to the Court for its approval and the provisions hereof shall, insofar as the Court has jurisdiction to enforce, be incorporated in, and become a part of such decree, and shall be enforceable as a part hereof. 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. It is further agreed that regardless of whether 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 the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

Except as otherwise provided herein, each party does hereby release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or in equity, which either of the parties had or now has against the other.

ITEM XVI
MODIFICATION AND WAIVER

Subject to Order of Court, no modification or waiver by the parties of any of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

ITEM XVII
BINDING EFFECT

The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions in this agreement shall

ELIZABETH M. TRIPP
ATTORNEY AT LAW
308 RIDGEVILLE BOULEVARD
MOUNT AIRY, MARYLAND
21771
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Page 7 of 9 pages

CEB
JLB

apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

Each party hereto declares that he or she fully understands the facts and all his or her legal rights and liabilities; and that each believes the agreement to be fair, just and reasonable and that each signs the agreement freely and voluntarily.

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

Mary C. Norris _____ *James Lambert Blizzard* (SEAL)
Witness JAMES LAMBERT BLIZZARD
Mary C. Norris _____ *Carol Sue Harmon Blizzard* (SEAL)
Witness CAROL SUE HARMON BLIZZARD

AFFIDAVIT

I hereby declare and affirm under the penalties of perjury that the contents of the foregoing Voluntary Separation and Property Settlement Agreement are true and correct to the best of my knowledge and belief.

James Lambert Blizzard
JAMES LAMBERT BLIZZARD

STATE OF MARYLAND :
COUNTY OF CARROLL : to wit:

I hereby certify that on this 17th day of October, 1980, before me, a Notary Public of the State and County aforesaid, personally appeared JAMES LAMBERT BLIZZARD, known to me to be the person whose name is subscribed to the within instrument and acknowledged the same to be his act and deed.

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

My Commission Expires:
July 1, 1982

Mary C. Norris
Notary Public

AFFIDAVIT

I hereby declare and affirm under the penalties of perjury that the contents of the foregoing Voluntary Separation and Property Settlement Agreement are true and correct to the best of my knowledge and belief.

Carol Sue Harmon Blizzard
CAROL SUE HARMON BLIZZARD

ELIZABETH M. TRIPP
ATTORNEY AT LAW
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Page 8 of 9 pages

CEB
JLB

STATE OF MARYLAND :
 COUNTY OF CARROLL : to wit:

I hereby certify that on this 17th day of October, 1980, before me, a Notary Public of the State and County aforesaid, personally appeared CAROL SUE HARMON BLIZZARD, known to me to be the person whose name is subscribed to the within instrument and acknowledged the same to be her act and deed.

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

My Commission Expires:
 July 1, 1982

Mary C. Morris
 Notary Public

ELIZABETH M. TRIPP
 ATTORNEY AT LAW
 RIDGEVILLE BOULEVARD
 MOUNT AIRY, MARYLAND
 21771
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Page 9 of 9 pages

THIS ADDENDUM, made this 16th day of February, 1981, by and between JAMES LAMBERT BLIZZARD, hereinafter referred to as "Husband" and CAROL SUE HARMON BLIZZARD, hereinafter referred to as "Wife,"

WHEREAS, the parties hereto have previously executed a Voluntary Separation and Property Settlement Agreement dated October 17, 1980; and

WHEREAS, said parties have mutually decided to change certain particulars of said Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the consent of Wife to a reduction in child support, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, it is the parties intention that said Voluntary Separation and Property Settlement Agreement be and is hereby amended in the following respects:

FIRST: The Voluntary Separation and Property Settlement Agreement dated October 17, 1980, except as hereinafter amended, is continued in full force and effect by the parties as their agreement and the terms thereof, except as hereinafter provided, shall continue to be binding on each party, his or her heirs, personal representatives and assigns.

SECOND: That the following provisions shall be added:

Husband shall be entitled to retain as his sole, separate and individual property all of the items listed on the attached Schedule A which is hereby incorporated by reference. Wife shall hold in trust for the benefit of the parties' minor child, JAMES LAMBERT BLIZZARD, II, that set of dishes which were given to the parties by Husband's father. Wife shall be entitled to retain as her sole, separate and individual property all other items.

THIRD: That the following provision shall be added:

Husband agrees to carry and keep in force Blue Cross and

Blue Shield insurance, or its equivalent, on the minor child. Husband's obligation under this paragraph as to said child shall cease and terminate upon the first to occur of any one of the following events as to said child: (a) arrival at age eighteen (18); (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

Husband agrees to carry and keep in force Blue Cross and Blue Shield insurance, or its equivalent, on Wife. Husband's obligation under this paragraph as to said Wife shall cease and terminate upon the first to occur of any one of the following events: (a) Wife's obtaining Blue Cross and Blue Shield insurance, or its equivalent, through her employer; or (b) date of any final Decree of Divorce between the parties.

FOURTH: That Item V (Income Tax) shall be deleted in its entirety and the following substituted in its place:

Item V: The parties agree to file joint Federal and Maryland Income Tax Returns for the year 1980 and they agree to file separate returns for the year 1981 and thereafter. In the event that there should be an income tax refund for calendar year 1980, the parties agree to divide such refund equally between them.

FIFTH: That Item VII (child custody) shall be deleted in its entirety and the following substituted in its place:

Item VII: Wife shall have the care, custody and control of the minor child, JAMES LAMBERT BLIZZARD, II. Husband shall have the right to visit said child every other weekend from 6:00 p.m. Friday until 6:00 p.m. Sunday. Husband shall also have the right to visit with said child for a consecutive two (2) week period during the child's vacation and the Husband shall also have the right to visit with the child during every other holiday. Husband agrees to notify Wife at least forty-eight (48) hours in advance of any scheduled visitation if he for any reason

is unable to exercise his visitation rights. Husband likewise shall give Wife reasonable notification in advance of any time which Husband plans to visit with said child but which is not a scheduled visitation. Husband further agrees that he will not under any circumstances come to the Wife's residence and that he will not telephone the Wife except to give the notice herein required. Wife likewise agrees not to come to the Husband's residence or to telephone Husband except to effect the proper performance of this agreement. For the purpose of visitation, the child shall be picked up at and returned to the home of Wife's parents by the Husband.

SIXTH: That Item VIII (Husband's Obligation to Support Minor Child) be deleted in its entirety and the following substituted in its place:

Item VIII: Husband shall pay unto Wife the sum of Ninety Dollars (\$90.00) per week toward the support and maintenance, education and general welfare of the minor child. Said payment shall continue for the period of six months from the date of January 23, 1981. After that period of time the payments which Husband is obligated to make toward the support of the minor child shall be reduced to Fifty Dollars (\$50.00) per week. Said payments with respect to said child shall cease and terminate upon the first to occur of any one of the following events as to said child: (a) arrival at age eighteen (18); (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

SEVENTH: That the second, third and fourth paragraphs of Item IX (Insurance) shall be entirely deleted and that paragraph one thereof shall also be deleted and the following substituted in its place:

Husband agrees to maintain and continue in effect his retirement plan with Baltimore Gas and Electric Company, with Wife as beneficiary upon his death. However, should the parties hereto become divorced A Vinculo Matrimonii, the Husband shall cause the beneficiary to be changed to reflect that upon his

death the Wife shall be beneficiary as Trustee for the child of the parties while the child is a minor, and that said child upon attaining the age of majority shall become beneficiary in his own right, upon the death of Husband.

EIGHTH: The last paragraph of ITEM III (Property Division) shall be deleted in its entirety and the following substituted in its place:

Husband agrees to pay Wife an amount equal to one-half (1/2) the value of the stock he had in the Baltimore Gas and Electric Company as of October 17, 1980, as said stock was valued on October 17, 1980; and, Husband further agrees to furnish Wife with written certification as to the amount and value of said stock as of that date.

NINTH: Wife shall send letters to each of the businesses in which she and Husband presently have credit cards in joint names informing said businesses that she has agreed to assume all responsibility in the payment of all present accounts and authorizing said businesses to permanently delete Husband's name from such accounts.

TENTH: That each party acknowledges full understanding of the Agreement dated October 17, 1980, and of the changes therein effected by this Addendum and the additional terms and provisions thereof. Each signs this document voluntarily and after having been afforded the opportunity to seek the advice of independent counsel.

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

Witness: [Signature] [Signature] (SEAL)
JAMES LAMBERT BLIZZARD

[Signature] [Signature] (SEAL)
CAROL SUE HARMON BLIZZARD

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 15th day of February 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JAMES LAMBERT BLIZZARD, and made oath in due form of law that the matters and facts set forth in the foregoing Addendum to Separation Agreement are true and correct as therein stated and acknowledged said Addendum to be his voluntary act and deed,

AS WITNESS my hand and Notarial Seal.

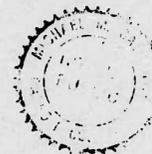


[Signature]
NOTARY PUBLIC

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 16th day of February 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CAROL SUE HARMON BLIZZARD, and made oath in due form of law that the matters and facts set forth in the foregoing Addendum to Separation Agreement are true and correct as therein stated and acknowledged said Addendum to be her voluntary act and deed.

AS WITNESS my hand and notarial seal.



[Signature]
NOTARY PUBLIC

My commission expires 1/1/82

SCHEDULE A

1. Gun collection (all guns on the premises)
2. Bottle collection
3. Record collection (all record albums)
4. Glass cup and mug collection
5. Tools
6. Radial arm saw
7. All chain saws
8. All chains presently stored in the barn
9. Air compressor
10. Insulators
11. Tiller
12. Trapping equipment
13. Fishing tackle
- ~~14. Antique desk from Husband's grandmother~~
15. Table given to Husband by his father
16. Antique washing machine
17. Wash stand